

**EXHIBIT A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

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<b>SECURITIES AND EXCHANGE COMMISSION,</b>	§	
	§	
<b>Plaintiff,</b>	§	
	§	
vs.	§	
	§	
<b>ARISEBANK,</b>	§	<b>Civil Action No. 3:18-cv-0186-M</b>
<b>JARED RICE SR., and</b>	§	
<b>STANLEY FORD,</b>	§	
	§	
<b>Defendants.</b>	§	
	§	

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**RECEIVER'S ~~PROPOSED~~-DISTRIBUTION PLAN**

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## INTRODUCTION

Mark W. Rasmussen, the Court-appointed receiver (the *Receiver*) in the above-captioned SEC enforcement action (the *Case*), on behalf of the Receivership Entity (as defined herein), respectfully proposes the following plan (the *Plan*) for making distributions of Assets of the Receivership Entity to Claimants (as defined herein).

### I. DEFINITIONS AND RULES OF INTERPRETATION

#### 1.1 Definitions.

*Allowed* means, when used with respect to a Claim: a Claim (a) as to which a Claim Form has been timely filed or, by an order of the Court, is not required to be filed, and (b) has been determined by the Receiver to be valid pursuant to the Claims Procedure Order.

*Allowed Amount* means the amount at which a Claim is Allowed under the Claims Procedure Order.

*Assets* means all property wherever located in which the Receivership Entity holds a legal or equitable interest.

*Available Assets* means, on the day of a Distribution, the combined value of all Available Cash and the U.S. dollar equivalent of all Available Cryptocurrency Assets. For purposes of calculating the U.S. dollar equivalent of Available Cryptocurrency Assets, the Receiver will use the price listed at approximately 10:00 a.m. U.S. Central Prevailing Time on the day of a Distribution for each Cryptocurrency Asset on any cryptocurrency exchange (e.g., Coinbase, Bittrex, Binance) or any combination of exchanges that the Receiver deems, in his sole discretion, appropriate to use.

*Available Cash* means, on the day of a Distribution, all Cash of the Receivership Entity less the amount of Cash designated by the Receiver to be held in a Reserve Fund.

*Available Cryptocurrency Assets* means, on the day of a Distribution, all Cryptocurrency Assets of the Receivership Entity less the amount of Cryptocurrency Assets designated by the Receiver to be held in a Reserve Fund.

*Blockchain* means a digital distributed ledger of transactions involving cryptocurrency, virtual currency, or digital currency that is maintained by a peer-to-peer network of computer nodes according to an agreed-upon protocol.

*Cash* means the legal tender of the United States of America or the equivalent value of foreign currency once converted into legal tender of the United States of America.

*Causes of Action* means all actions, causes of action, liabilities, obligations, rights, suits, damages, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party claims, indemnity claims, contribution claims, or any other claims whatsoever, in each case held by or assigned to the Receivership Entity, whether known or

unknown, matured or unmatured, fixed or contingent, liquidated or unliquidated, disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act or omission or other event, circumstance or condition occurring or existing prior to the Receivership Date or during the pendency of the Case.

**Claim** means an alleged right to payment owed by the Receivership Entity asserted in the form of a Claim Form and classified on Exhibit 1 to this Plan.

**Claimant** means a Holder of an Allowed Claim.

**Claim Determination Communication** means the claim determination communicated by the Receiver to each Holder pursuant to the Claims Procedure Order.

**Claim Form** means the form used for submitting Claims as approved by the Receiver in compliance with the Claims Procedure Order.

**Claims Procedure Order** means the Court's Order Granting Receiver's Motion for Approval of Claims Process, Notice Procedures, and Bar Date (Dkt. 100).

**Class** means a category of Claims set forth in the Plan.

**Cryptocurrency Assets** means the cryptocurrency, virtual currency, or digital currency collected by the Receiver and held by the Receiver on behalf of the Receivership Entity.

**Court** means the United States District Court for the Northern District of Texas.

**Disputed** means, when used with respect to a Claim, a Claim as to which an objection to the proposed Allowed Amount (as initially set forth in the Holder's Claim Determination Communication) has been timely made by the Holder, has not been settled by the Receiver, and has not been Allowed in whole or in part by an order of the Court.

**Distribution** means payment by the Receiver of Available Cash or Available Cryptocurrency Assets to one or more Claimants on account of their Allowed Claims pursuant to the Plan.

**Distribution Date** means the date an Allowed Claim becomes payable in accordance with this Plan pursuant to a Distribution Order, such date to occur no more than 45 days following entry of such Distribution Order on the docket to this Case, or in the case of the Initial Distribution, no more than 45 days from the Effective Date.

**Distribution Motion** means a motion filed by the Receiver seeking authorization to make a Distribution (including, but not limited to, the motion to approve the Plan).

**Distribution Notice** means a notice of a Distribution Motion (including, but not limited to, the notice of the motion to approve the Plan) sent to each Holder whose Claim is either Disputed or not fully paid as set forth in the Plan at the time of such Distribution Motion's filing, such notice

to be furnished by emailing the address listed on such Holder's Claim Form or at such other email address most recently provided by such Holder to the Receiver.

***Distribution Objection Deadline*** means the date that is 15 days after a Distribution Notice is sent via email.

***Distribution Order*** means an order of the Court authorizing a Distribution (including, but not limited to, the order approving the Plan and authorizing the Initial Distribution).

***Disputed Amount*** means the amount of a Claim that is Disputed.

***Effective Date*** means the date after the entry of an order approving the Plan on which the Receiver declares the Plan effective by filing a notice on the docket to this Case.

***Final Distribution Date*** means the date designated by the Court for distributing all remaining Available Cash pursuant to Section 4.4.2 of the Plan.

***Forfeiture Date*** means, with respect to a Distribution, the date that is 180 days after the related Distribution Date.

***General Unsecured Claim*** has the meaning ascribed in Section 2.3.2.1 of the Plan.

***Holder*** means any Person asserting a Claim.

***Initial Distribution*** means the first Distribution made pursuant to the Plan.

***Initial Distribution Date*** means the date of the Initial Distribution.

***Litigation Claims*** means lawsuits filed, or to be filed, by the Receiver with respect to the Causes of Action.

***Original Form of Currency*** means the Cash, cryptocurrency, virtual currency, or digital currency that each Claimant originally contributed to the Receivership Entity. For example, the Original Form of Currency of a Claimant who contributed bitcoin to the Receivership Entity is bitcoin, and the Original Form of Currency of a Claimant who contributed Cash to the Receivership Entity is Cash.

***Person*** means any foreign or domestic person, including without limitation, any individual, entity, corporation, partnership, limited liability company, limited liability partnership, joint venture, association, joint stock company, estate, trust, unincorporated association or organization, official committee, ad hoc committee or group, governmental agency or political subdivision thereof, the SEC, and any successors or assigns of any of the foregoing.

***Prohibited Persons List*** means the sanctions list published by the Office of Foreign Assets Control of the U.S. Department of the Treasury or any other similar sanctions list.

***Pro Rata Multiplier*** means, with respect to any Distribution to any Class of Claimants, the quotient of (a) the amount of Available Assets to be distributed to Claimants in such Class in

accordance with the Plan divided by (b) the aggregate Allowed Amount of Claims in such Class on the Distribution Date. For purposes of calculating the U.S. dollar equivalent of the Allowed Amount of Claims whose Original Form of Currency is a Cryptocurrency Asset, the Receiver will use the price listed at approximately 10:00 a.m. U.S. Central Prevailing Time on the day of a Distribution for each Cryptocurrency Asset on any cryptocurrency exchange (e.g., Coinbase, Bittrex, Binance) or any combination of exchanges that the Receiver deems, in his sole discretion, appropriate to use.

***Pro Rata Share*** means, with respect to any Distribution to any Class of Claimants, a number equal to the product of (a) the Pro Rata Multiplier and (b) the Allowed Amount of such Claimant's Claim.

***Receivership Date*** means January 25, 2018.

***Receivership Entity*** means AriseBank and its affiliates as set forth in the Receivership Order.

***Receivership Order*** means the Court's January 25, 2018 Order appointing Mark W. Rasmussen as receiver of the Receivership Entity (Dkt. 12) and the April 5, 2018 Order reappointing Mark W. Rasmussen as receiver of the Receivership Entity (Dkt. 72).

***Released Parties*** or ***Receiver's Professionals*** means the Receiver, Jones Day, Kroll Cyber Security, LLC, Kroll Associates, Inc., and other advisors and professionals retained by the Receiver after the Receivership Date in accordance with the Receivership Order.

***Reserve Fund*** means the funds held by the Receiver as a reserve as required by Section 3.3 of the Plan.

***SEC*** means the United States Securities and Exchange Commission.

***Tax Claim*** has the meaning ascribed by Section 2.3.1.1 of the Plan.

***Writing*** means written communication transmitted by one or more means prescribed in and in accordance with Section 6.3 of the Plan.

## **1.2 Rules of Interpretation.**

For purposes of the Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural; (b) any reference in the Plan to an existing document or Exhibit filed or to be filed means such document or Exhibit, as it may have been or may be amended, modified or supplemented pursuant to the Plan or the order approving the Plan; (c) unless expressly stated otherwise, any reference to an entity as a holder of a Claim or interest includes that entity's successors, assigns and affiliates; (d) the words "herein," "hereunder" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (e) the words "includes" or "including" are not limiting; and (f) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan.



In computing any period of time prescribed or allowed by the Plan, the provisions of Federal Rule of Civil Procedure 6(a) shall apply.

## **II. CLASSIFICATION AND TREATMENT OF CLAIMS AGAINST THE RECEIVERSHIP ENTITY**

**2.1 Classification of Claims Generally.** Exhibit 1 to this Plan is a designation of Classes of Claims against the Receivership Entity, the Allowed Amount of each Allowed Claim, and the proposed Allowed Amount of each Disputed Claim. A Claim is placed in a particular Class for the purpose of receiving Distributions only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, withdrawn, or otherwise settled prior to the Effective Date.

**2.2 Amounts Owed to Receiver and Receiver's Professionals.** Amounts owed to the Receiver or the Receiver's professionals shall be paid pursuant to the provisions of the Receivership Order and not pursuant to the provisions of the Plan; however, such amounts may be paid from the Reserves established by Section 3.3 of this Plan as expenses of the Receivership Entity.

**2.3 Classes.** The Claims against the Receivership Entity shall be classified and treated as follows:

### **2.3.1 Class 1: Tax Claims.**

**2.3.1.1 Definition.** Claims for taxes, interest, or penalties owed to a local, state, federal, or foreign governmental body.

**2.3.1.2 Treatment.** Each Tax Claim Claimant shall receive, on the Initial Distribution Date and/or the Final Distribution Date, in full satisfaction and release of and in exchange for such Claimant's Claim(s): (a) payment from Available Cash in an amount equal to the unpaid portion of such Allowed Tax Claim or (b) such other, less favorable treatment that the Receiver and such Claimant shall have agreed upon in a Writing.

### **2.3.2 Class 2: General Unsecured Claims.**

**2.3.2.1 Definition.** Claims other than Claims classified in Class 1 or the expenses of the Receivership Entity, including amounts owed to the Receiver and his professionals.

**2.3.2.2 Treatment.** After payment in full of the expenses of the Receivership Entity and the Allowed Amount of all Tax Claims, each General Unsecured Claim Claimant shall receive, on the Initial Distribution Date and/or the Final Distribution Date, in full satisfaction and release of and in exchange for such Claimant's Claim(s): (a) a Pro Rata Share of the Claimant's Allowed Amount, not to exceed in the aggregate one hundred percent (100%) of the Allowed Amount of such General Unsecured Claim or (b) such other, less favorable treatment that the Receiver and such Claimant shall have agreed upon in a Writing.

### III.

#### MEANS OF IMPLEMENTATION OF THE PLAN

**3.1 Calculation of Allowed Amount.** The Receivership Entity's Assets are the *Available* Cash and the Cryptocurrency Assets. Pursuant to the Claims Procedure Order, the Receiver has calculated the proposed Allowed Amount of each Claim in Classes 1 and 2 owed by the Receivership Entity for the purpose of making Distributions in the Original Form of Currency. The Class 1 and 2 Claims against the Receivership Entity and their proposed Allowed Amount are listed on Exhibit 1 to the Plan.

**3.2 Distribution of Assets.** The Receivership Entity's Assets shall be used to fund all Distributions and ongoing expenses of the Receivership Entity. Distributions of Allowed Amounts shall be made to Claimants solely in the Original Form of Currency. Claimants shall not be entitled to receive a Distribution in any form of currency other than their Original Form of Currency.

**3.3 Reserve Fund.** The Receiver shall hold Assets in one or more Reserve Funds in an amount deemed sufficient, in his reasonable judgment, to pay each Holder of a Disputed Claim (a) the Distribution that such Holder would receive under the Plan if its Claim were Allowed in the alleged amount, or (b) such lesser amount as the Court may estimate or otherwise order. The Reserve shall also contain Assets sufficient to pay the amount of incurred and projected expenses of the Receivership Entity for which, in the Receiver's reasonable judgment, it is prudent to reserve, and any other matters for which, in the Receiver's reasonable judgment, it is prudent to reserve. The Receiver may, in his reasonable judgment, reduce the amount of Assets in the Reserve Funds from time to time to the extent he determines that there is no longer a need to reserve Assets.

**3.4 Plan Settlement.** The Plan incorporates a proposed compromise and settlement of numerous issues involving the Receivership Entity, Claimants, and Holders and is designed to achieve a fair and equitable economic resolution of the Case, including but not limited to a resolution of all Claims against the Receivership Entity. This settlement and compromise further includes, without limitation, the ownership and rights of the Receivership Entity with respect to certain assets, the responsibilities of the Receivership Entity to maintain and/or effectuate an orderly liquidation of certain assets and investments, and the potential distribution of proceeds that may arise from the Litigation Claims. In consideration for the classification of Claims, Distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the Plan shall constitute a good faith compromise and settlement of all Claims, interests, and disputes dealt with therein.

**3.5 Cancellation of Securities and Agreements.** The Plan shall be fully consummated on the Effective Date and, except for the obligations set forth in the Plan, the following shall be released and cancelled and the Receivership Entity shall have no continuing liabilities or obligations therefor: (a) all rights to payment owing or assertable against the Receivership Entity, whether arising under any certificate, interest, share, note, bond, indenture, purchase right, option, warrant, smart contract, cryptocurrency, digital asset, or other instrument or document, evidencing or creating, directly or indirectly, any indebtedness or obligation of or ownership interest in the Receivership Entity; and (b) all rights to payment owing or assertable against the Receivership Entity pursuant, relating, or pertaining to any agreements, indentures,

certificates of designation, bylaws, or certificate or articles of incorporation, formation or similar documents governing the shares, certificates, notes, bonds, indentures, purchase rights, options, warrants, smart contract, cryptocurrency, digital asset, or other instruments or documents evidencing or creating any indebtedness or obligation of or ownership interest in the Receivership Entity.

**3.6 Effectuating Documents; Further Transactions.** On and after the Effective Date, the Receiver is authorized to and may, in the name of and on behalf of the Receivership Entity, take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

**3.7 Preservation of Causes of Action.** The Receiver shall retain and may enforce, in his sole discretion, all rights to commence and pursue any and all Causes of Action, whether arising before or after the Receivership Date, including, but not limited to, those related to the Litigation Claims, and the Receiver's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding Court approval of the Plan or the occurrence of the Effective Date. The Receiver's actions shall be taken in accordance with the Receivership Order and in the best interests of the Receivership Entity. No Person may rely on the absence of a specific reference in the Plan to any Cause of Action against such Person as any indication that the Receiver will not pursue any and all available Causes of Action against such Person, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to Causes of Action upon, after, or as a consequence of the Court's approval of the Plan or the occurrence of the Effective Date.

#### **IV. METHOD OF DISTRIBUTIONS UNDER THE PLAN**

**4.1 Procedure for Distributions.** On behalf of the Receivership Entity and in satisfaction of all Claims against the Receivership Entity, the Receiver shall make or cause to be made the Distributions required under the Plan to all Claimants by the following means:

**4.1.1 Cash Claims.** For each General Unsecured Claim Claimant whose Original Form of Currency is Cash, by either (a) sending via first-class mail a check payable in Cash to each Claimant at the address indicated on such Claimant's Claim Form or the last address designated by such Claimant in a Writing to the Receiver received at least ten days prior to the Distribution Date, or (b) wiring the Cash payment according to wiring instructions provided by the Claimant to the Receiver received at least ten days prior to the Distribution Date, *provided, however,* that any wire transfer fees that may arise by operation of clause (b) shall be borne by the Claimant.

**4.1.2 Cryptocurrency Claims.** For each General Unsecured Claim Claimant whose Original Form of Currency is a Cryptocurrency Asset, by either (a) sending a Cryptocurrency Asset to a cryptocurrency wallet address provided by the Claimant to the Receiver in a Writing *of a form* prescribed by the Receiver, or (b) any other means of effecting transfer of the Cryptocurrency Asset to the Claimant, *provided, however,* that the transaction shall be

completed as soon as the transfer is made by the Receiver regardless of how long it takes for the transaction to be confirmed on the Blockchain that corresponds to the Cryptocurrency Asset.

**4.1.3 Distribution Conditions.** No Distribution shall be made to any Claimant until the Receiver has confirmed that such Claimant does not appear on any Prohibited Persons List and until such Claimant has satisfied any applicable distribution condition set forth in the Plan, the Claims Procedure Order, or any other agreement such Claimant may have with the Receiver. No Distribution shall be made to any Claimant who has challenged or appealed the Court's order approving the Plan until such appeal has been finally resolved.

**4.2 No Liability for Errors in Wiring Instructions or Wallet Addresses.** The Receiver shall not bear any liability for Distributions made according to wiring instructions or to wallet addresses that contain errors made by a Claimant.

**4.3 Distributions Made Exclusively to Original Claimant.** Distributions under the Plan shall be made exclusively to the original Claimant and the Receiver shall not be responsible for ensuring that Distributions are paid to any Claimant's assignee or designee.

**4.4 Timing of Distributions.** The Receiver shall make Distributions under the Plan as provided in this Section 4.4.

**4.4.1 Initial Distribution.** The Receiver shall make the Initial Distribution on the Initial Distribution Date. The Initial Distribution shall consist of Available Cash or Available Cryptocurrency Assets to be paid to Class 1 or 2 as provided in Articles II and III of the Plan.

**4.4.2 Distributions on Final Distribution Date.** To the extent there are Available Assets following the Initial Distribution Date, the Receiver shall file a Distribution Motion (a) seeking a Distribution Order establishing a Final Distribution Date; and (b) furnishing a Distribution Notice to include the Distribution Objection Deadline and an allocation stating the proposed Allowed Amount, classification, and proposed Distribution on account of each Claim, further including a statement of payments made to each Claimant in prior Distributions. On the Final Distribution Date, the Receiver shall distribute all remaining Available Assets as provided in Articles II and III of the Plan to the Claimants in Classes 1 and 2 whose Claims were Allowed before and as of the Final Distribution Date, less any Reserve necessary to pay the final projected expenses of the Receivership Entity.

**4.4.3 Objections to Distribution Motions.** Holders may object to a Distribution Motion on the grounds that the proposed Distribution violates the Plan or the Claims Procedure Order, but may not object to the methodology for calculating the Allowed Amount or classification of Claims under the Plan or the Claims Procedure Order.

**4.5 Remnant Assets.** Except as otherwise ordered by the Court on motion by the Receiver, to the extent Assets remain after (a) making all required Distributions under the Plan; (b) paying all Allowed Claims in full; and (c) paying all fees and expenses owed to the Receiver and his professionals pursuant to the Receivership Order, any remaining Assets shall be assigned to or (if feasible) converted to Cash and deposited with the Treasurer of the United States or a designated depository, in the name and to the credit of the Court pursuant to 28 U.S.C.A. § 2041.

**4.6 Cash Payments.** Distributions made pursuant to the Plan in the form of a check shall be null and void if the check is not negotiated within 180 days of the date of issuance thereof. Surplus funds resulting from the operation of this Section 4.6 shall be subject to Sections 4.5, 4.9, and 4.10.

**4.7 Delivery of Distributions.** If a Distribution to any Claimant is returned as undeliverable, the Receiver may, at his sole discretion, use reasonable efforts to determine the current address of such Claimant. Notwithstanding the foregoing, undeliverable Distributions shall be held by the Receiver subject to Sections 4.9 and 4.10.

**4.8 Withholding Taxes.** Responsibility for compliance with any tax withholding, reporting, certification, and information requirements imposed by any domestic or foreign governmental authority related to any Distribution hereunder shall be borne by the recipient of such Distribution and not by the Receiver.

**4.9 Unclaimed Property.** Any Claimant who fails to claim any Distribution by the Forfeiture Date shall forfeit all rights to payment on account of such Claimant's Claim, and all forfeited funds shall revert to the Receivership Entity. For the avoidance of doubt, failure to negotiate prior to the Forfeiture Date a check or other negotiable instrument sent in satisfaction of the Receiver's obligations under this Plan shall invoke the operation of this Section 4.9, *provided, however*, that Claimants may submit a Writing to the Receiver requesting reissuance of a Distribution check within 180 days of the original issue date.

**4.10 Forfeited Property.** Upon the forfeiture of Cash or the right to any Distribution pursuant to Section 4.9, such Cash or obligation shall be redistributed in accordance with the Plan as if the related Claim were disallowed. Nothing herein shall require further efforts to attempt to locate or notify any Person with respect to any forfeited property.

**4.11 No Distributions Pending Allowance.** If a Claim or any portion of a Claim is Disputed, no Distribution or other payment will be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

**4.12 No Interest on Claims.** No interest, fees, or profit shall accrue or be paid on or in connection with any Claim, and no Claimant shall be entitled to interest or profit during the period following the Receivership Date in connection with any such Claim.

## V.

### EFFECT OF APPROVAL OF THE PLAN

**5.1 Satisfaction of Claims Against the Receivership Entity.** Except as otherwise expressly provided in the Plan, the Court's approval of the Plan shall, as of the Effective Date: (a) discharge the Receivership Entity from all Claims, demands, liabilities, other debts, interests and other obligations that arose on or before the Effective Date, whether or not (i) a Claim based on any such obligation is filed or deemed filed; (ii) a Claim based on any such obligation is Allowed; or (iii) a Holder or Claimant has objected to the Plan; and (b) preclude all Persons from asserting against the Receivership Entity any other or further Claims or interests based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.

**5.2 Releases.** Except as otherwise provided in the Plan, as of the Effective Date and for good and valuable consideration, the adequacy of which is hereby confirmed, and except as may be otherwise ordered by the Court, all Holders shall be deemed to have released and forever waived and discharged the Released Parties from all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence in any way relating to the Receivership Entity, the Plan, the purchase, sale, or rescission of the purchase or sale of any security, cryptocurrency, virtual currency, digital asset, or any other asset of any kind belonging to or issued or sold by the Receivership Entity, the subject matter of, or the transactions or events giving rise to, any Claim or interest that is treated in the Plan, the business or contractual arrangements between the Receivership Entity and any Released Party, the negotiations, formulation, or preparation of the Plan or related agreements, instruments, or other documents, or upon any other act or omission, transaction, agreement, event, or other occurrence that could have been asserted by or on behalf of such Holders against the Released Party, other than Claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct or gross negligence.

**5.3 Binding Effect.** The Plan shall be binding upon, and inure to the benefit of, the Receivership Entity, Holders, parties in interest and governmental units and their respective successors and assigns, whether or not such Persons are entitled to receive any Distribution under the Plan.

**5.4 Receivership Order Not Superseded.** To the extent there is any conflict between the terms of the Plan and the Receivership Order, the Plan shall control only to the extent necessary to effectuate the Distribution scheme set forth herein.

**5.5 SEC Actions Unaffected By Plan.** Notwithstanding anything in this Article V or any other provision of the Plan, nothing in the Plan shall discharge, waive, settle, release or preclude any current or future legal action or claim that has been or may be brought by the SEC.

## **VI. MISCELLANEOUS PROVISIONS**

**6.1 Amendment or Modification of Plan.** The Receiver may propose written modifications to the Plan at any time, with such modifications becoming effective only upon Court approval.

**6.2 Governing Law.** Except to the extent that federal law is applicable or the Plan provides otherwise, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas without giving effect to its conflict of law principles. Notwithstanding entry of a Court order approving the Plan or the occurrence of the Effective Date, the Court shall retain exclusive jurisdiction to hear and determine all disputes arising from the interpretation or implementation of this Plan and all actions taken pursuant to the Plan.



**6.3 Notices.** Any notice required or permitted to be provided under the Plan shall be in writing and served by either (a) certified mail, return receipt requested, postage prepaid, (b) hand delivery, (c) overnight delivery service, charges prepaid; (d) email; or (e) by docketing on the Court's Electronic Case Files (ECF) system. If to the Receivership Entity, any such notice shall be directed to the following:

Mark W. Rasmussen  
Jones Day  
2727 N. Harwood Street  
Dallas, Texas 75201  
[mrasmussen@jonesday.com](mailto:mrasmussen@jonesday.com)

-- with copies to --

Richard J. Johnson  
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**6.4 No Admissions.** As to causes of action or threatened causes of action, nothing in the Plan shall constitute or be construed as an admission of any fact or liability, stipulation, or waiver, but rather as a statement made in settlement negotiations. The Plan shall not be construed to constitute advice on the tax, securities, and other legal effects of the Plan as to Holders of Claims against, or interests in, the Receivership Entity or any of its subsidiaries or affiliates.

**6.5 Exhibits.** Subject to the procedures for determining the Allowed Amount and classification of Claims delineated in the Claims Procedure Order, all Exhibits to the Plan are incorporated into and are a part of the Plan as if set forth in full herein.

**7.1 *Bolded and italicized text was added by the Court after the plan was submitted by the Receiver.***

Dated: December 27, 2019

Respectfully submitted,

*/s/ Richard J. Johnson*

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COUNSEL FOR COURT-APPOINTED  
RECEIVER



EXHIBIT 1

First Name	Last Name	Claim ID	BTC	ETH	BTS	LTC	USD	DOGE	BitUSD
Steven	Perdikis	1002		0.46059332	1200				
Karthik	Paduchuru Subramanyam	1003				1.19			
Andrew	McCullough	1004		0.6407					
Stephen	Snezek	1005		0.19248					
Lawrence	Tout	1006	0.01313377						
Abhijitsing	Girase	1007		0.7392					
Kyle	Weiss	1008	0.153475						
Jesse	Tuominen	1009	0.01937233						
Rocco	Pietropola	1010					\$6,000.00		
Álvaro	Machado	1011		0.71579					
Ed	Konarske	1012	0.038434						
Brian	Carpenter	1014	0.0102						
Jason	Cebollero	1015	0.0716137						
Mark	Lawson	1016					\$261.27		
Sean	Donoahue	1017		0.66414					
Bartosz	Klemensowski	1018		0.26243					
Michael	McLoughlin	1019		1.7115					
Thomas	Luongo	1020	0.03440151						
Antoine	de Kermel	1021		0.17829					
Berl	Kaufman	1022	0.05441194			0.61			
Lawrence	Tout	1023	0.01313377						
Charles	Goss	1024		0.39074					
Cedric	Cobban	1025	0.17113868						
Abdel	Aljazzazi	1026	0.041						
Stephen	Rivers	1027		0.76413155					
Carl	Jones	1028		0.53326943					
Rodrigo	Medina	1030	0.05842417		4817				
Robert	Harris	1031	0.71968685						
Ford	Jones	1032	0.05506746						
Martin	Raum	1033				0.43			
Michael	Aspell	1034		1.66219					
Charles	Simpson	1035					\$96.41		
William	Fjetland	1036	1.04829652						
Justin	Bergener	1037	0.0063						
John	Allender	1041		2.8584			\$192.93		
Ayhan	Gungor	1042		0.9372					

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First Name	Last Name	Claim ID	BTC	ETH	BTS	LTC	USD	DOGE	BitUSD
Jared	Swanson	1044	0.01850383						
Paulo	Santos	1045		1.53847					
Justin	White	1046		0.84571676					
Theodore	Monsour II	1047	0.0098			1.13			
Todd	Mehlhoff	1049	0.00860796						
Troy	Weber	1050	0.01049039						
Stephen	Fitzgerald	1051						25419.93	
Puneet	Kumar	1052		10.64					
Balazs	Bocska	1053				29.67			
Kristopher	Scott	1055		0.08705732					
James	Kendall	1056	0.22952325						
Steve	Kogut	1057		4.39933424					
Esterline	Gedeus	1058		0.09287022		5.9			
Anthony	Ivich	1059		0.26053952					
Russell	Mace	1060				1.14			
Patrick	Moore	1061	0.00907318						
Sion	Ledbetter	1062				8.98			
Steven	Brown	1063	0.24093773						
Robert	Castles	1064		5.17356					
Zhuoli	Liang	1065		1.32926					
Saravanakumar	Perumal	1066		0.33896476					
Jan	Zoltkowski	1067		1.72339					
Wilnem	Dayao	1068			5800				
Muhammad Yusoff Ong	Abdullah	1069			270				
Florian	Siegert	1070		5.71200694					
Paolo Maria	Gavelli	1071		0.21273043					
Gaétan	Gerome	1072			1943	2.07			
Jonny	Saragih	1073						12571.84	
Stan	Melching	1074			4211				
Fabiano	Nunes	1075		19.3227					
Chris	Sloboda	1076	0.01614						
Colby	Johnson	1077		0.52898					
Christopher	Calzaretta	1078	0.01313205			1.53			
Gabin	Williams	1079			117000				
Vladislav	Pavich	1080	0.03266884						
Douglas	Reach	1081				0.44			

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First Name	Last Name	Claim ID	BTC	ETH	BTS	LTC	USD	DOGE	BitUSD
Yemane	Neguse	1082					\$174.18		
Andy	Trantham	1083		0.27828					
Nicolas	Huzella	1084		0.09315					
Elias	El Wafir	1085	0.00907167						
Chris	Truman	1086	0.09364548						
Brian	Cundiff	1087	0.009						
Harun	Alpar	1088		0.4004					
Rafael	Espeja	1090		0.59532					
Steve	Brazil	1091		0.13293					
Cory	Jacobsen	1092	0.0446968						
Sven	Petermann	1093		0.10441					
Christopher	Nierlich	1094				7.12			
Joao	Seabra	1095	0.24443474						
Zachary	Covell	1096	0.01008646						
Anthony	Bailey	1097				0.33			
Robert-Octavian	Popescu	1098	0.04894078						
David	Lerner	1099		1.51794963	9000		\$199.00		
Paul	Berkenbosch	1100	0.02624672						
Peng	Yang	1101		3.23331537					
Eric	Levinson	1103					\$87.09		
John	Iadaluca	1104		3.702955393					
William	Parbina	1106		0.14532697					
Benzyrus Zen	Usin	1107		0.15998945					
Cornelis	Loemau	1108		0.37299					
Joshua	Vinson	1110	0.09355354						
Jaume	Martí Farriol	1111	0.01315074						
Truong	Nguyen	1113			35185				
Sachin	Jain	1114		1.46513264					
Deric	Robinson	1115		0.21527					
Remi	Deva	1116	0.11622276						
Christopher	Powell II	1117				1.77			
Kevin	Zuber	1118		0.25396236					
Danish	Kanojia	1119						8460.56	
Michail	Fragkakos	1120		5.142301					
Donald	Dramnitzke	1121		0.11057249					
John	Fernandes	1122	0.0773028	0.27948					

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First Name	Last Name	Claim ID	BTC	ETH	BTS	LTC	USD	DOGE	BitUSD
Brandon	Elliott	1123		2.18340326					
Ivan	Ota	1124		0.9576					
David	Adkins	1125	0.10475122						
Heimo	Steiner	1126							
Vernell	Rue	1127					\$2,352.80		
Emile	Toups	1128	0.97013374						
Mathew	Smith	1129		0.16176419					
Andrew	Smith	1130		1.07584531					
Michelle	Freed	1131		0.09038423					
Kishan Reddy	Boya	1132	0.082821717	0.44003983					
David	Kosztadinov	1133				6.13			
Anupam	Singh	1134				4.4			
Suraj	Jadhav	1135	0.22881045		19375				
Akshay	Bajaj	1136	0.08794171		178120				
Ralf	Hundewadt	1137	0.03382968						
Espen Thun	Hoel	1138			5999		\$1,230.00		
Lindsay	Revell	1139		1.01706584					
Elizabeth	Chase	1140				0.33			
Nallur	Deepak	1141			25358				
Matthias	Müller	1142				3.5			
Qihua	Zhou	1143		1.57284					
Abdul	Adnan	1144		0.12641185					
Michael	Telanoff	1145		1.26772					
Ramin	Yoosefpour	1146	0.19930599						
Ralph	Johnson	1147		0.66981827					
Wu	Xiaowei	1148			18500				
James	Sandham	1149					\$111.04		
Jamal	Simpson	1150		2.63130869					
Brittany	Harris	1151	0.05171132						
Nicholas	Jones	1152	0.09160639						
Justin	Brooke	1153				4.905			
Sheldon	Gott	1154				3.64			
François	Perez	1155			16762				
Matthew	Howard	1157		0.3482	3235				
Justin	Dorsey	1158				0.88			
Ramzi	Zinnekeh	1159		0.8831					

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First Name	Last Name	Claim ID	BTC	ETH	BTS	LTC	USD	DOGE	BitUSD
Mohamad Zulfikri	Mohamad Nor	1160	1.2084						
Kristoffer	Canavera	1161					\$941.12		
Maniezhilan	Shanmugam	1162		0.35618					
Anietha	Palaniswamy	1163		2.69525					
Zachary	Small	1164					\$348.06		
Linda	Fine	1165					\$588.20		
Daniel	Hendricks	1166	0.04302104						
Nicholas	Lechner	1167	0.0111342						
Gregoru	Schroeder	1169		1.60826					
David	Salvidge	1170		0.1324702					
Lucca	Spaapen	1171		1.7522824					
Steve	Rusev	1172				1.68			
Alexander	Wade	1173		1.61760418					
Kathy	Harris	1174		0.13357			\$117.65		
Kiang	Kho	1175			4058				
Ryan	Conley	1176			100000.6				
Piotr	Klaban	1177		0.39452189					
Nick	Booth	1178		0.37791					
Craig	Mears	1179		5.26624	13289				
Siarhei	Nekhaichyk	1180		0.30031523					
Christian	Alfano	1181			2300				
Farshad	Manizani	1182		0.15711					
Robin	Dano	1183	0.07819						
Byron	Scherwitz	1184		0.32284906					
Thien	Lam	1185					\$120.00		
Stanley	Larimer	1186							3000
Muhammad	Bin Abdullah	1187			270				
Roy	Colbert	1188					\$352.92		
Adrienne	Colbert	1189					\$235.28		
Byron	Colbert	1190					\$235.28		
Victorio	Parra	1191		2.9505					
Barry	Goers	1192		6.9258					
Alistair	White	1193		3.47983782					
Dixie	Jones	1194					\$352.92		
Nurulyana	Binti Ibrahim	1195		0.73686167					

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First Name	Last Name	Claim ID	BTC	ETH	BTS	LTC	USD	DOGE	BitUSD
Muhammad Nazreen Shah Maula	Md Zin	1197		1.00195921					
Donald	Mitchell	1198		0.15918					
Ben	Allgood	1199					\$1,191.50		
Navin	Puri	1200		0.66397389					
Harpreet	Saini	1201			30000				
Amir	Clyde	1202		1.60720879					
Stephen	Holland	1203			2000				
Donald	Mitchell	1204		0.15918					
Robert	Brind	1205			1205				
Trevor	Weaver	1206		0.4213	8426				
Christian	Olsen	1207			40000				
Wen Cheng	Cheaw	1208		0.09968					
Lewis	Xiang	1209	0.2370569	20.5					
Sean	Piepho	1210		0.23557243	670				
Calvin	Gawronski	1211		1.39842506					
Marco	Alvarado	1212	0.09470686						
Barry Trevor	Reddell	1400		0.9918					
Abebaw	Mkonen	1401					\$1,000.00		