

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

<hr/>)
UNITED STATES SECURITIES))
AND EXCHANGE COMMISSION,))
))
Plaintiff,))
))
v.)	Case No. 1:15-cv-659-JMS-MJD
))
VEROS PARTNERS, INC,))
MATTHEW D. HAAB,))
JEFFERY B. RISINGER,))
VEROS FARM LOAN HOLDING LLC,))
TOBIN J. SENEFELD,))
FARMGROWCAP LLC,))
PINCAP LLC, and))
))
Defendants,))
))
PIN FINANCIAL LLC,))
))
Relief Defendant.))
<hr/>)

RECEIVER’S PRELIMINARY LIQUIDATION PLAN

William E. Wendling, Jr., the Court-Appointed Receiver over the estates of Veros Farm Loan Holding LLC, FarmGrowCap LLC, PinCap LLC, and all of the private offerings in which Defendant Veros Partners, Inc. controls investor funds (the “Receivership Defendants”), by counsel, submits this Preliminary Liquidation Plan (the “Plan”) in accordance with Paragraph 54 of the Agreed Order Appointing Receiver (“Agreed Order”) [[Filing No. 34, at ECF p. 19](#)] and for the purpose of providing a plan “for the fair, reasonable and efficient recovery and liquidation all remaining, recovered, and recoverable Receivership Property” as well as an update on the Receiver’s work and findings to date. The facts presented in this Plan may be supplemented,

amended and/or corrected as this investigation continues, and include the preliminary assessment of the Receiver, the Receiver's counsel and staff, agents, consultants and advisors.

INTRODUCTION

1. When the Receiver was appointed, he began his Investigation into the operations of the Receivership Defendants and such Investigation remains ongoing. To date, the Investigation has found that there are approximately 175 different investor entities or individuals invested in the 26 Private Offerings, and in the 2013 VFLH and 2014 FarmGrowCap investments. Each Offering (investment) is basically a loan with varying terms. Some of these Private Offerings are interrelated and/or dependent upon each other for success, such as True Blue Berry and Blue Crop Group, and the various Cherry Farms Offerings/loans. The Receiver has found that many of the farm loans made through VFLH and FarmGrowCap (and even in some of the private offerings) are delinquent and that some of the security filings may not have been properly perfected. The Receiver will provide additional reports of the findings of the Investigation in a future status report.

PROCEDURAL BACKGROUND

2. The Agreed Order directs the Receiver to:
- A. To use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Defendants, including, but not limited to, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights and other assets, together with all rents, profits, dividends, interest or other income attributable thereto, of whatever kind, which the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly ("Receivership Property" or, collectively, the "Receivership Estates");
 - B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Defendants; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;

- C. To manage, control, operate and maintain the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of this Court;
- D. To use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging his duties as Receiver;
- E. To take any action which, prior to the entry of this Order, could have been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Defendants;
- F. To engage and employ persons in his discretion to assist him in carrying out his duties and responsibilities hereunder, including, but not limited to, accountants, attorneys, securities traders, registered representatives, financial or business advisers, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers;
- G. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;
- H. The Receiver is authorized to issue subpoenas for documents and testimony consistent with the Federal Rules of Civil Procedure;
- I. To bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver;
- J. To pursue, resist and defend all suits, actions, claims and demands which may now be pending or which may be brought by or asserted against the Receivership Estates; and,
- K. To take such other action as may be approved by this Court.

Agreed Order Appointing Receiver [[Filing No. 34, at ECF pp. 4-5](#)]

3. The Receiver is submitting this Plan pursuant to Paragraph 53 of the Agreed Order. The Final Liquidation Plan, pursuant to Paragraph 54 of the Agreed Order, will follow at a later date. The Receiver's First Quarterly Status Report required pursuant to Paragraphs 55 and 56 shall be filed on or before July 30, 2015.

4. According to the SEC Complaint, the Defendants Veros and Haab, fraudulently raised millions of dollars from investors who were told that the funds would be used to make short-term operating loans to farmers for the 2013 and 2014 growing seasons. Although some investor money was loaned to the farms, significant portions of the loan proceeds were used instead to cover the farms' prior unpaid debt. Further, Haab, Risinger and Senefeld used money from the 2013 and 2014 Offerings to make approximately \$7 million in payments to investors in other offerings and to pay themselves over \$800,000 in undisclosed "success" and "interest rate spread" fees. They also repeatedly misled investors about the risks, nature, and performance of the investments and underlying farm loans [[Filing No. 57, at ECF p. 2](#)].

5. At the time the SEC Complaint was filed, it was estimated that the investors in the 2014 FarmGrowCap Offering were owed around \$9 million in principal and interest, much of which represents amounts owed to investors in the 2013 Offering and 2014 Bride Loan Offering that were "rolled over" into the 2014 Offering [[Filing No. 57, at ECF p. 24](#)]. Further, as of late March 2015, seven of the eight farm loans funded by the 2014 Offering were past due and the outstanding balance on those past due loans was approximately \$7 million. The Defendants acknowledged that the 2014 Offering investors would not be repaid in full by April 30, 2015 and that it was unknown when they could be repaid. PinCap, which guaranteed FarmGrowCap's obligation to repay investors in the 2014 Offering, had only \$16,327 in its bank account as of March 31, 2015. PinCap's only income has been the fees it received from the 2013 and 2014 Offerings, and its only other potential source of income is distributions from Pin Financial, its broker-dealer subsidiary [[Filing No. 57, at ECF p. 25](#)].

6. The Receiver has been cooperating with the SEC and working with the Receivership Defendants to locate, gather, and preserve assets.

DESCRIPTION OF RECEIVERSHIP ENTITIES

7. **Veros Farm Loan Holding LLC.** VFLH was an Indiana Limited Liability Corporation that was established on or about February 26, 2013, and was dissolved by Articles of Dissolution filed February 17, 2015. VFLH was formed as a holding company to receive investor funds and loan them to PinCap LLC [[Filing No. 57, at ECF p. 5](#)]. It was controlled and operated by the Defendants Haab, Risinger and Senefeld [[Filing No. 57, at ECF p. 2](#)].

8. **FarmGrowCap LLC.** FarmGrowCap is an Indiana Limited Liability Company based out of Risinger's law office in Carmel, Indiana. Articles of Organization were filed with the Indiana Secretary of State on January 23, 2013. At the time it was formed, PinCap LLC was the original and sole member of FarmGrowCap. FarmGrowCap issued the securities in the 2014 Offering and was used by Risinger, Haab and Senefeld to originate and manage the farm loans in the 2013 and 2014 Offerings [[Filing No. 57, at ECF p. 5](#)]. On or about March 17, 2014, PinCap LLC assigned and transferred all of its right, title, and interest FarmGrowCap to Risinger.

9. **PinCap LLC.** PinCap is an Indiana limited liability company based out of Risinger's law office in Carmel, Indiana. PinCap issued the securities in the 2014 Bridge Loan Offering and is owned by Veros, Risinger and Senefeld, and managed by Risinger, Senefeld and Haab. It was used by them to make and manage private offerings in which Veros clients invested. [[Filing No. 57, at ECF p. 6](#)].

10. **Private Offerings.** This includes all private offerings in which Defendant Veros controls investor funds. Each Private Offering is basically a loan with varying terms. At the time of the Receiver's appointment, there were 27 Private offerings, including FarmGrowCap and PinCap. The timing of collections and payments vary significantly and several of the private offering ventures contemplate long-term financial planning so that investors may switch to

equity owners. The length of a loan may be short-term because additional funding was going to be provided in the future.

11. **Relief Defendant, Pin Financial LLC.** Pin Financial is a New York limited liability company and SEC-registered broker-dealer (since 2005) based in New York, New York. Pin Financial has acted as placement agent for private offerings made to Veros advisory clients. Risinger and Senefeld acquired Pin Financial in or around 2013 [[Filing No. 57, at ECF p. 6](#)]. Pin Financial, is owned 100% by PinCap.¹

SUMMARY OF RECEIVERSHIP OPERATIONS AND FINDINGS TO DATE

12. As set forth above, the Receiver is directed to identify, locate, recover and preserve all assets of the Receivership Estate(s) for liquidation and distribution to the appropriate parties in accordance with a Liquidation Plan. The Receiver and his team have been primarily focused on the following activities: establishing and operating the Receivership Estate for the benefit of the investors of the Receivership Estate; investigating the financial condition of the Receivership Estates; evaluating and preserving Receivership Estate(s) assets; and, investigating and analyzing claims of the Receivership Defendants against third parties.

Establishing and Operating the Receivership Estate

13. Upon his appointment on May 1, 2015, the Receiver retained Anne Hensley Poindexter and Rodney T. Sarkovics of Campbell Kyle Proffitt LLP (“CKP”) to act as his counsel. The Receiver then retained the services of Blue & Co., LLC, (“Blue & Co.”) to provide forensic and ongoing accounting and bookkeeping services, including preparation of tax returns and K-1s, 1099s, 1098s for each entity, and as consultants to assist with the analysis of the

¹ Although the SEC Amended Complaint states that PinCap is the majority owner of Pin Financial, the Receivership Defendants informed the Receiver that PinCap is the 100% owner of Pin Financial, and the SEC form X-17A-5 filed by Pin Financial on March 2, 2015, as EDGAR Document Number 15047567 shows PinCap as 100% owner of Pin Financial.

financial condition and activities of the Receivership Defendants.

14. The Receiver has seized certain bank accounts at MainSource Bank, opened corresponding bank accounts at The National Bank of Indianapolis and transferred funds to each. The Receiver has also initiated the process to seize funds held in the name of Midwest Blueberry Farms, Inc. at Macatawa Bank located in Holland Michigan and will deposit those funds into a Receivership account at National Bank of Indianapolis upon receipt of the same.

15. On May 12, 2015, the Receiver sent a letter to each known investor of VFLH, FarmGrowCap, PinCap, and the Private Offerings notifying them of the Receivership and requesting information regarding all of their investments in each of the entities including both closed and open investments since at least January 1, 2012. The Receiver set up web pages with detailed information for the investors along with a secure portal through which the investors can provide information requested by the Receiver. To date, a great many investors have provided hard copy documents, emailed documents or uploaded documents to the secure portal set up by the Receiver, and new documents continue to arrive from investors daily. The Receiver and his staff have had many conversations and emails correspondence with the investors responding to inquiries and requests for information.

16. The Receiver has reviewed pending litigation involving FarmGrowCap; has talked to the debtors and begun collecting on current and past due payments for loans/investments made; and, has had numerous discussions and reviewed information provided by the Receivership Defendants in connection with attempting to determine the status of investments and loans. A more detailed statement is contained in the Receiver's Quarterly Status Report being filed this same date.

17. The Receiver has reviewed the Private Placement Memorandum and Investor

Summary for each of the Private Offerings, and is working with the representatives from Blue & Co. to begin the detailed review and analysis of the Private offerings.

18. As of June 30, 2015, the Receiver seized the bank accounts as set forth above and as described in more detail in paragraphs 13 and 14, on pages 9-11 of the Receiver's First Interim Report being filed contemporaneously herewith. The total amount of funds collected from banks was \$245,677.47. The Receiver received approximately \$2,036,421.03 payments from debtors owed on various farm loans, and in turn paid a total of approximately \$580,588.41 in real estate and equipment lease payments, mortgage payments, and a project draw for Jennings Design all of which are due as a result of the signed agreements under the private offerings and loans. No payments have been made to investors since the Receiver was appointed and took possession of the bank accounts. The total amount of funds in all of the NBI accounts in the Receiver's possession was approximately \$1,701,233.09 as of June 30, 2015.

19. The Receiver has various other assets of an unknown value which include various fees for services by Pin Financial and the lawsuit in Illinois for collection of a debt owed on loans made under FarmGrowCap. The Illinois lawsuit is currently stayed, and the Receiver is working with counsel in that matter in an attempt to settle the issues.

20. The Veros Private Offerings must be reviewed and analyzed to determine the actual value of those assets and the status of the funds invested. Accordingly, the value of those assets is presently unknown.

Investigating the Financial Condition of the Receivership Estates

21. As set forth in the Receiver's First Interim Report, litigation is pending (but presently stayed) in the Circuit Court of the Sixth Judicial Circuit, Piatt County, Illinois. FarmGrowCap filed a lawsuit against RJW Williams Farms, et al in an attempt to collect on

monies owed under the FarmGrowCap loan. The Receiver believes that this matter is ripe for settlement and that settlement is indeed possible and should be pursued in order to keep fees down and collect on the loan(s) involved.

22. There are several loans which are either in default or close to default. The Receiver is attempting to work with some of the farmers to obtain a deed in lieu of foreclosure, to collect on collateral and/or work out plans for repayment if possible. If these efforts fail, then the Receiver may need to initiate litigation to collect on the loans and the secured collateral.

23. At present, the Receiver believes that the FarmGrowCap loans collectively represent a potential loss of approximately \$8,631,808 and believes that it is essential to concentrate significant effort in collecting delinquent payments from the farmers to whom FarmGrowCap lent money. Further, consideration must be given to those investors from 2011, 2012, and 2013 that received payments in excess of their principal contributions as potential claw back. However, The Receiver has begun collecting payments on the loans and anticipates that more payments will be collected which would offset potential losses.

Evaluating and Preserving the Receivership Estate Assets

24. Blue & Co. has been assigned the task of reviewing each of the Private Placements to determine the nature and status of the investment(s), income and expenses, to provide updated information from time to time for the Receiver (and subsequently, the investors), to prepare state and federal tax returns, and make a determination whether the Private Placements have been properly handled and accounted for.

25. Some of the Private Offerings are problematic. True Blue Berry Management investments, all of the Blue Crop Group investments, and all of the Cherry Farm investments. Briefly, the True Blue Berry and Blue Crop Group are interrelated or dependent upon the success

of the other and if one falters then it jeopardizes others. In that regard, the Receiver filed motions on June 29 and July 16, 2015 [[Filing No. 71](#), and [Filing No. 79](#)] requesting approval to sign an agreement that would allow the McFarlands to loan money to True Blue Berry Management LLC for 2015 operating funds (and provided a covenant not to sue and not seek clawback so long as the information contained therein was true) and an Intercreditor Agreement that would confer upon the McFarlands equal footing with respect to the collateral/security with the initial investors of the 2015 True Blue Berry Management LLC Private Offering. The Court granted the Receiver's motions and both agreements were then executed. There is also an issue of a loan by FarmGrowCap to True Blue Berry for \$200,000, but that loan is to be paid by one of the Blue Crop Group entities.

26. Cherry Farms and Cherry Family placements are delinquent in an amount that appears to be several million dollars. That debt is growing due to high interest rates on the loans. The Receiver and his counsel met with the Cherrys to discuss the delinquencies and were informed that they are attempting to obtain permanent financing in hopes of paying off the debts owed on the various loans. If they are able to do this, they anticipate it will be in an amount sufficient to pay off the investors of those Private Offerings.

27. As stated in paragraph 22 above and in the Receiver's First Interim Report, the litigation regarding Williams Farm Loans for 2013 and 2014 may soon be settled. There may be some problems with perfection of the UCC filings, and there is disagreement in regard to actual amounts paid and owed by the Williams. Consequently, the final settlement amount paid by Williams may be different or less than what FarmGrowCap shows as the balance due.

28. The Crossroads Farms are attempting to obtain permanent financing that would pay off what is owed to FarmGrowCap. The Receiver has been in discussions with the bank

making the financing and has been able to work through issues that were of concern to the bank. However, if for some reason Crossroads is unable to secure permanent financing, FarmGrowCap has security on the real estate and has sent the Crossroads' attorney a deed in lieu of foreclosure requesting that it be signed in order to avoid litigation if the loan falls through.

29. The Receiver has been in contact with Harold Birch, a friend of the owners of Kirbach Farms. Mr. Birch has personally guaranteed the Kirbach Farm Loan and has the money to pay it. He is assisting the Crossroads Farms owners to secure new financing and the Receiver is moderately confident that this loan will be paid.

30. The Boyer Farms loan is a little over \$1,000,000 delinquent. Because Mr. Boyer informed the Receiver he was going to file bankruptcy, the Receiver travelled to Oregon to meet with Mr. Boyer, review the collateral/security and farm operations, and discuss the potential for payment of the amount due. Further, there was approximately \$791,000 worth of 2014 farm crop proceeds that had to be addressed and potential liquidation of four (4) acres of property on which FarmGrowCap has a first mortgage. Mr. Boyer is attempting to sell his equipment and those proceeds would go toward the amount owed. The Receiver found that the 2014 crop proceeds have disappeared, and there may be an issue with perfection of the security filings. The Receiver believes there is additional work to do regarding this loan and that some funds may be obtained toward the balance owed but that it will not be paid in full.

31. The Receiver is researching the status of the Rosentreter farms loan which is just over \$1,000,000 delinquent. If necessary, the Receiver will use subpoena powers to obtain additional information to determine where crops were sold and if litigation is appropriate. Again, there may be an issue with perfection of the UCC filings on this loan. The Receiver has been in touch with Rosentreter's attorney.

32. There is a FarmGrowCap loan to PinCap LLC in the amount of \$361,711. The date of the note is April 12, 2013 with a maturity date of April 30, 2014 and appears to be for “working capital.” No payments have been made on this loan. Although one of the Defendants stated that 15% of any fees generated by Pin Financial should be applied to the payment of this loan, the promissory note does not reflect that schedule or manner of payment. Further, this loan does not meet the criteria of the FarmGrowCap private placement memorandum for the type of loans FarmGrowCap would make and this note is not secured which is also required by the private placement memorandum. Lastly, as set forth above, PinCap is owned by Defendants Senefeld, Risinger and Veros Partners. The Receiver is not confident that this loan will be repaid.

33. The accountants are auditing the farm loan operation of Veros, including but not limited to, farm loans made in 2011, 2012, and 2013 under VFLH and 2014 farm loans made under FarmGrowCap. The purpose of the audit is to determine what each investor invested in the farm loan operations, and any payments received by each. This will require investigatory and forensic accounting by the accountants. Upon completion of these actions by the Accountants, the Receiver will have information to determine whether there are funds that may be available for claw back.

34. The Receiver is not aware of any miscellaneous assets or other property (real, personal, or business) within the Receivership Estate(s).

35. Immediately after his appointment, the Receiver filed copies of the Order Appointing Receiver in several district courts for the jurisdictions where the Receiver was able to determine that the Receivership Defendants had made loans or potentially had security interests in property. The Receiver continues to investigate and review information and in the event other Receivership assets are found will file the appropriate documents.

Analyzing Claims Against Third Parties

36. As set forth above, the Receiver has focused his initial efforts primarily on locating and securing assets of the Receivership Estate including payments owed on the various farm loans. As more evidence is uncovered, the Receiver will consider bringing claims against officers, employees, participants, professionals and others who may have benefited from the bad acts of the Defendants. These claims may include common law claims and “clawback” claims under applicable fraudulent transfer statutes against those who may have received back more (of other investor’s money) than they paid into the investment(s). Also, the Receiver intends to investigate potential claims against professionals and others involved in the bad acts who may be liable for the role they played in facilitating the operation and will file suit accordingly only if the Receiver believes that such a suit is warranted and a recovery is reasonably likely.

37. The Receiver’s investigations of these claims against third parties are in the preliminary stages, and the Receiver is not yet able to predict the likelihood, amount or cost-effectiveness of any particular claims or the claims as a whole. The Receiver does, however, plan to first offer those who are required to return any money to the Receivership estate the opportunity to do so before incurring the costs of litigation.

38. The Receiver is not aware of any claims or potential claims against the Receivership Estate. In the event such information would come to the Receiver’s attention, the Receiver will evaluate the merit of any such claim and will act accordingly with notice to the Court and the SEC.

ASSET LIQUIDATION AND DISTRIBUTION OF PROCEEDS

39. As detailed above, the Receiver has undertaken the marshalling of the Receivership Assets and will continue to do so as he identifies other Receivership Assets. To the

extent that the Receiver believes a Receivership Defendant holds causes of action that would provide a net benefit to the estate of the Receivership Defendant, the Receiver will pursue those actions. At this stage, it is not clear how long these tasks will take.

40. While the time frame for recovering assets is unclear, and varies according to the terms of each loan made, the Receiver is mindful that the process of distributing these assets to the victims (i.e. the investors) of the Defendants' bad acts is of paramount importance in this case. The preliminary investigation has shown that there may be as many as 175 investors. As the accountants complete their review of each Private Offering, the Receiver anticipates that he will be able to notify each investor as to the status of that individual's investment, and any potential clawbacks that may be owed to the Receivership estate.

41. In regard to the Private Offerings, the Receiver has begun investigating the possibility of selling to investment banks those Offerings which may be found to be without error or mishandling.

42. The Receiver believes that collection efforts on the FarmGrowCap loans are of paramount importance and that he should concentrate a great deal of effort in that area which, in turn, should generate a large amount of funds to pay the claims in the Receivership Estates.

43. Another significant source of potential funds for the Receivership Estate involves the efforts of Tobin Senefeld and Pin Financial. Pin Financial and Mr. Senefeld are attempting to find legitimate loans for those who need them. The Receiver and Mr. Senefeld recently completed the placement of a loan which has resulted in fees of \$310,000 less a wire transfer fee. As set forth in the Agreed Order Appointing Receiver, Pin Financial is the Relief Defendant and must pay over to the Receiver any funds received by Pin Financial that: are attributable to funds derived from investors or clients of the Defendants; are held in constructive trust for the

Defendants; were fraudulently transferred by the Defendants; and/or may otherwise be includable as assets of the estates of the Defendants (“Recoverable Assets”) [[Filing No. 34, at ECF p.2](#)]. Pursuant to the Preliminary Injunction Order entered by the Court on May 7, 2015 [[Filing No. 48](#)], Mr. Senefeld is authorized to continue to serve as President and CEO of Pin Financial under the supervision of the Receiver. Accordingly, the Receiver believes Mr. Senefeld should continue to pursue legitimate loan placements so that the fees generated by his efforts will bring additional monies into the Receivership Estates.

44. The Receiver is examining all possible avenues to streamline the claims and distribution process in this case so that he can return as much of the marshalled assets to the investors as possible. Once the Receiver has completed the investigation and has further information as set forth above, he will begin formulating a claims process and will seek court approval of that process as soon as practicable. Additionally, the Receiver will formulate a distribution plan to provide for distribution of the marshalled assets to the various creditors as expeditiously as possible, including whether it will be feasible to make preliminary distributions in this case.

CLAIMS PROCESS

45. As set forth above, the Receiver is not yet in a position to establish a claims process. Once the Receiver has determined what he believes the claims process will entail, he will seek the Court’s approval of the process and the claim form.

CONSIDERATION OF BANKRUPTCY FILING

46. At this time, the Receiver does not believe filing a bankruptcy case would be beneficial to the estate of any of the Receivership Defendants and it does not appear that there would be any advantage in the recovery of assets of the Receivership Defendants from seeking

bankruptcy protection at this time. However, the Receiver will continue to evaluate this position and reserves the right to cause one or more of the Receivership Defendants to seek such protection in the future.

CONCLUSION

The Receivership Investigation is ongoing. The next steps involve the recovery efforts as set forth above, including the potential assertion of third party claims, the sale of Private Offerings to investment banks, collection on the loans made, etc. The complexity of the investments and loans made, the high numbers of transactions and missing or incomplete records will require additional and significant investigatory efforts.

Dated: July 30, 2015

Respectfully submitted,

By s/*Anne Hensley Poindexter*.
Anne Hensley Poindexter, #14051-29
Rodney T. Sarkovics, #19547-49
CAMPBELL KYLE PROFFITT LLP
One Penn Mark
11595 N. Meridian St., Suite 701
Carmel, IN 46032
Telephone: (317) 846-6514
Fax: (317) 843-8097
Email: apoindexter@ckplaw.com
E-mail: rsarkovics@ckplaw.com

Counsel for the Receiver

Certificate of Service

I hereby certify that on July 30, 2015, a copy of the foregoing Receiver's Preliminary Liquidation Plan was filed electronically. Notice of this filing will be sent to the following parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

Robert M. Moye, MoyeR@sec.gov
Nicholas J. Eichenseer, EichenseerN@sec.gov
Doressia L. Hutton, HuttonD@sec.gov
Kathryn A. Pyzaska, PyzaskaK@sec.gov

J. Richard Kiefer, jkiefer@bgdlegal.com
James J. Bell, jbelle@bgdlegal.com
John F. McCauley, jmccauley@bgdlegal.com

Jeffrey B. Bailey, jbbailey@boselaw.com
Ronald E. Elberger, relberger@boselaw.com

Jeanine R. Kerridge, Jeanine.kerridge@btlaw.com

Fred Anthony Paganelli, tony@tonypaganelli.com

Joshua William Casselman, jcasselman@rubin_levin.net
R. Brock Jordan, brock@rubin-levin.net

s/Anne Hensley Poindexter _____
Anne Hensley Poindexter, #14051-29
Rodney T. Sarkovics, #19547-49
CAMPBELL KYLE PROFFITT LLP
One Penn Mark
11595 N. Meridian St., Suite 701
Carmel, IN 46032
Telephone: (317) 846-6514
Fax: (317) 843-8097
Email: apoindexter@ckplaw.com
E-mail: rsarkovics@ckplaw.com