



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: July 26, 2016.

**TONY M. DAVIS
UNITED STATES BANKRUPTCY JUDGE**

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

IN RE:	§	
	§	CHAPTER 11
BULLIONDIRECT, INC.	§	
a/k/a BD, BDI, and B Direct, Inc.	§	CASE NO. 15-10940-tmd
	§	
Debtor.	§	
EIN: 76-0622534	§	

**ORDER CONFIRMING THE DEBTOR'S
CHAPTER 11 PLAN OF REORGANIZATION**
[Relating to Docket No. 187]

On July 20, 2015, BullionDirect, Inc. (the “Debtor”) filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”).

The Debtor filed its *Amended Plan of Reorganization Filed by Debtor on June 14, 2016* [Docket No. 187] and corresponding *Amended Disclosure Statement Filed by Debtor on June 14, 2016* [Docket No. 186] (the Debtor’s “Disclosure Statement”) on June 14, 2016. On June 15, 2016, this Court entered an *Order* [Docket No. 188] approving the Debtor’s *Disclosure Statement*, and setting deadlines regarding the solicitation of votes, acceptance or rejection of votes, and objection to confirmation. The Debtor filed the

BullionDirect, Inc. Litigation Trust Agreement on June 30, 2016, Docket No. 193 (the “BDILT Agreement”). Additionally, the *Order* set the hearing date regarding plan confirmation as July 25, 2016, at 9:30 a.m.

The Debtor filed its *Certificate of Service* [Docket No. 189] stating that a solicitation package containing the foregoing *Disclosure Statement, Plan*, the Official Unsecured Creditors Committee’s solicitation letter, and voting ballot were sent to the Debtor’s creditors and Parties-in-Interest.

Travis County’s Objection to Debtor’s Amended Plan of Reorganization [Docket No. 198] was filed by Travis County Tax Assessor-Collector (“Travis County”) on July 12, 2016. To satisfy Travis County’s Objections, ¶ 17 has been added to this Order, below.

The Court has reviewed and considered the *Disclosure Statement*, the *Plan*, the Ballot Summary, any objections to confirmation of the *Plan*, the evidence proffered or adduced at the July 25, 2016, confirmation hearing on the *Plan*, and arguments of counsel. Together with its findings, conclusions and rulings announced on the record on July 25, 2016, the Court makes the following findings of fact and conclusions of law, and issues this *Confirmation Order* confirming the Debtor’s *Plan*.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Jurisdiction and Venue

1. **Exclusive Jurisdiction; Venue; Core Proceeding.** This Court has jurisdiction over this case under 28 U.S.C. § 1334, and the *Order of Reference* entered by the United States District Court for the Western District of Texas on October 4, 2013. Venue is proper under 28 U.S.C. § 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (L), and/or (O). This Court has exclusive jurisdiction to determine whether

the *Plan* complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

2. **Judicial Notice.** This Court takes judicial notice of the docket of the Debtor's bankruptcy cases maintained by the Clerk of the Bankruptcy Court, including, without limitation: (1) the List of Equity Security Holders, Bankruptcy Schedules, and Statement of Financial Affairs; (2) the Claims; (3) the Order of the Court entered at Docket No. 188; (4) the pleadings relating to such Order; and (5) the evidence and arguments made, proffered, or adduced at the hearings held before this Court.

3. **Retention of Jurisdiction.** This Court's retention of jurisdiction as set forth in Article IX of the *Plan* comports with 28 U.S.C. §§ 157 and 1334.

Notice, Solicitation, and Acceptance

4. **Adequate Notice of Confirmation Hearing.** In accordance with Bankruptcy Rules 2002 and 9014, the Court finds and concludes that the service described in the Debtor's Certificate of Service [Docket No. 189] filed on June 16, 2016, consisting of: (1) ECF notice to all attorneys that have registered to receive such notices in this case; and (2) service by Regular United States Mail, e-mail, or via Constant Contact to all creditors and parties-in-interest identified on the Debtor's schedules and matrices, or, where applicable, their counsel of record, constitutes proper, timely, and adequate notice to holders of Claims and Interests of the time for returning ballots, filing objections to the *Plan*, and proper, timely, and adequate notice regarding the July 25, 2016, confirmation hearing, and that no further notice is necessary or required.

5. **Adequate Information.** The Court finds and concludes that the *Disclosure Statement* contains "adequate information," as defined in 11 U.S.C. § 1125(a) and as required

by 11 U.S.C. § 1125(b). The Court further finds and concludes that the solicitation of acceptances of the *Plan* was conducted after disclosure of adequate information.

6. **Good Faith Solicitation.** The Court finds and concludes that the Debtor solicited acceptances of the *Plan* in good faith and in compliance with the Bankruptcy Code, and that the Debtor and each of its agents, officers, attorneys, and other professionals are deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the solicitation of the *Plan*, and therefore are not and shall not, on account of such issuance or solicitation, be liable at any time for the violation of any law, rule, or regulation governing the solicitation of acceptances or rejections of the *Plan* or the distribution or dissemination of any information contained in the *Plan*, *Disclosure Statement*, and any and all related documents.

Compliance with 11 U.S.C. § 1129

7. **Compliance with 11 U.S.C. 1129(a)(1).** The Court finds and concludes that the *Plan* complies with the applicable provisions of the Bankruptcy Code, as required by 11 U.S.C. § 1129(a)(1).

a. **Compliance with 11 U.S.C. § 1123(a).** The Court finds and concludes that the *Plan*: (i) designates classes of Claims and Interests, other than Claims of a kind specified in 11 U.S.C. § 507(a)(2) and (3); (ii) specifies classes of Claims and Interests that are not impaired under the *Plan*; (iii) specifies the treatment of classes of Claims and Interests that are impaired under the *Plan*; (iv) provides the same treatment for each Claim or Interest of a particular class, unless the holder of a particular Claim or Interest agrees to less favorable treatment of their respective Claim or Interest; (v) provides for adequate means for the implementation of the *Plan*; (vi) does not provide for the issuance of non-

voting equity securities; and (vii) contains provisions that are consistent with the Interests of holders of Claims and Interests, and with public policy with respect to the manner of selection of any officer or director of the Debtor on and after the Effective Date. Therefore, the *Plan* satisfies the requirements of 11 U.S.C. § 1123(a).

b. Compliance with 11 U.S.C. § 1123(b). The Court finds and concludes that, as permitted by 11 U.S.C. § 1123(b), the *Plan*: (i) impairs or leaves unimpaired, classes of Claims and Interests; (ii) provides for the assumption, rejection, or assignment of executory contracts and unexpired leases of the Debtor; (iii) provides for the settlement or adjustment of Claims or Interests belonging to the Debtor or its Bankruptcy Estate, and for the retention and enforcement of Claims or Interests; and (iv) includes other appropriate provisions that are not inconsistent with the applicable provisions of the Bankruptcy Code.

c. The Court finds and concludes that relief provided in the *Plan* is fair and necessary for the orderly implementation of the *Plan* and the administration of the Debtor's Bankruptcy Estate. Therefore, the *Plan* satisfies the requirements of 11 U.S.C. § 1123(a) and (b).

8. Compliance with 11 U.S.C. 1129(a)(2). The Court finds and concludes that the Debtor has complied with the applicable provisions of the Bankruptcy Code, as required by 11 U.S.C. § 1129(a)(2). The Debtor has complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and this Court's Orders in transmitting the *Plan*, *Disclosure Statement*, the ballots, and all related documents and notices in the solicitation and tabulation of acceptances or rejections of the *Plan*.

9. **Compliance with 11 U.S.C. 1129(a)(3).** The Court finds and concludes that the Debtor has proposed the *Plan* in good faith and not by any means forbidden by law, as required by 11 U.S.C. § 1129(a)(3). The Debtor has acted and is presently acting in good faith in conjunction with all aspects of the *Plan*. All provisions and transactions contemplated by the *Plan* were negotiated and consummated in good faith, at arm's length, and without collusion. In determining that the *Plan* has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the formulation of the *Plan* and the solicitation of the *Plan*. The Debtor filed the proposed *Plan* with legitimate and honest purposes including, among other things, maximizing the recovery to holders of Claims or Interests. Additionally, the *Plan* reflects the best Interests of the Debtor's Bankruptcy Estate and holders of Claims and Interests.

10. **Payment for Services or Costs and Expenses.** The Court finds and concludes that all payments made or to be made by the Debtor or the BDI Litigation Trustee for services or for costs and expenses in or in connection with the Debtor's bankruptcy case, or in connection with the *Plan* and incident to the Debtor's bankruptcy case have been approved by, or are subject to approval of, this Court, as required by 11 U.S.C. § 1129(a)(4).

11. **BDI Litigation Trust ("BDILT").** The Court finds and concludes that the Debtor has disclosed that the BDI Litigation Trust will be established pursuant to the BDILT Agreement and will be operated by Gregory S. Milligan, who has been named as the Trustee of the BDI Litigation Trust; and Dan Bensimon has been proposed to serve after confirmation of the Plan to be in charge of filing final reports and tax returns, consistent with 11 U.S.C. § 1129(a)(5).

12. **No Rate Changes.** The Court finds and concludes that, after confirmation of the *Plan*, no governmental regulatory commission will have jurisdiction over any rates, thus making 11 U.S.C. § 1129(a)(6) inapplicable.

13. **Best Interests of Creditors.** The Court finds and concludes that with respect to impaired classes of Claims or Interests who are entitled to vote (Classes 2, 3, 4 and 5), each holder of a Claim or Interest has either: (i) accepted the *Plan* or (ii) will receive under the *Plan* on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount that such holder would receive if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code, as required by 11 U.S.C. § 1129(a)(7).

14. **Acceptance or Rejection of Certain Classes.** The Court finds and concludes that Class 2, Class 4, and Class 5 have accepted the *Plan* pursuant to 11 U.S.C. § 1126(c). Class 2, Class 4, and Class 5 of the *Plan* have accepted the *Plan* in writing by creditors that hold at least two-thirds in amount and more than one-half in number of the allowed Claims of such Class, as required by 11 U.S.C. § 1129(a)(8). With respect to any class that has rejected the *Plan*, the Court finds and concludes that, pursuant to 11 U.S.C. § 1129(b)(1) and (2)(B)(ii), the *Plan* does not discriminate unfairly, and is fair and equitable. A holder of any Claim or Interest that is junior to the Claims of such Class will not receive or retain under the *Plan* on account of such junior Claim or Interest in any property. The

following details the ballot tabulation following solicitation of the Chapter 11 Plan of Reorganization:

Class	Accept		Reject	
	Amount	Number	Amount	Number
2	\$37,888.77	1	\$0.00	0
3	\$0.00	0	\$0.00	0
4	\$13,512.11	7	\$0.00	0
5	\$2,397,849.44	105	\$81,557.91	6

15. **Treatment of Administrative, Priority, and Tax Claims.** The Court finds and concludes that the treatment of Claims of a kind specified in 11 U.S.C. § 507(a)(1)-(8) satisfies the requirements set forth in 11 U.S.C. § 1129(a)(9).

16. **Acceptance by Impaired Class.** The Court finds and concludes that at least one class of Claims or Interests that is impaired under the *Plan* has voted to accept the *Plan*, excluding any acceptances by any insider, thus satisfying 11 U.S.C. § 1129(a)(10).

17. **Feasibility.** The Court finds and concludes that to the extent applicable, 11 U.S.C. § 1129(a)(11) is satisfied.

18. **Payment of U.S. Trustee Fees.** The Court finds and concludes that all U.S. Trustee fees payable under 28 U.S.C. § 1930 will be paid on the Effective Date of the *Plan*, as required by 11 U.S.C. § 1129(a)(12). Until this bankruptcy case is closed, dismissed or converted, the Debtor or the BDI Litigation Trustee shall accrue and be liable for U.S. Trustee fees payable under 28 U.S.C. § 1930. The BDILT shall be liable for such fees after the assets of the Debtor are transferred to the BDILT pursuant to the *Plan*.

19. **Inapplicable Provisions of the Bankruptcy Code.** The Court finds and concludes that the provisions of 11 U.S.C. § 1129(a)(13)-(15) are inapplicable to the Debtor or the *Plan*.

20. **Transfer of Property.** The Court finds and concludes that any transfers of property free and clear of liens, claims, encumbrances, and interests pursuant to the *Plan* are made in accordance with applicable non-bankruptcy law that governs the transfer of property by a corporation that is not a moneyed, business, or commercial corporation or trust, as required by 11 U.S.C. § 1129(a)(16).

21. **No Unfair Discrimination, Fair and Equitable.** The Court finds and concludes that the *Plan* does not discriminate unfairly, and that it is fair and equitable with respect to any class that has rejected the *Plan*, thus satisfying 11 U.S.C. § 1129(b)(1). Upon confirmation of the *Plan* and the occurrence of the Effective Date, the *Plan* and its provisions shall be binding upon the members of all classes.

22. **Principal Purpose.** The Court finds and concludes that the principal purpose of the Plan is (i) to liquidate assets and pursue litigation claims to provide distributions to creditors for valid commercial purposes, and is not to avoid taxes or any applicable securities laws, (ii) to liquidate assets and pursue litigations claims to satisfy substantial obligations of the Debtor; and (iii) to provide relief to the Debtor, Creditors, and Parties-in-Interest pursuant to Chapter 11 of the Bankruptcy Code, 11 U.S.C. § 101 *et seq.* The Court further finds and concludes that it is not the principal purpose of the *Plan* and the BDILT Agreement to avoid taxes.

Oral Findings and Conclusions Incorporated

23. All findings and conclusions announced orally on the record by the Court on July 25, 2016, are hereby incorporated herein by reference.

CONFIRMATION ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

1. **Confirmation.** The *Plan*, as attached to this Order, and with the modifications and clarifications stated in this Order, is HEREBY CONFIRMED. The terms of the Plan first, and then the BDILT Agreement, and then this Order are controlling if any inconsistency exists between this Order, the *Plan* and the BDILT Agreement. The failure to specifically include or to refer to any particular article, section, or provision of the *Plan*, the BDILT Agreement, or any related document in this Order shall not diminish or impair the effectiveness of such article, section, or provision. The *Plan*, the BDILT Agreement, and any related documents are confirmed in their entirety.

2. **Binding Effect.** This Order and the *Plan* shall be, and hereby are, binding upon the Debtor, the Debtor's creditors, and any equity holder of the Debtor, regardless of impairment or acceptance or rejection of the *Plan*. Additionally, pursuant to 11 U.S.C. § 1141, all prior orders entered in the Debtor's bankruptcy case are binding upon the Debtor, the Debtor's creditors, and any equity holder of the Debtor.

3. **Plan Classification Controlling.** The terms of the Plan shall solely govern the classification of Claims and Interests for purposes of distributions to be made thereunder. The classifications set forth on the Ballots tendered to or returned by the Holders of Claims or Interests in connection with voting on the Plan: (i) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan; (ii) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims and Interests under the Plan for distribution purposes; (iii)

may not be relied upon by any Holder of a Claim or Interest as representing the actual classification of such Claim or Interest under the Plan for distribution purposes; and (iv) shall not be binding on the Debtor or the BDI Litigation Trust except for voting purposes.

4. **Distributions.** The BDI Litigation Trustee (“BDI Litigation Trustee”) shall make payments and distributions pursuant to the procedures in the *Plan* and the BDILT Agreement. Any payments or distributions to be made by the BDI Litigation Trustee as required by the *Plan* and the BDILT Agreement shall be made only to the holders of Allowed Claims. No payments or other distributions of property shall be made on account of any Claim or portion of any Claim unless and until such Claim or portion is Allowed. Any payment, delivery, or distribution by the Debtor or the Litigation Trustee pursuant to the *Plan* or the BDILT Agreement, to the extent delivered by the United States mail, shall be deemed made when deposited into the United States mail.

5. **Injunction.** All Persons who have held, hold or may hold Claims or causes of action existing as of the Effective Date against the Debtor, its Bankruptcy Estate, or its bankruptcy case, and all Persons who have held, hold, or may assert liens, claims, encumbrances, and interests in or against the assets of the Debtor, its Bankruptcy Estate, or the BDILT, are permanently enjoined, on and after the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, from commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claims, causes of action, liens, claims, encumbrances, and interests in any venue other than the United States Bankruptcy Court for the Western District of Texas, Austin Division; provided, however, that this injunction does not apply to claims against non-Debtor third parties.

6. **Reservation of Rights.** Notwithstanding anything in the *Plan* or this Confirmation Order, all rights of parties considering reconsideration of a Claim under 11 U.S.C. § 502(j) are reserved.

7. **Manner of Notices and Distributions.** All notices, requests, and distributions to a holder of a Claim or Interest be sent to the last known address of the holder or its attorney of record. Any holder of a Claim or Interest may designate another address for the purposes of this paragraph by providing the BDI Litigation Trustee with written notice of such address in accordance with the BDILT Agreement.

8. **Retention of Jurisdiction.** The Court retains exclusive jurisdiction of this case for all purposes provided in 11 U.S.C. §§ 1127(b) and 1142 and Bankruptcy Rule 3020(d) and in the Plan. Additionally, the Court retains exclusive jurisdiction for the following:

- a. To determine any and all objections and proceedings involving the allowance, estimation, classification, and subordination of Claims, including any counterclaim;
- b. To determine any and all applications for the allowance and payment of fees and reimbursement of expenses authorized to be paid or reimbursed under the Bankruptcy Code;
- c. To determine any and all applications, adversary proceedings, and contested or litigated matters that may be pending on the Effective Date;
- d. To consider any modifications of this Plan, remedy any defect or omission, or reconcile any inconsistency in any order of the Court, including the Confirmation Order, to the extent authorized by the Bankruptcy Code;
- e. To determine all controversies, suits, disputes, and proceedings that may arise in connection with the interpretation, enforcement, Consummation, or performance of the Plan;
- f. To determine all controversies, suits, disputes, and proceedings that may arise in connection with this Plan;
- g. To hear and determine any Claim belonging to the Debtor, and to consider

and act on the compromise and settlement of any other Claim against, or cause of action asserted by, the Debtor;

- h. To recover all assets of the Debtor and property of the Bankruptcy Estate, wherever located;
- i. To hear and determine matters concerning state, local, and federal taxes in accordance with Sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code filed, or to be filed, with respect to tax returns for any and all taxable periods ending after the Petition Date through, and including, the date that any final distribution is made);
- j. To enter a Final Decree closing the Case;
- k. To issue orders in aid of execution of this Plan to the extent authorized by 11 U.S.C. § 1142; and
- l. To determine such other matters as may be set forth in the Confirmation Order or which may arise in connection with this Plan or the Confirmation Order.

9. **Payment of Statutory Fees and Reporting.** On or before the Effective Date, the Debtor or the BDI Litigation Trustee shall have paid in full, in Cash, all U.S. Trustee fees payable pursuant to 28 U.S.C. § 1930. Fees shall be paid on all disbursements made to creditors, including, and not limited to, funds paid in the ordinary course of business. Post-Confirmation, the Debtor or the BDI Litigation Trustee shall be responsible for the payment of United States Trustee quarterly fees as required by 28 U.S.C. § 1930 until the case is closed, dismissed, or converted. The BDI Litigation Trustee shall file with the Court and serve on the United States Trustee bi-annual financial reports for each six months (or portion thereof) that the Debtor's bankruptcy case remains open in accordance with the BDILT Agreement; and the BDI Litigation Trustee shall file a final report setting forth all payments made by the BDILT as of the time the case is closed.

10. **Notice of the Effective Date.** On or after fourteen (14) days after the Effective Date, the BDI Litigation Trustee shall mail, e-mail or send notice via Constant

Contact, or cause to be mailed or e-mailed to all holders of Claims and Interest a notice that informs such holders of: (i) the entry of the Confirmation Order; (ii) the occurrence of the Effective Date; and (iii) the deadline established under the *Plan* for the filing of Administrative Expense Claims. Such notice shall also be filed on the docket for this Case at such time.

11. **Administrative Claim Bar Date.** The bar date for the filing of an Administrative Claim, other than Professional Claims, shall be sixty (60) days after the Effective Date (“Administrative Claim Bar Date”). Upon entry of the Confirmation Order, the Debtor shall provide the BDI Litigation Trustee with a list of the names and contact information for all Persons who the Debtor reasonably believes may assert an Administrative Claim against the Debtor. The BDI Litigation Trustee shall provide written notice by electronic or U.S. Mail of such Administrative Claim Bar Date to every Person on that list on the Effective Date unless such Persons have received notice in accordance with the provisions of ¶ 10 of this Order, above. The deadline to object to timely filed applications for Administrative Claims shall be ninety (90) days following the Effective Date, unless extended by written agreement between the claimant and the BDI Litigation Trustee.

12. **Professional Claim Bar Date.** Final applications for compensation and reimbursement by Professionals employed under 11 U.S.C. § 327 shall be filed no later than sixty (60) days after the Effective Date (the “Professional Claim Bar Date”). The deadline to object to timely filed applications for the compensation and reimbursement filed Professionals shall be ninety (90) days after the Effective Date, unless extended by written agreement between the claimant and the BDI Litigation Trustee.

13. **Objections to Claims.** Except as otherwise provided in Paragraphs 11 and 12 of the Confirmation Order, objections to Claims shall be governed by article VIII of the Plan.

14. **Confirmation Order Non-severable.** The provisions of this Confirmation Order are non-severable and mutually dependent.

15. **Order Effective and Enforceable Immediately.** This Confirmation Order and the transfer of assets free and clear hereunder is effective and enforceable immediately upon entry, notwithstanding any other laws or rules, including without limitation Bankruptcy Rule 6004(h).

16. **Final Decree.** The BDI Litigation Trustee shall file an Application for Final Decree and Closure of the Case at such time as the BDI Litigation Trustee deems appropriate, in his or her sole discretion, except that such Application shall be filed no later than sixty (60) days of the termination of the BDILT pursuant to the BDILT Agreement.

17. **Resolution of Objection of Travis County.** Notwithstanding anything to the contrary in the Plan, this Order, or the BDILT Agreement, the ad valorem tax claim of Travis County will be treated as follows: Travis County will retain statutory liens, and allowed claims will be paid in full by the BDI Litigation Trustee from the BDILT with 12% interest computed from July 20, 2015, in equal monthly installments beginning on the first day of the first calendar month after the Effective Date with the balance of the claim to be paid in full on or before July 20, 2020. To the extent that the property on which the statutory lien has attached is transferred to the BDI Litigation Trust, the transfer shall be subject to the statutory lien. If property to which the statutory lien has attached is liquidated, the Class 2 claim must be paid in full, or the BDI Litigation Trustee must set aside and not distribute from the proceeds of such

sale a reserve equal to the amount of the claim plus post-petition interest that would be payable on such claim. The BDI Litigation Trustee may elect to provide such claims with more favorable treatment, such as paying the claims in full prior to the time set forth herein. The provision in Paragraph 8.5 of the Plan which states “The BDI Litigation Trustee shall not be required to make distributions to BDI Litigation Trust Beneficiaries prior to one-hundred and eighty (180) days after the Effective Date” will not apply to Class 2 claims. The deadline to object to Travis County’s claim will be sixty (60) days after the Effective Date unless extended by written agreement between Travis County and the BDI Litigation Trustee.

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Order prepared by:

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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

IN RE:	§	
	§	CHAPTER 11
BULLIONDIRECT, INC.,	§	
	§	CASE NO. 15-10940-tmd
	§	
Debtor.	§	
EIN: 76-0622534	§	

AMENDED PLAN OF REORGANIZATION

FILED BY DEBTOR

ON JUNE 14, 2016

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SUMMARY OF EXHIBITS

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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

IN RE: §
§ CHAPTER 11
BULLIONDIRECT, INC., §
§ CASE NO. 15-10940-tmd
Debtor. §

AMENDED PLAN OF REORGANIZATION

FILED BY DEBTOR

ON JUNE 14, 2016

Summary of Plan:

A sale of assets to Cheryl Huseman and Jack Murph for \$100,000 and other valuable consideration, was approved by the bankruptcy court on May 23, 2016. The Huseman-Murph Asset Purchase Agreement, an executed copy of which was filed as Doc#183 on June 7, 2016, and which is incorporated herein by reference, provides for a profits interest, ranging from 80% of profits to 50%, retained for the benefit of creditors for a period of 7 years as defined therein. All other assets, including the contents of the IDS vault, the proceeds of the Profit Interests, and all bankruptcy Preserved Causes of Action will be transferred to a Litigation Trust to be administered by a Litigation Trustee. Payments to holders of allowed claims shall be based on the treatment of claims set forth below in the Plan of Reorganization.

SUMMARY OF TREATMENT OF CLAIMS

<u>Class 1</u>	Administrative Claims - Payable from available funds after reservation of \$50,000 for BDI Litigation Trust, any balance to be paid from BDI Litigation Trust
<u>Class 2</u>	Secured Claims of Governmental Units - Payable over 5 years at 12% interest
<u>Class 3</u>	Priority Unsecured Claims of Governmental Units - Payable over 5 years at 4% interest
<u>Class 4</u>	Priority Unsecured Claims [11 U.S.C. § 507(a)(7)] (up to \$2,775 per claimant) - Pro rata payments from BDI Litigation Trust until paid in full
<u>Class 5</u>	General Unsecured Claims - Payment on pro rata basis from BDI Litigation Trust after payment of Classes 1 through 4
<u>Class 6</u>	Equity Cancellation of stock – No payment

NOTE TO HOLDERS OF CLAIMS AGAINST BULLIONDIRECT, INC.: Unless you object to the plan, you will be deemed to consent to the treatment proposed in the plan for your claim. This includes the treatment proposed in the plan for potential holders of priority claims for deposits for the purchase of undelivered consumer goods under 11 U.S.C. § 507(a)(7).

ARTICLE I
DEFINITIONS

Undefined capitalized terms used herein shall be ascribed the definitions provided by the Bankruptcy Code, 11 U.S.C. § 101 *et seq.* The following terms, when used in the Plan, shall, unless the context otherwise requires, have the following meanings:

1. “ADMINISTRATIVE CLAIM” shall mean a claim or demand made pursuant to Sections 507(a)(2) of the Bankruptcy Code.

2. “ASSET PURCHASE AGREEMENT” shall mean the Asset Purchase Agreement submitted by Cheryl Huseman and Jack Murph (“Platform Universe, LLC”), an executed copy of which was filed as Doc#183 on June 7, 2016, and which is incorporated herein by reference, which was approved by the Bankruptcy Court on May 23, 2016.

3. “BDILT Beneficiaries” shall mean professionals whose fees and expenses have been approved by the court as § 503(b) administrative claims as set forth in Class 1 and holders of allowed claims in Classes 2 through 5. Payments or distributions to beneficiaries shall be according to the priorities set forth under the Bankruptcy Code.

4. “BDI LITIGATION TRUST,” “BDILT,” or “Litigation Trust” shall mean a trust to be created under the Plan under the provisions of a BDI Litigation Trust Agreement, the form of which shall be provided to creditors and parties in interest ten (10) days prior to the deadline set for voting on or objecting to the Plan of Reorganization. The identity of the Litigation Trustee of the BDILT, an individual to be selected by the Creditors Committee and approved by the court, will be disclosed at that time.

5. “CLAIM” shall mean a duly listed or timely filed claim which is allowed and ordered by the Court. ALL CLAIMS ARE LISTED IN AN AMOUNT WHICH REPRESENTS THE VALUE EACH CREDITOR WILL RECEIVE UNDER THE PLAN, UNLESS SPECIFICALLY STATED OTHERWISE.

6. “CONFIRMATION OF THE PLAN” shall mean the Court’s entry of an order confirming the Plan in accordance with Chapter 11 of the Bankruptcy Code.

7. “CONSUMMATION OF PLAN” shall occur within 180 days after Plan confirmation unless there is a matter pending at that time, then the time for consummation shall be extended until such time as the order(s) resolving the pending matter(s) become(s) final.

8. “COURT” shall mean the United States Bankruptcy Court for the Western District of Texas and the United States Bankruptcy Judge presiding in this Debtor’s Chapter 11 case.

9. “DEBTOR” shall mean the Debtor-in-Possession under this Plan, BULLIONDIRECT, INC. (“BDI”), or its successor-in-interest.

10. “EFFECTIVE DATE” shall mean fifteen (15) days after the entry of the Order Confirming the Plan, or in the event an appeal from the Order Confirming Plan is taken, then 21 days after the Notice of Appeal, unless the Order Confirming the Plan is stayed by appropriate Court order.

11. “PLAN” shall mean this Plan of Reorganization in its present form or as it may be amended or supplemented prior to confirmation or incident to the Order Confirming the Plan.

12. “PRESERVED CAUSES OF ACTION” shall mean all claims, causes of action, and other rights, powers, and interests of BullionDirect, Inc. and its subsidiaries, including without limitation, NBD Holdings, LLC, the BDI Trust and Nucleo Development Company, LLC, as more fully described in Preserved Causes of Action, Exhibit E.

13. “PRIORITY CLAIM” shall mean a claim made pursuant to Sections 507(a)(2) through (a)(8) of the Bankruptcy Code.

14. “PROPERTY” shall mean the property of the estate, if any.

15. “RATE OF INTEREST” shall mean that rate of interest which is specifically set forth in this Plan or is determined by the Court to provide a present value of any annuity to be paid under the Plan equal to the allowed amount of the claim on the Effective Date of the Plan.

16. “REJECTION CLAIM” shall mean any Claim arising from the rejection of any executory contract or unexpired lease pursuant to this Plan. A Rejection Claim shall constitute a General Unsecured Claim.

17. “REJECTION DAMAGES BAR DATE” shall mean, unless otherwise established by Final Order of the Bankruptcy Court, the date established pursuant to Section 365 of the Bankruptcy Code but in no event later than thirty (30) days after the Effective Date.

18. “SECURED CLAIM” shall mean a claim, debt, or demand against the Debtor as determined in accordance with Section 506 of the Bankruptcy Code and secured by a properly perfected mortgage, deed of trust, or security interest in any of the real or personal property owned by the Debtor.

19. “UNSECURED CLAIM” shall mean any unsecured debt, demand, or claim to the extent as determined and allowed by the Court in accordance with the Bankruptcy Code.

ARTICLE II
CLAIMS NOT IMPAIRED UNDER THE PLAN

Class 1 is not a true class; Class 1 claimants are not entitled to vote on the Plan.

ARTICLE III
CLAIMS IMPAIRED UNDER THE PLAN

The remaining claims in Classes 2 through 6 are impaired within the meaning of Section 1124 of the Bankruptcy Code. Pursuant to Section 1126(a) of the Bankruptcy Code, any holder of an impaired claim under the Plan will be entitled to vote for or against the Plan.

ARTICLE IV
GENERAL PROVISIONS APPLICABLE TO ALL CLAIMS

4.1 Absent a timely allowable election under Section 1111(b) or a plan provision which treats the entire allowed claim as a secured claim, the claim shall be secured to the extent of the value of the holder’s interest in the estate’s interest in the property as set out in the Plan and unsecured for the balance, if any.

In the event a dispute arises as to the value of the collateral or interest, the Court shall determine the allowed secured claim of any claimant secured by a lien against the collateral upon motion of the Debtor or any other party in interest prior to the Effective Date of the Plan.

4.2 For purposes of voting on the plan of reorganization and unless otherwise fixed by the provisions of this plan, the Court shall estimate any claim when requested to do so at the hearing on the confirmation, including a determination of secured status under Section 506(a) of the Bankruptcy Code. **Notwithstanding the allowance of any claim for purposes of voting, the right to object to allowance of claims for purpose of distribution shall be reserved for and transferred to the BDI Litigation Trust along with any causes of action which could have been asserted against the holder of such claims. A list of Objectionable Claims is attached as Exhibit F to the Disclosure Statement.**

4.3 The plan provisions which will apply to each class upon confirmation of the plan need not be further reduced to writing and executed by the parties in order to be binding. However, the Debtor or any party may prepare documents appropriate for the execution of the provisions of this plan, and all parties shall execute all documents to effect the provisions of this plan and cause the same to be properly recorded when appropriate. Unless otherwise agreed by the parties, the terms of existing written documents shall control except where modified by, or in conflict with, the provisions of this plan. Where new instruments may be required they shall conform to the official State Bar of Texas forms where reasonably possible.

4.4 All temporary orders relating to the administration of the estate including, but not limited to, orders regarding cash collateral, adequate protection or other payments, are abrogated on the confirmation of the plan and the terms of the plan shall control the relationship of the parties thereafter. Any subsequent conversion of this case to Chapter 7 after substantial consummation of the plan shall neither enhance nor diminish the interest of any claimant in, or expand the liquidation estate beyond, any property restricted, retained, or reserved for the payment of claims under the provisions of this plan.

4.5 Any lien against property which is retained pursuant to the provisions of this plan shall be released upon payment of the allowed secured claim as provided in this plan or order confirming this plan. In the event the Court determines that any purported lien claim is wholly unsecured, then confirmation of this plan shall cancel the apparent lien, and the claimant shall execute any documents required to evidence and record the cancellation of the lien.

4.6 The Debtor shall pay to the U.S. Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6) on the Effective Date of the plan and shall simultaneously provide to the U.S. Trustee an appropriate affidavit indicating cash disbursements for the relevant period.

ARTICLE V
MEANS FOR EXECUTION OF THE PLAN

BDI Litigation Trust. The BDI Litigation Trust (“BDILT” or “Litigation Trust”) will be created under the Plan under the provisions of a BDI Litigation Trust Agreement, the form of

which shall be provided to creditors and parties in interest on or before July 1, 2016. The identity of the Litigation Trustee of the BDILT, an individual to be selected by the Creditors Committee and approved by the court, will be disclosed at that time.

BDILT Beneficiaries. Beneficiaries of the BDILT will be professionals whose fees and expenses have been approved by the court as § 503(b) administrative claims as set forth in Class 1 and holders of allowed claims in Classes 2 through 5. Payments or distributions to beneficiaries shall be according to the priorities set forth under the Bankruptcy Code.

BDILT Distributions Under the Plan. Payments to holders of allowed claims under Classes 1 through 5 of the Plan, as set forth under the Plan, from funds transferred by the Debtor to the BDILT or generated by the BDILT from asset sales, settlement of claims or litigation. The Trustee of the BDILT shall be obligated to make distributions only from funds not reasonably required, in the sole discretion of the Litigation Trustee, for the administration of the BDILT and the costs of investigating and pursuing claims assigned to it by the Debtor.

BDILT Assets. All assets of the Debtor, as described in 11 U.S.C. § 541, which have not been sold prior to confirmation, are transferred upon confirmation to the BDILT¹ pursuant to § 1123(a)(5)(B), including all claims and causes of action as further described in Preserved Causes of Action, Exhibit E, attached hereto.

Precious Metals Inventories. The inventory of precious metals in the possession of the Debtor and in the IDS vault are transferred upon confirmation to the BDI Litigation Trust free and clear of all liens, claims, encumbrances, and interests. **An objection to the transfer of such assets must be filed on or before July 13, 2016, and must be served on counsel for the Debtor: Martinec, Winn & Vickers, P.C., Att'n: Joseph D. Martinec, 919 Congress Avenue, Suite 200, Austin, Texas 78701, and counsel for the Creditors Committee: Dykema Cox Smith, Att'n: Jesse T. Moore, 111 Congress Avenue, Suite 1800, Austin Texas 78701.**

¹ With the exception of the releases granted under the Huseman-Murph APA.

ARTICLE VI
TREATMENT OF CLAIMS UNDER THE PLAN

Each creditor will be paid in the manner set forth below which applies to that particular creditor. In the event that Debtor discovers a potential voidable preference, fraudulent conveyance, equitable subordinate claim, or other Preserved Cause of Action, Debtor and its successor, the BDILT, specifically retain the right to pursue such cause of action.

A. Classification and Treatment of Classes under Plan

Class 1 Administrative Claims

Class 1 administrative claims for fees which occurred prior to confirmation, and for which application is made, shall be paid in full or as the same are allowed, approved, and ordered paid by the Court from estate funds after payment of other Class 1 claims and after transfer of \$50,000 to the BDI Litigation Trust. By voluntary agreement and concessions made by estate and Committee professionals, payment of approved professional fees and expenses shall be subordinated to payment of other approved administrative claims. If approved professional fees and expenses are not paid in full from estate funds, the balance of such claims shall be the BDI Litigation Trustee ahead of all other Classes of claims after reservation of reasonably necessary funds for the administration of the BDI Litigation Trust.

The Debtor shall pay to the United States Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6) on the Effective Date of the Plan of Reorganization and simultaneously provide to the United States Trustee an appropriate affidavit indicating cash disbursements for the relevant period. Quarterly payments will be paid through the quarter the case is dismissed, converted, or closed, or sooner as provided by law.

Class 1 is not a true class and is neither impaired nor unimpaired.

Class 2 Secured Claims of Governmental Units

Ad valorem taxing authorities will retain statutory liens, and allowed claims will be paid in full with 12% interest in 60 monthly installments, beginning on the first day of the first

calendar month after the Effective Date. The BDILT Trustee may elect to provide such claims with more favorable treatment, such as paying the claims in full.

Class 2 is impaired.

Class 3 Priority Unsecured Claims of Governmental Units

Allowed Priority Unsecured Claims of Governmental Units will be paid in full with 4% interest in 60 monthly installments, beginning on the first day of the first calendar month after the Effective Date. The BDILT Trustee may elect to provide such claims with more favorable treatment, such as paying the claims in full.

Class 3 is impaired.

Class 4 Priority Unsecured Claims - § 507(a)(7)

Allowed Priority Unsecured Claims pursuant to 11 U.S.C. § 507(a)(7) will be paid from funds available for distribution from the BDILT on a pro rata basis, up to an aggregate amount of \$2,775 per individual. Payments or distributions from the BDILT will occur only if the BDILT Trustee determines that funds are available for distribution after reserving funds needed for administration of the BDILT.

Class 4 is impaired.

Class 5 General Unsecured Claims

Allowed General Unsecured Claims will be paid after Class 4 claims have been paid in full from funds available for distribution from the BDILT, on a pro rata basis. Payments or distributions from the BDILT will occur only if the BDILT Trustee determines that funds are available for distribution after reserving funds needed for administration of the BDILT.

Class 5 is impaired.

Class 6 Equity Claims

All equity interests in BullionDirect, Inc. will be cancelled upon entry of an order approving the Plan.

Class 6 is impaired.

ARTICLE VII
CREDITORS' REMEDIES UPON DEFAULT

7.1 In the event that a creditor does not receive a payment required under the Plan, a creditor can send notice of said default to the BDILT Litigation Trustee, requesting a response within fourteen (14) days of receipt. If the BDILT Litigation Trustee fails to respond satisfactorily within 14 days, that creditor may seek relief from the Bankruptcy Court. Failure to seek relief within the applicable statute of limitations after the BDILT Litigation Trustee's failure to make payment required by the terms of this Plan, without regard to whether there has been given notice of failure to pay and without regard to whether default has occurred, shall cause the claim to be barred by limitations and waiver.

7.2 Internal Revenue Service:

(a) That the debt owed by the Debtor to the Internal Revenue Service (IRS) is a Non-Dischargeable debt, except as otherwise provided for in the Bankruptcy Code, and that if the Debtor defaults, the IRS is not subject to the provisions of the Bankruptcy Code so that the IRS can take whatever actions are necessary to collect said debt in the event of default; the federal tax liens survive the plan confirmation, a bankruptcy discharge, and dismissal of the case. The Liens continue to be enforceable against all of the Debtor's property under federal law.

(b) A failure by the Debtor to make a payment to the Internal Revenue Service pursuant to the terms of the Plan and/or failure to remain current on filing and paying post-confirmation taxes, shall be an event of default, and as to the Internal Revenue Service, there is an event of default if payment is not received by the 15th day of each month. If there is a default, the Internal Revenue Service must send written demand for payment, and said payment must be received by the Internal Revenue Service within 15 days of the date of the demand letter. The Debtor can receive up to three notices of default from the Internal Revenue Service; however, on the third notice of default from the Internal Revenue Service the third notice cannot be cured, and the Internal Revenue Service may accelerate its allowed claim(s), past and future, and declare the outstanding amount of such claim(s) to be immediately due and owing and pursue any and all available state and federal rights and remedies. These default provisions pertain to the entire claim(s) of the Internal Revenue Service, secured, unsecured priority and unsecured general.

(c) The IRS is bound by the provisions of the confirmed plan and is barred under 11 U.S.C. § 1141 from taking any collection actions against the Debtor for prepetition claims during the duration of the Plan (provided there is no default as to the IRS). The period of limitations on collection remains suspended under 26 U.S.C. § 6503(h) for the tax periods being paid under the Plan and terminates on the earlier of (1) all required payments to the IRS have

been made; or (2) 30 days after the date of the demand letter (described above) for which the Debtor failed to cure the default.

ARTICLE VIII
DISPUTED CLAIMS AND OBJECTIONS TO CLAIMS

8.1 After confirmation of the Plan, only the BDI Litigation Trustee may file an objection to any claim on or before one hundred eighty (180) days after the entry of the Confirmation Order, except as may be extended by the Court upon motion of the BDI Litigation Trustee. An extension motion may be granted by the Court upon a showing of cause without providing any notice or opportunity to object to any creditor or party-in-interest. All claim objections not filed within such time shall be deemed waived.

8.2 Claims which the Debtor has listed in its Disclosure Statement as disputed, or claims to which any objection is filed prior to the hearing on the confirmation of the Plan, shall be estimated by the Court for the purpose of establishing the amount which any particular creditor is entitled to vote on the Plan.

8.3 After confirmation of the Plan, the Litigation Trustee may commence any adversary proceeding or other lawsuit relating to any of the Estate Causes of Action in the Bankruptcy Court or any court of competent jurisdiction. Section 108 of the Bankruptcy Code shall continue to apply to the Preserved Causes of Action after the Preserved Causes of Action are transferred to the BDILT in the same manner as 11 U.S.C. § 108 would have applied to the Preserved Causes of Action prior to the Preserved Causes of Action being transferred from the estate to the BDILT. The Bankruptcy Court shall retain jurisdiction over the Preserved Causes of Action after the Preserved Causes of Action are transferred to the BDILT to the same extent that the Court may have had jurisdiction over the Preserved Causes of Action prior to the Preserved Causes of Action being transferred from the estate to the BDILT.

8.4 If there is an objection to any claim filed within the allotted time, the Litigation Trustee shall segregate and set aside a portion of the funds on hand for distribution to the claimant's class. The funds shall be sufficient to satisfy the payment otherwise due on the claim according to the provisions of the Plan. Funds not so segregated shall be distributed in

accordance with the Plan. In the event the objection is overruled or a dispute is resolved favorably to the party asserting the claim, then the funds shall be paid to the creditor in accordance with applicable class provisions. In the event the disputed claim is disallowed, the funds segregated in deference to the claim shall be disbursed according to the applicable provisions of the Plan.

8.5 Distribution By BDI Litigation Trust. The BDI Litigation Trustee shall not be required to make distributions to BDI Litigation Trust Beneficiaries prior to one-hundred and eighty (180) days after the Effective Date. After that time, the BDI Litigation Trustee shall only make distributions at such time as the Litigation Trust, in the sole discretion of the Litigation Trustee (a) has accumulated at least \$250,000 in excess of amounts reasonably necessary for the investigation and prosecution of Preserved Causes of Action and the remaining administration of the BDILT, and (b) such excess funds are sufficient to make any interim distribution reasonably economical. The BDI Litigation Trustee may seek further Court approval to define and make distributions to an administrative convenience class pursuant to § 1122(b) of the Bankruptcy Code. No de minimis distributions of less than \$5.00 shall be made. Any creditors who would be entitled to receive any interim distributions of less than \$5.00 shall receive the amount of those skipped interim distributions as a catch-up payment in a subsequent interim distribution or a final distribution as long the amount of those subsequent interim distributions or a final distribution is \$5.00 or more.

ARTICLE IX
RETENTION OF JURISDICTION

The Court shall retain jurisdiction of this case after confirmation with respect to the following matters:

- a) To insure that the purpose and intent of this Plan are carried out.
- b) To consider any modification of this Plan under Section 1127 of the Bankruptcy Code.

c) To hear and determine all claims, controversies, suits and disputes against the Debtor.

d) To hear and determine all controversies, suits and disputes that may arise in connection with the interpretation or enforcement of this Plan.

e) To hear and determine all requests for compensation and/or reimbursement of expenses which may be made after the Effective Date of the Plan which relate to services rendered prior to confirmation of the Plan.

f) To hear and determine all objections to claims, controversies, suits and disputes that may be pending at or initiated after the Effective Date of the Plan, except as provided in the confirmation order.

g) To consider and act on the compromise and settlement of any claim against or cause of action on behalf of the Debtor or the estate.

h) To enforce and interpret by injunction or otherwise the terms and conditions of the Plan.

i) To enter an order concluding and terminating this case.

j) To correct any defect, cure any omission, or reconcile any inconsistency in the Plan or confirmation order which may be necessary or helpful to carry out the purposes and intent of the Plan.

k) To determine all questions and disputes regarding titles to the assets of the Debtor or the estate.

l) To classify the claims of any creditor and to re-examine claims which have been allowed for purposes of voting, and to determine objections which may be filed to creditors' claims (the failure by the Debtor to object to, or examine any claim for the purposes of voting shall not be deemed a waiver of the Debtor's or Litigation Trustee's right to object to, or re-examine the claim in whole or part).

m) To consider and act on such other matters consistent with this Plan as may be provided in the confirmation order.

n) To consider the rejection of executory contracts that are not discovered prior to confirmation and allow claims for damages with respect to the rejection of any such executory contracts within such further time as this Court may direct.

ARTICLE X
RETENTION AND LIQUIDATION OF ASSETS

Upon confirmation of the Plan, all property will be transferred to and vested in the BDILT free and clear of all interests, claims, liens, and encumbrances of any person or entity, including without limitation all creditors and equity security holders of BDI, pursuant to 11 U.S.C. § 1141.

ARTICLE XI
EXCULPATION

The Debtor, including the Chief Restructuring Officer, the Creditors Committee, and their respective directors, managers, officers, employees, partners, members, agents, representatives, accountants, financial advisors, investment bankers, or attorneys (but solely in their capacities as such) shall not have or incur any liability for any claim, cause of action or other assertion of liability for any act taken or omitted to be taken since the Commencement Date in connection with, or arising out of, the Chapter 11 Case, the formulation, dissemination, confirmation, consummation, or administration of this Plan, property to be distributed under the Plan, or any other act or omission in connection with the Chapter 11 Cases, this Plan, the Disclosure Statement or any contract, instrument, document or other agreement related thereto; provided, however, that the foregoing shall not affect the liability of any Person that would otherwise result from any such act or omission to the extent such act or omission is determined by a Final Order to have constituted willful misconduct, gross negligence, actual fraud, or criminal conduct, or intentional unauthorized misuse of confidential information that causes damages. In addition, under the stalking horse bid of Huseman and Murph, which was accepted,

Huseman, Murph, Platform Universe, LLC (the new company they formed to purchase the assets), and their legal counsel for the bankruptcy case received a limited release of Preserved Causes of Action.

ARTICLE XII
MODIFICATION OF THE PLAN

The Debtor may propose amendments or modifications of this plan at any time prior to confirmation, so long as the modification complies with the requirements of Sections 1122 and 1123 of the Bankruptcy Code. After confirmation, the Debtor or Litigation Trustee may, so long as it does not materially or adversely affect the interest of the creditors, remedy any defect, omission, or reconcile any inconsistencies in the Plan or in the Order of Confirmation. This may be done in such manner as may be necessary to carry out the purposes and effect of this Plan.

ARTICLE XIII
PRIOR ORDERS

Any prior order of this Court shall be deemed temporary, unless otherwise stated, and upon confirmation of the Plan shall merge with and become subordinated to the terms of the Plan.

ARTICLE XIV
CRAMDOW

The Debtor respectfully requests that the Court confirm this Plan pursuant to § 1129(b) of the Bankruptcy Code in the event that all of the applicable requirements for confirmation under § 1129(a) of the Bankruptcy Code are met except for the requirement of § 1129(a)(8) of the Bankruptcy Code.

ARTICLE XV
EXECUTORY CONTRACTS AND UNEXPIRED LEASES

15.1 Rejection of Executory Contracts.

15.1.1 On the Effective Date, all executory contracts and unexpired leases to which the Debtor is a party that have not otherwise been previously assumed or rejected pursuant to a Final Order of the Court or which are otherwise listed on Exhibit C hereto shall be deemed rejected without further notice or order.

15.1.2 The Confirmation Order shall constitute an order of the Bankruptcy Court approving such rejections, pursuant to Section 365 of the Bankruptcy Code, effective as of the Petition Date. Any party to an executory contract or unexpired lease identified for rejection as provided herein may, within the same deadline and in the same manner established for filing objections to Confirmation, file any objection thereto. Failure to file any such objection within the time period set forth above shall constitute consent and agreement to the rejection.

15.2 Bar Date for Filing Rejection Claims.

If the rejection of an executory contract or unexpired lease pursuant to this Plan gives rise to a Rejection Claim by the other party or parties to such contract or lease, such Rejection Claim, to the extent that it is timely filed, shall be classified as a General Unsecured Claim; *provided, however,* any Rejection Claim arising from the rejection of an executory contract or unexpired lease shall be forever barred and shall not be enforceable against the Debtor, the Estate, or after the Effective Date, the BullionDirect, Inc. Litigation Trust, unless a proof of Rejection Claim is filed and served on the Debtor or the Litigation Trustee, as applicable, by the Rejection Damages Bar Date (which Rejection Damages Bar Date is thirty (30) days after the Effective Date). The Litigation Trustee shall file any objection to a Rejection Claim on or before the Claims Objection Deadline.

Respectfully submitted,

BULLIONDIRECT, INC.

By:



Dan Bensimon, President/CRO
Debtor-in-Possession

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Amended Plan of Reorganization has been served via the Court's ECF Noticing System, by First Class Mail, postage prepaid, or by e-mail upon the current Master Limited Service List on this 14th day of June, 2016.

U. S. Trustee
903 San Jacinto Blvd., Ste. 230
Austin, TX 78701
(Via ECF)



Joseph D. Martinec

B 6G (Official Form 6G) (12/07)

In re BullionDirect, Inc.,

Debtor

Case No. 15-10940-tmd

(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
CubeSmart 610 E. Stassney Lane Austin, TX 78745	Description: Rental of Storage Unit (with Nucleo Development Company, LLC) Nature of Debtor's Interest: Lessee
Efax 6922 Hollywood Blvd., 5th Floor Los Angeles, CA 90028	Description: Email Fax Service Contract Nature of Debtor's Interest: Contractor
Contegix Attn: Billing 210 North Tucker, 6th Floor St. Louis, MO 63101	Description: Hosting BullionDirect Website Nature of Debtor's Interest: Contractor
Constant Contact 85 Second Street, Ste. 100 San Francisco, CA 94105	Description: Marketing/Communication Nature of Debtor's Interest: Contractor
Live Person 475 Tenth Avenue, 5th Floor New York, NY 10018	Description: Customer Service Portal Nature of Debtor's Interest: Contractor
PayPal 2211 N. First St. San Jose, CA 95131	Description: Merchant Account Nature of Debtor's Interest: Contractor
Rackspace P.O. Box 730759 Dallas, TX 75373-0759	Description: Cloud Hosting Nature of Debtor's Interest: Contractor
Amazon Web Services, Inc. 410 Terry Ave. North Seattle, WA 98109-5210	Description: Hosting Nature of Debtor's Interest: Contractor
Phone.com 211 Warren Street Newark, NJ 07103	Description: Telephone/Voicemail Service Nature of Debtor's Interest: Contractor

B 6G (Official Form 6G) (12/07)

In re BullionDirect, Inc.,

Debtor

Case No. 15-10940-tmd

(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
<p>Dream Host 12235 El Camino Real, Ste. 200 San Diego, CA 92130</p>	<p>Description: Hosting Nature of Debtor's Interest: Contractor</p>
<p>Hootsuite Media 5 E. 8th Ave. Vancouver, BC V5T 1R6 CANADA</p>	<p>Description: Marketing Suite Nature of Debtor's Interest: Contractor</p>
<p>Junction Networks 55 Broad Street, 20th Floor New York, NY 10004</p>	<p>Description: VOIP Phone Service Contract Nature of Debtor's Interest: Contractor</p>
<p>Endicia 278 Castro Street Mountain View, CA 94041-1204</p>	<p>Description: Shipping Software Nature of Debtor's Interest: Contractor</p>
<p>Time Warner Cable Attn: Recovery Support 3347 Platt Springs Rd. West Columbia, SC 29170</p>	<p>Description: Internet Services Nature of Debtor's Interest: Contractor</p>
<p>3Seventy 2224 Walsh Tarlton Lane #220 Austin, TX 78746</p>	<p>Description: Mobile Site Maintenance Nature of Debtor's Interest: Contractor</p>
<p>Zayo Colocation, Inc. P.O. Box 209008 Dallas, TX 75320</p>	<p>Description: Hosting - Telecommunications Service Nature of Debtor's Interest: Contractor</p>
<p>Kount, Inc. 917 Lusk St. Boise, ID 83706</p>	<p>Description: Fraud Filtering Software Service Nature of Debtor's Interest: Contractor</p>

B 6G (Official Form 6G) (12/07)

In re BullionDirect, Inc.,

Debtor

Case No. 15-10940-tmd

(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
Travelers P.O. Box 660317 Dallas, TX 75266-0317	Description: Liability Insurance Nature of Debtor's Interest: Purchaser
Diamond State Depository, LLC d/b/a International Depository Services of Delaware (IDS) Attn: Operations Department 406 West Basin Road New Castle, DE 19720	Description: Corporate Custody Agreement Nature of Debtor's Interest: Contractor
Dacey, Richard, Philford Johnson & April Sheehy 100 Passaic Avenue, Ste. 110 Fairfield, NJ 07004	Description: Brokers Agreement dated 7/25/2014

PRESERVED CAUSES OF ACTION

NO CLAIMS OR CAUSES OF ACTION WILL BE RELEASED BY THE PLAN—ALL CLAIMS AND CAUSES OF ACTION WILL BE PRESERVED FOR THE BENEFIT OF CREDITORS.¹

VOTING ON THE PLAN DOES NOT RELEASE ANYONE CASTING BALLOTS—FOR OR AGAINST—FROM ANY LIABILITY.

All claims, causes of action, and other rights, powers, and interests of BullionDirect, Inc. and its subsidiaries, including without limitation, NBD Holdings, LLC, the BDI Trust and Nucleo Development Company, LLC, are preserved. These are known as the “Preserved Causes of Action.”

The Preserved Causes of Action include all claims, causes of action, and other rights, powers, and interests that may be asserted by BullionDirect, Inc. under 11 U.S.C. § 544, including the rights that may be asserted by hypothetical lien creditors, execution creditors, or bona fide purchasers of real property from the debtor.

The Preserved Causes of Action include all claims and causes of action against any person or entity, regardless of whether they are creditors or not, and regardless of whether they voted on the Plan or not. No person may obtain a release of any potential liability by supporting or opposing the Plan. Instead, any potential claims for liability are being preserved for the benefit of all creditors.

The Preserved Causes of Action may arise from the beginning of time through the consummation of the Plan, and shall be fully preserved and vested in the BDI Litigation Trust.

The BDI Litigation Trust shall have full power over the Preserved Causes of Action, and may prosecute, settle, release, sell, or otherwise dispose of the Preserved Causes of Action.

Examples of potential Preserved Causes of Action and potential defendants are provided below are not complete. The listing of these potential causes of action and defendants is provided without limitation and does not release any unlisted potential causes of action or unlisted potential defendants from any potential liability.

The listing of these potential defendants does not mean that any position whatsoever is being taken about the liability, culpability, or legal responsibility of any person or entity listed below. The persons and firms listed below may have no involvement whatsoever with BullionDirect. They may be completely innocent of any wrongdoing and free of liability. This extensive disclosure is only being made out an abundance of caution to ensure that all claims and causes of action are fully preserved for the benefit of creditors in accordance with binding legal precedents set by United State Court of Appeals for the Fifth Circuit. *See Dynasty Oil & Gas, L.L.C. v. Citizens Bank (In re United Operating, L.L.C.)*, 540 F.3d 351 (5th Cir. 2008) and

¹ Except as provided in the exculpation provision in Article XII of the Plan for the BullionDirect, Inc. chapter 11 bankruptcy estate professionals retained by order of the Bankruptcy Court.

PRESERVED CAUSES OF ACTION

Spicer v. Laguna Madre Oil & Gas II, LLC (In re Texas Wyoming Drilling, Inc.), 647 F.3d 547 (5th Cir. 2011).

1. The Preserved Causes of Action include, without limitation:
 - a. all causes of action arising under the Bankruptcy Code, including without limitation claims arising under or relating to 11 U.S.C. §§ 105, 362, 363(m), 363(n), 510(c), 524, 541, 542, 543 544, 545, 547, 548, 549, 550, 551, and 553;
 - b. all causes of action arising under other applicable federal law, including without limitation claims under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 *et seq.*, and the Securities Act of 1933 and the Securities Exchange Act of 1934, 15 U.S.C. §§ 77a *et seq.* and 78a *et seq.*;
 - c. all causes of action under the applicable laws of any state or country, including without limitation the Texas Uniform Transfer Act, Tex. Bus. & Com. Code § 24.001 *et seq.*, the Texas Securities Act, Tex. Rev. Civ. Stat. Art. 581-1, *et seq.*, and the Texas Theft Liability Act, Tex. Civ. Prac. & Remedies Code, § 134.001 *et seq.*;
 - d. all claims arising under or relating to that certain *Asset Purchase Agreement and Release* approved by the Bankruptcy Court on May 23, 2016, Docket No. 172;
 - e. all common law claims and causes of action under the applicable laws of any state or country, including without limitation claims for breach of fiduciary duty, corporate waste, legal malpractice, other professional malpractice, theft, conversion, trover, detinue, trespass, replevin, embezzlement, fraud, fraudulent inducement, breach of contract, and unjust enrichment; and
 - f. all claims for secondary or vicarious liability, including without limitation claims for conspiracy, aiding and abetting, respondeat superior, and controlling person liability.
2. The potential defendants in the Preserved Causes of Action include, without limitation:
 - a. any creditors or other persons or entities who filed proofs of claim in the Bankruptcy Case or who are listed on any of the schedules filed in the Bankruptcy Case;
 - b. Any persons or entities listed on the Statement of Financial Affairs filed in the Bankruptcy Case;
 - c. all officers, directors, and employees of BullionDirect, Inc. or its subsidiaries including without limitation Charles McAllister, Corbin Tuma, Randy Russell, Greg Russell, Taylor Russell, Julie Mayfield, Natash Bernal, Bradley Plies, Blake Thomas, Travis Irmen, Jason Parrish, Jason Otteson, Yalim Aytul, Jim Cannon, Garrett Schaefer, Richard Meisenheimer;
 - d. all shareholders of BullionDirect, Inc. or its subsidiaries including without limitation Charles McAllister, Bradley Plies, Vivek Katyal, Royal Precious Metals Company, John McNamara, Curtis and Sherry Lang, Norman and Maxine McAllister, Kathy and Ronald White, Beverly Dickinson, Michael and Lee Hartung, James and Cherry Wong, Douglas Cressman, Joyce Orrell, Robert Mills, Billy Mills, Celeste Scarborough, Roberta Mills,;

PRESERVED CAUSES OF ACTION

- e. all immediate recipients of funds, assets, investments, or other property or consideration from BullionDirect, Inc. or its subsidiaries, including without limitation NBFog, Inc., Texas Wildlife Unlimited, Inc., United Realty, 370 Mobile Application Company, Lavaca Ingram, Inc., Lavaca Fog, Inc., Ingram Fog, Inc. and persons associated with entities, including Michael Bonner, Laura Doerfler, Mike Williams, Lindsey Burtall, Tuc Saniloglu, Theresa Semester, Brett _____, Kim _____, Matt Merit, Sammy Knight, Mike Callahan, Hugh Sanderson, David Love, Bill Bryant, Dubois Bryant & Campbell, LLP, Marty Akins, Bryant Lee;
- f. all parties owing contractual obligations to BullionDirect, Inc. or its subsidiaries, including without limitation Fort Worth Coin Company, Inc., Lloyds of London, and Platform Universe, LLC, and Cheryl Huseman and Jack Murph;²
- g. all professionals and professional firms providing services to BullionDirect, Inc. or its subsidiaries, including without limitation Russell & Mayfield, LLP, Clark Thomas Winters, LLP, Dechert LLP, Jackson Walker, LLP, Munsch Hart Kopf & Harr, PLLC, The Martin Law Firm, LLP, Duggins Wren Mann & Romero, LLP, Cantrell & Cantrell, LLP, and the individual professionals associated with such firms;
- h. all vendors providing goods and services to BullionDirect, Inc. or its subsidiaries, including without limitation Dillon Gage, Inc., Institutional Depository Services, Inc., Institutional Depository Services of Delaware, Inc., and Diamond State Depository, Inc.;
- i. Equity Trust Company and Sterling Trust Company;
- j. all of the parents, subsidiaries, directors, officers, employees, representatives, and other affiliates of the above-mentioned persons or entities;
- k. any person or entity who controlled, conspired with, aided and abetted, or are otherwise legally responsible for or culpable for any of the above-mentioned persons or entities; and
- l. all subsequent transferees of the above-mentioned persons or entities.

² As stated above, nothing in this Exhibit creates or releases any claims. Instead, this Exhibit only preserves any claims that may exist. This Exhibit accordingly does not affect the terms of the Huseman-Murph APA or the releases provided therein.