

Geurkink waiving claims to any funds in the ING Accounts. The Receiver has recently obtained those executed waiver documents and forwarded them via email to ING's counsel.

Accordingly, it will not be necessary for the Receiver to pay retainers to its United Kingdom counsel or its Seychelles corporate agent to have IB Capital and Maverick reinstated to the registrar of companies in their respective jurisdictions.

Riknik & Sons Ltd. Funds – Slovakia

Since the DPPO's successful prosecution of Echade and Geurkink, the DPPO has contacted their Slovakian counterparts to have approximately USD \$7.2 million transferred to the receivership estate. The funds were on deposit in an account entitled Riknik & Sons, Ltd in a Slovakian bank. It is the Receiver's understanding these funds will be repatriated within the next 30-60 days. Accordingly, it is no longer necessary to have Riknik's Seychelle's corporate charter reinstated in order to serve it with the Riknik judgment which the Receiver had domesticated in Slovakia and the Receiver is no longer required to pay a retainer for any related services to have the corporate charter reinstated.

Cyprus

The Motion also sought the Court's permission to pay its Cypriot counsel a retainer in the amount of €12,000. Since filing that motion, the Receiver has been able to obtain approximately €956,000 as a result of a ruling from the Cyprus Supreme Court relating to an account in the name of Randius, Ltd.¹ Thus, it is no longer necessary to pay Cypriot counsel a retainer.

¹ On April 20, 2022, the Receiver received wire transfers totaling USD \$1,041,958.89 into the IB Capital/ProphetMax Receivership account.

Morocco

Lastly, the Motion had sought this Court's permission to incur travel expenses to travel to the Kingdom of Morocco Consulate's office (the "Consulate") in New York to execute assignment documents relating to an account in Morocco containing the equivalent of approximately USD \$4.5 million. The Receiver recently spoke with a representative of the Consulate and has learned it is no longer necessary to execute the documents in the presence of a notary in the Consulate. It is the Receiver's understanding, the Consulate changed in person requirements to less stringent notary requirements, due to the pandemic².

CONCLUSION AND PRAYER

For the reasons set forth above, the Receiver respectfully requests this honorable Court grant the foregoing requested relief to withdraw the Receiver's Fourth Motion to Withdraw Previously Filed Motion and for such other relief to which the Receiver may show himself to be entitled.

Respectfully submitted,

THE HOHMANN LAW FIRM, LLC

By: /s/ Guy Hohmann
Guy Hohmann
State Bar No.09813100
guyh@hohmannlaw.com
114 W. 7th Street, Suite 1100
Austin, Texas 78701
(512) 495-1400
(512) 499-0094 (Facsimile)

² The notary requirements include an embossed and stamped notary seal. Once the assignment documents are notarized, the Receiver will mail them FedEx with a tracking number and include a self-addressed stamped envelope to be returned to the Receiver.

CERTIFICATE OF CONFERENCE

I have conferred via email with Tim Mulreany of the United States Commodity Futures Trading Commission. Mr. Mulreany is not opposed to the Motion.

By: /s/ Guy Hohmann
Guy Hohmann

CERTIFICATE OF SERVICE

On June 3, 2022, I electronically filed this motion and proposed order with the Clerk's Office in the United States District Court for the Western District of Texas Austin Division.

I hereby certify that I will serve parties individually or through their counsel of record, electronically, or by other means authorized by the Court or the Federal Rules of Civil Procedure.

By: /s/ Guy Hohmann
Guy Hohmann

