

**PROCEDURES FOR RESOLUTION OF INTERESTS AND CLAIMS AND  
SETTING BAR DATES FOR CLAIMS**

1. Definitions. For purposes of these Procedures the following terms are defined as follows:

“**Claim**” is defined as: (i) a purported right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, against one or more of the Receivership Entities or the Receivership Estate (in each instance as defined below); or (ii) a purported right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured, against one or more of the Receivership Entities or the Receivership Estate. Notwithstanding anything to the contrary herein, an Investor’s investment in Legend does not give rise to a Claim but is instead treated as an Interest.

“**Claimant**” is defined as any Person that asserts a Claim. Without limiting the generality of the foregoing, the definition of Claimant includes, but is not limited to, any Person that asserts a Claim based on (i) the provision of goods or services or the sale of securities that has not been paid in whole; (ii) money loaned that has not been paid in whole; (iii) tax liabilities, including those held by federal and state governments; (iv) primary, secondary, direct, indirect, or contingent liability; and/or (v) contract, tort, indemnity, reimbursement, subrogation theories, or other legal or equitable theory. A holder of an Interest (defined below) is not a Claimant.

“**Governmental Unit**” is defined as and includes the United States; State; Commonwealth; District; Territory; municipality; foreign state; department, agency, or instrumentality of the United States, a State, a Commonwealth, a District, a Territory, a municipality, or a foreign state; or other foreign or domestic government.

“**Interest**” is defined as an equity interest in any of the Receivership Entities, which interest is based exclusively upon invested capital in any of the Receivership Entities.

“**Investor**” is defined as and includes any Person that currently holds or formerly held an Interest.

“**Legend**” is synonymous with the defined term “Receivership Entities.”

“**Person**” is defined as and includes any individual or entity, including, without limitation, partnerships, corporations, limited liability companies, estates, trusts and Governmental Units.

“**Plan**” means any plan of distribution that has been approved in accordance with Section IVX of the Receivership Order.

“**Proof of Claim**” is defined as a completed and signed Proof of Claim Form under penalty of perjury (“**Proof of Claim Form**”) together with supporting documentation. The Proof of Claim Form will be substantially in the form annexed hereto as Exhibit 1.

“**Receivership Entities**” is defined to include, jointly and/or severally, as applicable: Legend Venture Partners LLC, Legend Ventures Fund 1 LLC, Legend Ventures Fund 2 LLC, Legend Ventures Fund 3 LLC, Legend Ventures Fund 4 LLC and Legend Ventures Fund 5 LLC.

“**Receivership Order**” is defined to mean the Order entered July 7, 2023 by the United States District Court for the Southern District of New York (the “**Court**”) in the action entitled *Securities and Exchange Commission vs. Legend Venture Partners LLC*, 23-cv-05326-LAK (the “**Action**”), pursuant to which the Receiver was appointed and the **Receivership Estate** (as defined in the Receivership Order) was created.

2. Verification and Reconciliation of Interests.

A. Verification of Interests

(i) Within twenty-one (21) business days of entry of an order granting the motion to establish these Procedures (the “**Procedures Order**”), the Receivership<sup>1</sup> shall send an Investor Statement to each Investor substantially in the form annexed hereto as Exhibit 2 (each an “**Investor Statement**”), setting forth the amount(s) and date(s) that each Investor invested in each Receivership Entity, the Pre-IPO Companies and Pre-IPO Shares to which Legend advised the Investors that their investments had been applied, and the amount(s), if any, that the Investor received from the Receivership Entities on account of the Investor’s Interest(s). The Receiver will have the authority and discretion to modify the form of Investor Statement to customize it for each Investor. The Receivership may periodically prepare new, or modify previous, Investor Statements as the Receiver deems necessary, for example, based on newly discovered information. In such instance, the Receivership will notify the applicable Investor of such new Investor Statement, or modification, and provide a commensurate extension of time to respond.<sup>2</sup>

(ii) All of the Interests associated with a single taxpayer identification number (“**TIN**”) or social security number (“**SSN**”) will be included in one Investor Statement, *except that*, multiple investments associated with a single TIN or SSN will each receive a separate Investor Statement to the extent that any such an investment is in the name of a separate trust, an individual retirement account or a person other than the holder of the TIN or SSN (each an “**Associated Investment**”). In such cases, the Associated Investment will receive a separate Investor Statement with a unique Investor Number (defined below) through a separate mailing in a separate envelope.

(iii) Each Investor Statement will be sent by First Class Mail to the address for the applicable Investor set forth in the Receivership Entities’ books and records or as set forth in previously received (1) written notice from the Investor and/or (2) returned mail with a forwarding address. In addition, the Investor Statement will also be sent by

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<sup>1</sup> The term “**Receivership**” includes the Receiver and her retained professionals.

<sup>2</sup> Nothing in the Investor Statements is intended to state, imply or indicate that any Investor holds any Interest in any Pre-IPO Company or Pre-IPO Shares. Investors invested in Legend, not in any Pre-IPO Company.

email to the applicable Investor to any email addresses that the Receiver can reasonably locate in the Receivership Entities' email and computer systems.

(iv) To protect the privacy of Investors, the Investor Statements will assign each Investor an individual investor number unique to that Investor (each an "**Investor Number**"). The Receiver will use the respective Investor Number to identify individual Investors in public filings with the Court, and if the Investor and the Receiver engage in summary disposition litigation (as described in Section 5 *infra*), the Investor shall be identified in the submission only by Investor Number.

#### B. Disputed Interests

(i) Any Investor who disagrees with the information contained in the Investor Statement may dispute the accuracy of the information (each dispute an "**Investor Objection**") by following the instructions set forth in these Procedures and the Investor Statement.

(ii) The sole basis for an Investor Objection shall be an inaccuracy in the Investor Statement. An Investor may file an Investor Objection personally, through the Investor's counsel or through another authorized representative. An Investor that serves an Investor Objection through an authorized representative shall complete the Investor Representative Authorization Form attached to the Investor Statement and the authorized representative shall serve it on the Claims Agent (defined below) at the time of service of the Investor Objection. Only the Investor, the Investor's counsel or the Investor's authorized representative may serve an Investor Objection to the Investor's Investor Statement, and Investors may not serve an Investor Objection with respect to any other Investors' Investor Statement.

(iii) Investor Objections must be served on the Receiver's claims agent, Stretto, Inc. (the "**Claims Agent**") so that the Investor Objection is actually received by the Receiver's Claims Agent on or before forty-five (45) days from the date of the Receivership's mailing of the Investor Statement.<sup>3</sup> Investor Objections shall not be filed with the Court and any Investor Objection so filed shall not be considered properly served. Upon the timely service of an Investor Objection, an Interest shall become a "**Disputed Interest**." Each Investor that properly and timely serves an Investor Objection shall be a "**Disputing Investor**."

(iv) Investor Objections served pursuant to the instructions set forth in the Investor Statement shall be served on the Claims Agent by either (1) First Class Mail addressed to Legend Claims Processing c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; (2) overnight courier or in-person delivery addressed to Legend Claims Processing c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; or (3) e-mail, as an attachment in portable document format (.pdf), to [LegendClaims@Stretto.com](mailto:LegendClaims@Stretto.com).

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<sup>3</sup> All deadlines for Investors and Claimants to serve documentation on the Claims Agent or the Receiver, as applicable, are subject to extension by the Receiver in her discretion for cause shown without further Court order.

(v) The Receiver shall have the discretion to extend the time for an Investor to serve an Investor Objection for cause shown without further Court order.

(vi) An Investor's failure to timely and properly serve an Investor Objection that complies with the instructions set forth herein and in the Investor Statement shall permanently waive the Investor's right to object to its respective Investor Statement. If an Investor fails to timely and properly serve an Investor Objection, then the information set forth in the Investor Statement shall be final and binding on the Investor and shall form the basis for calculating the allowed amount on account of the Investor's Interest(s), based upon the distribution methodology employed in and pursuant to a Plan.

(vii) Any person or entity that does not receive an Investor Statement but who asserts ownership of an Interest (a "**Purported Investor**") will be required to serve the Receiver's Claims Agent with a written, signed statement identifying the claimed Interest (the "**Purported Interest**") together with the documentation that the Purported Investor contends establishes the existence of the Purported Interest (collectively, the "**Written Notification**"). The Purported Investor (or the Purported Investor's counsel or another authorized representative) will be required to serve the Written Notification within sixty (60) days of entry of the Procedures Order in the same manner that an Investor Objection must be served. If within thirty (30) days of service of the Written Notification the Receiver and the Purported Investor do not reach agreement regarding the Purported Interest, then the Purported Interest shall become a Disputed Interest and the Purported Investor shall become a Disputing Investor with all of the rights and duties of a Disputing Investor set forth in these Procedures. A Purported Investor's failure to timely serve a Written Notification concerning a Purported Interest shall permanently preclude the Purported Investor from asserting the Purported Interest. The Receiver shall have the discretion to extend the time for Purported Investors to serve Written Notifications for cause shown.

### 3. Claims Procedures.

A. Eligibility to Submit Proofs of Claim. Proofs of Claim shall be served by all persons or entities that assert Claims against any of the Receivership Entities or the Receivership Estate. Proofs of Claim shall be completed by Claimants personally, through the Claimant's counsel, or through another authorized representative. A Claimant that serves a Proof of Claim through an authorized representative shall complete the Claimant Representative Authorization Form attached to the Proof of Claim Form. **INVESTORS SHOULD NOT SUBMIT A PROOF OF CLAIM FORM TO ESTABLISH THEIR INTERESTS IN LEGEND.** Any Proof of Claim filed by an Investor on account of an Interest shall be disallowed on grounds, among others and without limitation, that it is duplicative of an Investor Statement or an Investor Objection and does not comply with these Procedures.

#### B. Bar Dates.

(i) The deadline for Claimants *other than* Governmental Units to serve Proofs of Claim shall be within sixty (60) days of entry of the Procedures Order (the "**General Bar Date**"); and

(ii) The deadline for Claimants that are Governmental Units to serve Proofs of Claim shall be within ninety (90) days of entry of the Procedures Order (the “**Governmental Bar Date**,” and together with the General Bar Date, the “**Bar Dates**”).

The Bar Dates are applicable to all Claims, whether alleged to arise before or after entry of the Receivership Order, except for claims for fees and expenses of the Receiver and her retained professionals as those claims are subject to provisions of the Receivership Order that set forth a specific procedure for Court review of such claims.

C. Procedure for Serving Proofs of Claim. To timely serve a Proof of Claim, each Claimant must serve a completed and signed Proof of Claim Form, together with supporting documentation on the Claims Agent as required by these Procedures, so that such Proof of Claim is actually received by the Claims Agent on or before the Bar Date applicable to the Claimant.

D. Proofs of Claim must be served on the Receiver’s Claims Agent by either (i) First Class Mail addressed to Legend Claims Processing c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; (ii) overnight courier or in-person delivery addressed to Legend Claims Processing c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; (iii) e-mail, as an attachment in portable document format (.pdf), to [LegendClaims@Stretto.com](mailto:LegendClaims@Stretto.com); or (iv) using the electronic Proof of Claim Form available on the Receivership website at <https://www.legendreceivership.com/>. Proofs of Claim should not be filed with the Court, and any Proof of Claim so filed shall not be considered properly served. Any Proof of Claim served in accordance with the foregoing and that otherwise complies with the requirements of these Procedures shall become a “**Filed Claim**.”

E. The Receiver shall have the discretion to extend the time for a Claimant to complete and serve a Proof of Claim for cause shown without further Court order.

F. Supporting Documentation for Proof of Claim. In order to be deemed properly served, each Claimant shall attach to each Proof of Claim copies of all documents available to the Claimant on which the Claimant relies or may rely to support such Proof of Claim. Such documentation may include, but is not limited to: copies of all agreements, checks, wire transfers, promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, and other documents evidencing the amount and basis of the Claim. If such supporting documentation is not available, the Claimant shall attach to the Proof of Claim an explanation of why the documentation is unavailable.

G. Proof of Claim Must Identify Receivership Entity. A Claimant asserting a Claim against a Receivership Entity shall identify in the Proof of Claim the Receivership Entity against which the applicable Claim is asserted.

H. Effect of Failure to Serve Proof of Claim Compliant With Claims Procedures.

(i) Any Claimant that fails to timely and properly serve a Proof of Claim with respect to any Claim the Claimant asserts pursuant to these Procedures shall be deemed to hold an “**Abandoned Claim**.” Any Claimant holding an Abandoned Claim:

a. shall not be entitled to a distribution on account of such Abandoned Claim under any Plan;

b. shall not be entitled to object on account of such Abandoned Claim to any Plan;

c. shall be forever barred, estopped, and enjoined to the fullest extent allowed by applicable law from asserting, in any manner, such Abandoned Claim against the Receivership Entities and the Receivership Estate and their respective property; and

d. shall receive no further notices on account of such Abandoned Claim.

(ii) The Receivership Entities, Receivership Estate, and their respective property shall be, and hereby are, discharged from any and all indebtedness or liability with respect to any Abandoned Claim.

I. Inter-Company Claims. Notwithstanding any provision of these Procedures, the Receivership Entities are not required to file Proofs of Claim against one another, and any Claims of a Receivership Entity against another Receivership Entity are preserved.

4. Claims Reconciliation and Claims Analysis Report.

A. Claims Analysis Report.

(i) The Receiver shall file and serve one or more claims analysis reports (a “**Claims Analysis Report**”). A Claims Analysis Report will include a schedule that will set forth, as to each Filed Claim, the Receiver’s determination (each a “**Determination**”) as to whether a Filed Claim will become an “**Allowed Claim**” or a “**Disallowed Claim**,” in each instance, in whole or in part. A Claims Analysis Report shall provide a brief explanation of the Receiver’s Determination to the extent the Filed Claim is not allowed in full.

(ii) The Receiver shall not be required to include an Abandoned Claim in a Claims Analysis Report. The Receiver may periodically modify previous Claims Analysis Reports as the Receiver deems necessary and provide a commensurate extension of time to respond.

B. Allowed Claims.

(i) The Receiver may determine whether a Filed Claim is an Allowed Claim or a Disallowed Claim, in each instance in whole or in part, by taking into account, among other things and without limitation, whether (1) the Claim is timely and properly asserted against one or more Receivership Entities or the Receivership Estate; (2) the Claim is duplicative of one or more other Claims asserted against the Receivership Entities or the Receivership Estate; (3) the Claim arose out of any of the activities, agreements, or other obligations of the Receivership Entities against which the Claims are asserted, or of the

Receivership Estate; (4) the Claim is consistent with the books and records of the Receivership Entities or the Receivership Estate; (5) the Claim is supported by adequate documentation; (6) the Claim is subject to any offsets or defenses that may be asserted; (7) the Claim is properly treated as an Investor Interest; and/or (8) whether other grounds exist for allowing or disallowing the Claim, in whole or in part.

(ii) Subject to the Claimant's right to serve a Claimant Objection (defined below), the Receiver's Determination of the allowed amount of each Allowed Claim shall serve as the basis for calculating a Claimant's entitlement to a distribution in accordance with a Plan and is not necessarily indicative of the priority or treatment of the Claim under any Plan or the amount or type of distribution, if any, a Claimant may ultimately receive on account of that Claim. The Receiver may estimate the amount of a Claim that is contingent, unliquidated, or unmatured for purposes of determining the allowed amount of any Allowed Claim.

C. Notice of Claims Analysis Report.

(i) The Receiver shall serve a Claims Analysis Report by First Class Mail on each Claimant that holds one or more Filed Claims that are the subject of a Determination in such Claims Analysis Report at the address listed on the Proof of Claim for notice purposes or as set forth in previously received (1) written notice from the Claimant and/or (2) returned mail with a forwarding address.

(ii) Notwithstanding Section 4(C)(i), where the holder of a Filed Claim has provided an email address in its Filed Claim, the Receiver shall only be required to serve the Claims Analysis Report on such Claimant via email at that email address.

(iii) Within five (5) business days of filing a Claims Analysis Report, the Receiver will post the applicable Claims Analysis Report on the Receivership website at <https://www.legendreceivership.com/>.

D. Claimant Objections and Disputed Claims.

(i) A Claimant may challenge the Receiver's Determination of the Claimant's Filed Claim(s) set forth in a Claims Analysis Report including, without limitation, any objection to the Receiver's determination (1) that the Filed Claim is disallowed in whole or in part, or (2) the allowed amount of the Filed Claim.

(ii) A Claimant that seeks to object to the Receiver's Determination of the Claimant's Filed Claim(s) shall serve on the Receiver a written objection to the Receiver's Determination (each a "**Claimant Objection**"). No person or entity other than the applicable Claimant (including through counsel or through another authorized representative) may file a Claimant Objection to the Claims Analysis Report, and Claimants may not object to the Receiver's Determinations of other Claimants' Filed Claims.

(iii) Objections to the Determination(s) in a Claims Analysis Report shall (1) be in writing; (2) state the name and address of the objecting Claimant and the

name and address of the Claimant's counsel or another authorized representative (if any), (3) state the claim number assigned to the Filed Claim(s), and the nature of the Claim(s) of such Claimant; (4) state with particularity the basis and nature of all objections to the applicable Determination(s); and (5) be e-mailed to the Receiver at [LegendReceiver@Otterbourg.com](mailto:LegendReceiver@Otterbourg.com), so as to be *actually received* on or before forty-five (45) days following the Receiver's mailing or emailing to a Claimant (pursuant to the notification procedures described in Section 4(C), *supra*) of a Claims Analysis Report addressing the Determination to which the Claimant Objection responds. Upon the timely service of a Claimant Objection, a Claim shall become a "**Disputed Claim.**" Each Claimant that properly and timely serves a Claimant Objection shall be a "**Disputing Claimant.**"

(iv) Claimant Objections should not be filed with the Court except as an exhibit to a Resolution Motion (as defined in Section 5(B)(i), *infra*) or a response thereto to the extent allowed by the procedures set out in Section 5(B)(iv), *infra*.

(v) A Claimant's failure to timely serve the Receiver with a Claimant Objection to its Filed Claim(s) that complies, in all respects, with the instructions set forth in these Procedures, shall permanently preclude the Claimant's right to object to or contest the Receiver's Claims Analysis Reports and Determination(s) as the same relate to such Filed Claim(s).

(vi) If a Claimant fails to serve a Claimant Objection to the Receiver's Determination set forth in a Claims Analysis Report, then the Receiver's Determination shall be final and binding as to the applicable Filed Claim(s).

## 5. Resolution of Disputed Interests and Disputed Claims.

### A. Alternative Dispute Resolution of Disputed Interests and Disputed Claims.

(i) Within forty-five (45) days of receipt of an Investor Objection or a Claimant Objection, the Receiver shall make a good-faith attempt to resolve a Disputed Interest or a Disputed Claim with the respective Disputing Investor or Disputing Claimant (each a "**Disputing Party**") (or the Disputing Party's counsel or other authorized representative) through "**Bilateral Discussions.**" If the Receiver and the respective Disputing Investor or Disputing Claimant both agree, Bilateral Discussions may continue beyond the 45-day period.

(ii) Unless the Disputed Interest or Disputed Claim is consensually resolved through Bilateral Discussions, the Disputed Interest or Disputed Claim shall be submitted to Mediation before a disinterested Mediator, to be completed within thirty (30) days from commencement of the initial Mediation session unless extended by the Receiver in her discretion. The costs of Mediation will be borne one-half by the Receivership Estate and one-half by the Disputing Party.

(iii) The Receiver may, in her sole discretion, settle and compromise any Disputed Interest or Disputed Claim on terms and for reasons that she deems, in her business judgment, to be appropriate without further Court order.

B. Summary Disposition. If the foregoing Alternative Dispute Resolution procedures are unsuccessful, the Receiver shall submit the Investor Objection or Claimant Objection to the Court for summary disposition in the following manner:

(i) Within sixty (60) days after conclusion of the Mediation, the Receiver will file one or more motions with the Court requesting that the Court confirm the Receiver's determination(s) as to the particular Disputed Interest(s) or Disputed Claim(s) addressed in the motion (a "**Resolution Motion**").

(ii) The Receiver's moving papers in support of a Resolution Motion shall attach, as applicable, (1) the Disputed Claim(s) or Disputed Interest(s), (2) for Disputing Investors: the applicable Investor Statement(s) and Investor Objection(s), (3) for Disputing Claimants: the applicable Proof(s) of Claim, the applicable Claims Analysis Report, and each applicable Claimant Objection, and (4) the basis for the Receiver's determination(s) as to each Disputed Claim or Disputed Interest addressed therein, as well as any relevant declarations, exhibits, documentation and/or testimony. The Receiver's Resolution Motion and supporting brief shall be served on the applicable Disputing Party at the time of their filing via (1) email where an email address was provided in the applicable Investor Objection or Claimant Objection; or (2) if no email address was provided, by First Class Mail to the address provided in the applicable Investor Objection or Claimant Objection.

(iii) At the Receiver's election, the Receiver may consolidate multiple Disputed Interests or Disputed Claims into one or more omnibus Resolution Motions as she deems appropriate.

(iv) Any response (each a "**Response**") to a Resolution Motion must be served electronically on the Receiver no later than fourteen (14) days after filing of the Resolution Motion (the "**Response Deadline**") by delivery to [LegendReceiver@Otterbourg.com](mailto:LegendReceiver@Otterbourg.com). The Receiver shall file each Response on the ECF docket within two (2) business days of the expiration of the Response Deadline.

(v) Within twenty (20) days of the applicable Response Deadline, the Receiver shall file her reply papers, if any, in further support of a Resolution Motion.

6. Plan. Any Plan shall be subject to separate review by the Court and nothing in these Procedures is intended to or shall be deemed to approve any Plan or type of Plan.

7. Consent to Jurisdiction. Any Investor who serves an Investor Objection or any Claimant who serves a Proof of Claim on the Receiver is deemed to consent to the Court's jurisdiction for all purposes related to any Interest or Claim contained therein and agrees to be bound by its decisions, including, without limitation, any determinations as to the amount, extent, validity, classification, treatment and payment of any Interests in or Claims asserted against the Receivership Entities or Receivership Estate. Nothing in the foregoing sentence or otherwise in these Procedures shall in any way limit the jurisdiction of this Court whether or not a person or entity serves an Investor Objection or a Proof of Claim.

8. Notice of Procedures for Verification of Interests and for Submitting and Verifying Proofs of Claim.

A. Notice. Within five (5) business days of entry of the Procedures Order, the Notice of Procedures for Verification of Interests and for Submitting and Verifying Proofs of Claim (substantially in the form annexed hereto as Exhibit 3, the “**Notice of Interests and Claims Procedures**”) shall be distributed as follows:

(i) to the extent reasonably determinable, to all known Investors and Claimants by First Class Mail to the addresses reasonably located for such Investors and Claimants in Legend’s books and records, or as set forth in previously received written notice from the Investor or Claimant and/or in returned mail with a forwarding address;

(ii) to the extent reasonably determinable, to all known Investors and Claimants by email to the extent known by the Receivership or reasonably located in the Receivership Entities’ books and records; and

(iii) to such additional persons and entities deemed appropriate by the Receiver.

B. Notice by Publication. Within five (5) business days of entry of the Procedures Order, the Notice of Interests and Claims Procedures shall be posted on the Receivership website at <https://www.legendreceivership.com/>. Within fourteen (14) business days of entry of the Procedures Order, a notice concerning these Procedures will be submitted for publication through various media channels via the Business Wire and PR Newswires.

C. Notice Upon Inquiry. The Receiver shall promptly provide the Notice of Interests and Claims Procedures and the Proof of Claim Form to any person or entity that makes a written request for such documents to the e-mail address [LegendReceiver@Otterbourg.com](mailto:LegendReceiver@Otterbourg.com) or to the physical address Legend Claims c/o Otterbourg P.C., 230 Park Avenue, New York, New York 10169-0075.

9. Completion of Either Internal Revenue Service Forms W-9 or W-8. To facilitate distributions under the Plan, in addition to receipt of the Investor Statement described herein, each Investor will also be furnished with an IRS Form W-9 “Request for Taxpayer Identification and Certification” (“Form W-9”) and an IRS Form W-8 “Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting” (“Form W-8”). Each Investor will be requested to complete and return a Form W-9 or a Form W-8, as applicable, regardless of whether they disagree with the Investor Statement. Completion of a Form W-9 or a Form W-8, as applicable, shall be a prerequisite to receiving any distribution under the Plan. A completed Form W-9 or W-8, as applicable, shall be returned to the Receiver’s Claims Agent by either (i) First Class Mail addressed to Legend Claims Processing c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; (ii) overnight courier or in-person delivery addressed to Legend Claims Processing c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602; (iii) e-mail, as an attachment in portable document format (.pdf), to [LegendClaims@Stretto.com](mailto:LegendClaims@Stretto.com); or (iv) upload to the Receivership website at <https://www.legendreceivership.com/>.