Dear Judge Glenn

Thank you for your careful consideration of the case so far.

I would like to reiterate what a lot of other people have written about crypto collateral provided to obtain loans through Celsius. It would appear, from a layman's point of view, that the legal team representing the debtors are doing their best to bring the legal profession into disrepute in the eyes of the general public by arguing black is white in trying to change the generally accepted meaning of the word collateral in respect to lending. Even a back street pawn broker knows that when someone leaves them property as collateral against a loan, that collateral remains the property of the client until the loan is paid off at which point the person's property is returned, or the client defaults on the loan and only at that point does ownership transfer to the lender. It would seem absurd to accept the debtor's argument that when someone took out a loan with them, the debtor provided the collateral against that loan out of the goodness of their heart because it was their property – the whole argument makes absolutely no sense at all.

Celsius was sold to the public as an ultra safe place to both put deposits and take loans by Mr Mashinsky. He continually reiterated that collateral was safe and Celsius was a better and safer place to do business than traditional banks. He went out of his way to say how conservative their investment practices were and how they couldn't lose money. The truth appears to be very different where their investment approach seems to be more akin to letting Mr Mashinsky throw darts at a dart board 100 metres away whilst wearing a blindfold. It takes a special kind of stupid to lose so much money in so short a time.

I , like many thousands of others it would appear, took him at his word and unfortunately did not dig into the small print to see what we were actually signing up to. This unfortunately is normal with a retail business with very few, if any, people reading terms of service etc because lending has been around for a long time and you just imagine that all agreements where you post collateral against a loan are standard in nature and you assume you keep title to your assets until the loan is either paid off or you default or get liquidated. Unfortunately, the Celsius terms appear to be extremely one sided in nature with all benefits of their actions being taken by the company and all the risks being put onto the creditors. As a result I would argue that these terms should be thrown out as no one with any sense would have had anything to do with Celsius if they knew this was what they were signing up for.

Our property put down as collateral is called collateral by Celsius itself in the terms of agreement, on the app when you look at your loan details and in their systems when you download your transaction history. Even if the assets were originally in earn, when they are posted as collateral they are removed from your earn balance and stop receiving weekly rewards. In addition, because you are posting collateral, the interest rate you are paying is reduced because the loan is secured against your collateral. If it looks like a duck, waddles like a duck and quacks like a duck, it is usually safe to say that it is, in fact, a duck even if a very expensive lawyer tries to convince you otherwise.

I currently have 4 loans with Celsius (1 matured last week and is in limbo, 1 matures next month and, I assume will also stay in limbo for some time, and 2 will mature next year).

Given my statements above on the nonsensical nature of the debtor's legal team's arguments I would suggest that a ruling is made that all collateral is the property of the creditor and not the debtor. If a buyer for the loan book can be found on this basis whereby the full collateral relating to

the loans is transferred to the buyer, I would be more than happy to leave my loans open. There is likely to be a premium paid by any buyer on the assumption all collateral follows the loans and this can be used to at least partially offset the negative impact on the remaining creditors.

If a buyer can't be found, I would like all my collateral to be transferred off the Celsius platform to the withdrawal address they already hold for me and I will sell enough to pay the loans off and keep the remainder.

I also have money in an earn account so I realise that my haircut on those balances may increase as a result of collateral being recognised as the property of the creditor and I'm happy to accept that risk for 2 reasons :

1. It is fair based on the arguments outlined above as assets posted as collateral are more akin to custody and
2. For the good of the industry. If it is ruled that if someone puts down collateral for a loan (especially on a 4 to 1 basis as was the case with Celsius where you had to put down four Bitcoin to borrow one as an example) and that collateral immediately becomes the property of the lender, who in their right mind would take out a loan under those circumstances and take that level of risk?

Kind regards

Brian Manson