UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:	Chapter 11
GOLIATH VENTURES INC. (FL), GOLIATH VENTURES INC. (WY),	Case No. 26-13174-RAM Case No. 26-13176-RAM Jointly Administered
Debtors. _____/	

DEBTORS' MOTION FOR SUBSTANTIVE CONSOLIDATION

Goliath Ventures Inc., a Wyoming corporation ("***Goliath WY***"), and Goliath Ventures Inc., a Florida corporation f/d/b/a Gen-Z Venture Firm, Inc. ("***Goliath FL***," together with Goliath WY, "***Debtors***"), file this motion for substantive consolidation ("***Motion***") of the two jointly administered debtor estates, effective as of the Petition Date (defined below). This Motion is made pursuant to 11 U.S.C. § 105 and F.R.B.P. 1015. In support, the Debtors state as follows.

I. Preliminary statement

Christopher Delgado swore in his plea agreement ("***Plea Agreement***"), stipulated to by the United States and accepted by the U.S. district court, in part as follows:

> From at least January 2023 through January 2026, Delgado was the founder, president, and chief executive officer of **Goliath Ventures, Inc., formerly known as Gen-Z Venture Firm, which was a Florida corporation and later reincorporated in Wyoming**. Delgado held ultimate control over Goliath's finances and business decisions. During this time, Delgado entered into an agreement with others known and unknown to the United States to use Goliath as a Ponzi scheme. Delgado was the organizer and leader of this extensive Ponzi scheme that involved five or more participants.

U.S.A. v. Delgado, Case No. 26-00158 (M.D. Fla.) ("***Criminal Case***") [Dkt. No. 52, pg. 37]

(footnote omitted, emphasis added).[1] For this reason, among others set forth in this Motion, the Debtors respectfully request that the Court order that the Debtors' two estates be substantively consolidated for all purposes as of the Petition Date.

See Smith v. Slott, 754 F. Supp. 3d 1271, 1282 (S.D. Fla. 2024), aff'd sub nom. *In re No Rust Rebar, Inc.,* 177 F.4th 1161 (11th Cir. 2026) ("Bankruptcy courts have the authority—under their general equitable powers—to substantively consolidate a debtor with another entity. Substantive consolidation entails bringing all the assets of a group of entities into a single survivor, the debtor, from which creditors' claims can be satisfied.") (quotations and citations omitted).

II. Jurisdiction

1. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. This Court has jurisdiction in this matter pursuant to 28 U.S.C. § 1334.

III. Supporting materials and request for judicial notice

3. In support of the Motion, the Debtors attach as Exhibit 1 the declaration of Solomon Genet ("***Genet Declaration***"), attaching: (1) the Plea Agreement; (2) the Affidavit in Support of Criminal Complaint filed by a Special Agent of the Internal Revenue Service ("***IRS Affidavit***"); (3) the Verified Complaint for Forfeiture in Rem ("***Verified Complaint***"), commencing *U.S.A. v. Assets Identified in Par. One of Verified Complaint*, Case No. 26-1134 (M.D. Fla.); (4) Goliath WY records from the Wyoming Secretary of State; (5) Goliath FL records from the Florida Secretary of State; (6) the Emergency Verified Ex Parte Motion to Appoint Receiver ("***Verified***

[1] *In re Slatkin*, 525 F.3d 805, 812-13 (9th Cir. 2008) (defendant's guilty plea has "guarantees of trustworthiness," as it (1) was made under oath with the advice of counsel, (2) subjected the defendant to criminal penalties, (3) was made after the defendant was advised of his constitutional rights, and (4) was accepted by the district court after the court determined that the plea was knowing and voluntary); *U.S. v. Seventy Thousand One Hundred Fifty Dollars in U.S. Currency ($70,150.00),* 2009 WL 3614871, *3-4 (S.D. Ohio Oct. 28, 2009).

Motion to Appoint Receiver"); (7) Receivership Orders (defined below); and (8) docket in the Receivership Action (defined below).

4. The Debtors respectfully request that the Court take judicial notice of all items so noticeable under F.R.E. 201.[2]

IV. Factual background

a. The Debtors' corporate history

5. On February 15, 2019, Gen-Z Venture Firm Inc. ("***Gen-Z***") was incorporated as a Florida for profit corporation.[3]

6. On September 13, 2021, Gen-Z changed its name to Goliath Ventures Inc.[4]

7. On September 3, 2025: (i) Goliath FL was voluntarily dissolved; and (ii) Goliath WY was incorporated in Wyoming as a for profit corporation.[5]

8. Goliath FL was "a Florida corporation [] later reincorporated in Wyoming."[6]

9. Goliath FL and Goliath WY have the same pre-petition: (1) President, Christopher Delgado; (2) principal place of business: 200 S. Orange Ave., Suite 1800, Orlando, FL 32801; and (3) agent – Harry Samuels.[7]

10. Mr. Delgado had material control over the Debtors.[8]

b. The Debtors' purported business and Delgado's Ponzi scheme

11. From January 2023 through January 2026, Mr. Delgado and others told investors through presentations and marketing materials that their funds would move from a traditional bank

---

[2] *Murphy v. Richert*, 2022 WL 4229421, *1 (S.D. Fla. Aug. 26, 2022).
[3] Genet Declaration, Composite Exhibit E.
[4] *Id.*
[5] *Id.* at Composite Exhibits E and D.
[6] *Id.* at Exhibit A, pg. 37.
[7] *Id.* at Composite Exhibits E and D.
[8] *Id.* at Exhibit A.

account in the name of the Debtors to Coinbase, then to an "encrypted ledger," and ultimately into liquidity pools where returns would be generated.[9]

12. Indeed:

> According to information provided to potential investors, including marketing materials and GOLIATH's website, GOLIATH is "a joint venture private fund that invested in blockchain and cryptocurrency projects." GOLIATH further characterized itself as "a pioneering firm specializing in blockchain development and decentralized finance strategies" and purported to leverage "liquidity pools to facilitate passive income generation, enhance market efficiency, and provide qualified investors with access to innovative financial opportunities."[10]

13. Mr. Delgado's representations induced investors to give their money to Goliath.[11]

14. However, Mr. Delgado's representations were false. In truth, Delgado was running a Ponzi scheme through and upon the Debtors from at least January 2023 through January 2026 ("***Delgado Ponzi Scheme***").[12]

15. Mr. Delgado did not invest the funds in cryptocurrency liquidity pools as promised. Rather, he caused funds to be used to pay for luxury travel, events, vehicles, and other goods for his and his coconspirators' personal enrichment and to lure in additional investors through a projected image of success. Delgado also caused funds to be used to pay monies to investors as purported distributions, which Delgado falsely represented had been generated through liquidity pools.[13]

16. For example, in the Plea Agreement, stipulated to by the United States and accepted by the U.S. district court, Delgado describes "Victim Investor #1" who made four investments totaling $2 million pursuant to a single joint venture agreement with the Debtors. The first

---

[9] *Id.*
[10] *Id.* at Exhibits A and B, e.g., ¶ 23; *see also id.* at Exhibit F.
[11] *Id.* at Exhibit A.
[12] *Id.* at Exhibits A and B.
[13] *Id.* at Exhibits A and B.

investment was made on July 21, 2025, when only Goliath FL existed. The second investment was made on September 3, 2025, the day that Goliath FL was voluntarily dissolved and Goliath WY was created. The third and fourth investments were made on September 30, 2025 and October 31, 2025, when only Goliath WY was an active and not dissolved entity.[14]

17. Through his Ponzi Scheme, Mr. Delgado solicited at least 1,000 investors resulting in losses of at least $250 million.[15]

c. The Criminal Action and the Forfeiture Action

18. On February 20, 2026, the United States of America filed a criminal complaint [Dkt. No. 1] against Mr. Delgado commencing the Criminal Case.

19. On May 21, 2026, the United States commenced *U.S.A. v. Assets Identified in Paragraph One of Verified Complaint*, Case No. 26-01134 (M.D. Fla.) ("***Forfeiture Action***") by filing its Verified Complaint [Dkt. No. 1].[16]

20. On June 23, 2026, the United States filed its Information [Dkt. No. 49] in the Criminal Case further detailing the charges against Mr. Delgado.

21. On June 23, 2026, Mr. Delgado entered into his Plea Agreement in the Criminal Case, pleading guilty to (1) conspiracy to commit fraud in violation of 18 USC 1349; (2) wire fraud, in violation of 18 U.S.C. § 1343; and (3) money laundering in violation of 18 U.S.C. § 1957, and attaching a factual basis.[17]

22. On June 30, 2026, the District Court issued its Report and Recommendation concerning Plea of Guilty in the Criminal Case, determining that the guilty plea was knowingly

[14] *Id.* at Exhibit A, pgs. 49-51.
[15] *Id.* at Exhibit A.
[16] *Id.* at Exhibit C.
[17] *Id.* at Exhibit A.

and voluntarily entered and there is a factual basis for the plea. [Dkt. No. 67].

23. On July 15, 2026, the District Court accepted Mr. Delgado's plea of guilty and adjudicated him guilty of Counts One, Two, and Three of the Information. [Dkt. No. 72].

d. The Circuit Court litigation and the appointment of the Receiver

24. On February 25, 2026, Mehal Patel filed a complaint commencing an action in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida, styled *Mehal Patel v. Goliath Ventures, Inc.*, Case No. CACE-26-003310 ("***Receivership Action***").

25. On February 27, 2026, Mr. Patel, with and/or supported by proposed intervenors TwentyWon Ventures, LLC, Gregory Wilson, and John Euliano, as Trustee of the John D. Euliano Revocable Trust UTD 5-27-14, and Brevard Nursing Academy, LLC d/b/a Coastal Technical Institute (collectively, "***Proposed Intervenors***"), filed the Verified Motion to Appoint Receiver.[18]

26. Thereafter, the Circuit Court entered its (1) Amended Order on Plaintiff's Emergency Verified *Ex Parte* Motion to Appoint a Receiver dated March 3, 2026 ("***Amended Order***") and (2) Agreed Order Granting the Receiver's Agreed Motion to Confirm that the Receivership Estate Includes Goliath Ventures Inc., a Florida Corporation (f/k/a Gen-Z Venture Firm Inc.) dated March 5, 2026 (together, "***Receivership Orders***").[19]

27. On March 3, 2026, the Receiver filed his Notice of Acceptance and Oath of Receiver in the Receivership Action.[20]

e. The Receivership Orders vested the Receiver with sweeping authority

28. The Receivership Orders vested the Receiver with complete corporate control over both Debtors and their property, completely divesting every other officer, director, manager,

[18] *Id.* at Exhibit F.
[19] *Id.* at Composite Exhibit G.
[20] *Id.* at ¶ 10.

employee, agent or representative (including Mr. Delgado) of any decision-making authority on behalf of both Debtors, with all such authority being vested exclusively with the Receiver.[21]

f. The Bankruptcy Cases

29. On March 16, 2026 ("***Petition Date***"), the Receiver caused the Debtors to file for bankruptcy protection.

30. This Court has since ordered that the Debtors (a) are to be jointly administered; (b) are authorized to use a single debtor-in possession bank account; (c) are to remain under the post-petition management and control of the Receiver; and (d) may implement a case wide protective order to ease the production of documents, given the Debtors' issuance of scores of Rule 2004 document requests and receipt of documents formally (in response to subpoena) and informally.[22]

31. In addition, the Court has granted the Debtors' motion to extend the exclusive period to file a chapter 11 plan through December 31, 2026. [Dkt. No. 251].

V. Law and argument

32. The Debtors respectfully request that the Court order that the two jointly administered debtors be substantively consolidated.

a. This Court has the authority to order substantive consolidation

33. "Bankruptcy courts have the authority—under their general equitable powers—to substantively consolidate a debtor with another entity. Substantive consolidation entails bringing all the assets of a group of entities into a single survivor, the debtor, from which creditors' claims can be satisfied. The concept of substantive consolidation begins with a commonsense deduction:

[21] *Id.* at Composite Exhibit G, Amended Order, ¶¶ 24-25.
[22] *See generally* Bankruptcy Cases docket.

Corporate disregard as a fault may lead to corporate disregard as a remedy."[23]

34. "The purpose of substantive consolidation is to insure the equitable treatment of all creditors. It involves the pooling of the assets and liabilities of two or more related entities; the liabilities of the entities involved are then satisfied from the common pool of assets created by consolidation."[24]

35. The Bankruptcy Court's authority to substantively consolidate entities primarily rests in 11 U.S.C. § 105.[25]

36. In the Eleventh Circuit, the movant seeking substantive consolidation must show (1) that there is a substantial identity between the two Debtors; and (2) consolidation is necessary to avoid some harm or realize some benefit.[26]

37. To do so, there are a series of factors used to frame the substantive consolidation inquiry depending on the particular facts of the case.[27] Here, these relevant factors include: (1) unity of interests in the entities; (2) commingling of assets and business functions; (3) common officers; (4) gross undercapitalization; (5) disregard of corporate formalities; and (6) the degree of difficulty in segregating and ascertaining individual assets and liabilities.

38. Moreover, many courts have found substantive consolidation to be proper where a Ponzi scheme was perpetrated through the debtors.[28]

---

[23] *Slott*, 754 F. Supp. 3d at 1282 (S.D. Fla.) (quotations omitted and cleaned up); *see also id.* at 1282-83 (substantive consolidation may be sought by motion).
[24] *Eastgroup Props. v. S. Motel Ass'n,* 935 F.2d 245, 248 (11th Cir. 1991) (quotations omitted).
[25] *Slott*, 754 F. Supp. 3d at 1301 (S.D. Fla.) (citing cases).
[26] *Eastgroup*, 935 F.2d at 249.
[27] *Id.; Slott*, 754 F. Supp. 3d at 1283-84, n.12 (citing cases).
[28] *See e.g., In re Woodbridge Grp. of Companies, LLC*, 592 B.R. 761, 778 (Bankr. D. Del. 2018); *In re Petters Co., Inc.,* 506 B.R. 784 (Bankr. D. Minn. 2013); *In re Pearlman*, 450 B.R. 219 (Bankr. M.D. Fla. 2011); *In re Bonham*, 226 B.R. 56 (Bankr. D. Alaska 1998), sub. aff'd, 229 F.3d 750 (9th Cir. 2000); *see also In re Logistics Info. Sys., Inc.,* 432 B.R. 1, 13 (D. Mass. 2010) (that the

b. This Court should order the substantive consolidation of the Debtors' estates.

39. Here, there is a substantial identity between the Debtors, and both the estate and creditors will benefit, and avoid harm, by consolidation. Further, the relevant factors are satisfied. Thus, respectfully, this Court should order the Debtors' estates to be substantively consolidated.

40. The Debtors go through the above-identified factors.

41. First, there is a unity of interest among the two Debtors: Mr. Delgado was a senior insider of both entities with material control, and Goliath WY is the successor of Goliath FL.

42. Second, there was a comingling of assets and business functions: both entities had the same (i) primary business location; (ii) claimed business operation; and (iii) the Delgado Ponzi Scheme was run through them; and (iv) Goliath WY was the successor of Goliath FL.

43. Third, both entities had a common senior officer: Mr. Delgado.

44. Fourth, the entities were grossly undercapitalized; indeed, by definition, an entity through which a Ponzi scheme was perpetrated is insolvent as a matter of law.[29]

45. Fifth, there was a disregard of corporate formalities. Goliath FL was shut down the same day that Goliath WY was opened, with no material change in operations.

46. Sixth, Mr. Delgado having perpetrated a 9-figure Ponzi scheme resting heavily in crypto currency and utilizing multiple financial institutions[30] will make it difficult, time consuming, and expensive (if even possible) to segregate and ascertain the assets and liabilities of each debtor. A victim should not be entitled to an allowed claim against one debtor and not the other based on whether the victim invested before or after September 3, 2025. And, as a matter of

---

senior insider of both entities "used the companies to transact fraudulent conveyances" supported a finding of substantive consolidation).

[29] *Wiand v. Dewane*, 2011 WL 4460095, *4 (M.D. Fla. July 11, 2011), R&R ad. 2011 WL 4459811 (M.D. Fla. Sept. 26, 2011) (citing cases).

[30] Genet Declaration, Exhibit A, e.g., pgs. 45-51.

equity and practicality, victims who invested during the corporate existence of one Debtor should be permitted to equally participate in recoveries secured by the other Debtor, particularly given that settling targets/defendants will presumably expect a release from both Debtors.

47. And of course, that from January 2023 through January 2026 – starting through Goliath FL and continuing through Goliath WY – Delgado perpetrated the same Ponzi scheme through and upon both Debtors supports each factor and the conclusion that both estates should be substantively consolidated.

48. Indeed, in the original (Charles) Ponzi scheme case, *Cunningham v. Brown*, 265 U.S. 1, 13, (1924), albeit not in the substantive consolidation context, the Supreme Court explained that "equality is equity, and this is the spirit of the bankrupt law."[31]

49. Here, equality in the sense that each victim of Delgado's Ponzi scheme will look to the joint assets of both estates for recovery and will have a single claim against the consolidated estate, is meaningfully established by the substantive consolidation of the Debtors.

50. Moreover, with respect to the benefits provided and harm avoided, the Debtors submit that substantive consolidation will also simplify and streamline the claims review process, which should result in the reduction of professional fees and thus, all creditors entitled to a distribution should benefit from the accompanying efficiencies.

VI. Meet and confer

51. The Debtors have communicated with the Official Committee of Unsecured Creditors and the Office of the U.S. Trustee. Each had no position on the requested relief at the time of filing the Motion.

---

[31] *See also Sampsell v. Imperial Paper & Color Corp.*, 313 U.S. 215, 219 (1941) ("The theme of the Bankruptcy Act is equality of distribution.").

VII. Conclusion

52. Based on the above, the Debtors respectfully request that this Court substantively consolidate the two Debtors as of the Petition Date for all purposes.

Dated: July 24, 2026.

Respectfully Submitted,

/s/ Solomon B. Genet
Solomon B. Genet, Esquire
Florida Bar No. 617911
sgenet@melandbudwick.com
Alexander E. Brody, Esquire
Florida Bar No. 1025332
abrody@melandbudwick.com
MELAND BUDWICK, P.A.
200 South Biscayne Blvd., Ste 3200
Miami, Florida 33131
Telephone: (305) 358-6363
Telecopy: (305) 358-1221

Attorneys for the Debtors

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on July 24, 2026 via the Court's Notice of Electronic Filing upon the Registered Users listed on the attached Exhibit 2 and on the Consolidated Master Service List pursuant to the *Order Granting Motion to Confirm Application of Former Local Rule 2002-1(H)(2)* [Dkt. No. 164] attached as Exhibit 3.

DATED: July 24, 2026.

/s/ Solomon B. Genet
Solomon B. Genet, Esquire

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:	Chapter 11
GOLIATH VENTURES INC. (FL), GOLIATH VENTURES INC. (WY),	Case No. 26-13174-RAM Case No. 26-13176-RAM Jointly Administered
Debtors. _____/	

DECLARATION OF SOLOMON B. GENET IN SUPPORT OF DEBTORS' MOTION FOR SUBSTANTIVE CONSOLIDATION

Solomon B. Genet, under penalty of perjury of the laws of the United States, declares:

1. I am a resident of Florida and I have personal knowledge of the matters stated herein.

2. I am a shareholder at Meland Budwick, P.A. My firm has been retained as general counsel to the Debtors.

3. Attached as Exhibit A is a true and correct copy of Christopher Delgado's Plea Agreement in *U.S.A. v. Delgado*, Case No. 26-00158 (M.D. Fla) ("***Criminal Case***").

4. Attached as Exhibit B is a true and correct copy of the Affidavit in Support of Criminal Complaint filed by a Special Agent of the Internal Revenue Service filed in the Criminal Case.

5. Attached as Exhibit C is a true and correct copy of the Verified Complaint for Forfeiture in Rem, commencing *U.S.A. v. Assets Identified in Par. One of Verified Complaint*, Case No. 26-1134 (M.D. Fla.).

6. Attached as Composite Exhibit D are true and correct copies of certain Goliath Ventures, Inc. (Wyoming) records from the Wyoming Secretary of State, which I caused to be printed from the website.

7. Attached as Composite Exhibit E are true and correct copies of certain Goliath Ventures, Inc. (Florida) records from the Florida Secretary of State, which I caused to be printed from the website.

8. Attached as Exhibit F is a true and correct copy of the Emergency Verified Ex Parte Motion to Appoint Receiver in *Mehal Patel v. Goliath Ventures, Inc.*, Case No. 26-003310, 17th Judicial Circuit in and for Broward County, Florida ("***Receivership Action***").

9. Attached as Composite Exhibit G are true and correct copies of Orders dated March 3, 2026 and March 5, 2026 in the Receivership Action.

10. On March 3, 2026, the Receiver filed his Notice of Acceptance and Oath of Receiver in the Receivership Action

11. I declare under penalty of perjury that the foregoing is true and correct pursuant to 28 U.S.C. § 1746.

DATED: July 24, 2026.

/s/ Solomon B. Genet
Solomon B. Genet, Esq.

MELAND | BUDWICK
3200 SOUTHEAST FINANCIAL CENTER | 200 SOUTH BISCAYNE BOULEVARD | MIAMI, FL 33131 | T 305-358-6363

AF Approval *KL for AMC*

Chief Approval *MPF*

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v. CASE NO. 6:26-cr- 158 - GAP - NWH

CHRISTOPHER ALEXANDER DELGADO

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Gregory W. Kehoe, United States Attorney for the Middle District of Florida, and the defendant, Christopher Alexander Delgado, and the attorneys for the defendant, Sean P. Shecter, Esq. and Maurice Johnson, Esq., agree as follows:

A. Particularized Terms

1. Counts Pleading To

The defendant shall enter a plea of guilty to Counts One through Three of the Information. Count One charges the defendant with conspiracy to commit fraud, in violation of 18 U.S.C. § 1349, Count Two charges the defendant with wire fraud, in violation of 18 U.S.C. § 1343, and Count Three charges the defendant with money laundering, in violation of 18 U.S.C. § 1957.

2. Maximum Penalties

Count One carries a maximum sentence of 20 years' imprisonment; a term of supervised release of not more than 3 years; a fine of not more than $250,000 or twice the gross gain caused by the offense, or twice the gross loss caused by the offense, whichever is greater; and a special assessment of $100.

Defendant's Initials (λ)

EXHIBIT A

Count Two carries a maximum sentence of 20 years' imprisonment; a term of supervised release of not more than 3 years; a fine of not more than $250,000 or twice the gross gain caused by the offense, or twice the gross loss caused by the offense, whichever is greater; and a special assessment of $100.

Count Three carries a maximum sentence of 10 years' imprisonment; a term of supervised release of not more than 3 years; a fine of not more than $250,000 or twice the gross gain caused by the offense, or twice the gross loss caused by the offense, whichever is greater; and a special assessment of $100.

With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offenses, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offenses, or to the community, as set forth below.

3. Elements of the Offenses

The defendant acknowledges understanding the nature and elements of the offenses with which defendant has been charged and to which defendant is pleading guilty. The elements of Count One are:

First: Two or more persons, in some way or manner, agreed to try to accomplish a common and unlawful plan to commit wire fraud, as charged in the information; and

Second: the Defendant knew the unlawful purpose of the plan and willfully joined in it.

The elements of Count Two are:

First: The Defendant knowingly devised or participated in a scheme to defraud someone by using false or fraudulent pretenses, representations, or promises;

Second: the false pretenses, representations, or promises were about a material fact;

Third: the Defendant acted with the intent to defraud; and

Fourth: the Defendant transmitted or caused to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud.

The elements of Count Three are:

First: The Defendant knowingly engaged or attempted to engage in a monetary transaction;

Second: the Defendant knew the transaction involved property or funds that were the proceeds of some criminal activity;

Third: the property had a value of more than $10,000;

Fourth: the property was in fact proceeds of wire fraud; and

Fifth: the transaction took place in the United States.

4. Indictment Waiver

Defendant will waive the right to be charged by way of indictment before a federal grand jury.

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States

Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. § 3663A(a) and (b), defendant agrees to make full restitution to all victims of these offenses. The defendant agrees that the overall loss to the victims was at least $250 million.

7. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will not oppose the defendant's request to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG § 3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG § 3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.5., the United States agrees to file a motion pursuant to USSG § 3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely

with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

8. Cooperation - Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year

of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

9. Use of Information - Section 1B1.8

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

10. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this

agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant thereon in the event such charges have been dismissed pursuant to this agreement. With regard to such charges, if any, which have been dismissed, the defendant, being fully aware of the nature of all such charges now pending in the instant case, and being further aware of defendant's rights, as to all felony charges pending in such cases (those offenses punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to reinstatement of such charges by recission of any order dismissing them or, alternatively, does hereby waive, in open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony charges which may be dismissed in the instant case,

pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

(3) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

11. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. §§ 981(a)(1)(C), 982(a)(1), and 28 U.S.C. § 2461(c), whether in the possession or control of the United States, the defendant, or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, at

least $250 million in proceeds the defendant admits he obtained, as the result of the commission of the offenses to which the defendant is pleading guilty, as well as the following property, which were purchased or funded with proceeds of the wire fraud conspiracy and substantive wire fraud offense to which the defendant is pleading guilty:

I. Real Property

1. The real property located at 5271 Isleworth Country Club Drive, Windermere, Florida 34786;[1]

2. The real property located at 141 S. Phelps Avenue, Winter Park, Florida 32789;

3. The real property located at 17416 Bal Harbour Drive, Winter Garden, Florida 34787;

4. The real property located at 222 Pawnee Trail, Kissimmee, Florida 34747;

5. The real property located at 189 S. Orange Avenue, Units 1800S, 1810S, 1820S, and 1870S, Orlando, Florida 32801, and all associated parking spaces;

6. The real property located at 7333 Bella Foresta Place, Sanford, Florida 32771;

7. The real property located at 746 Cavan Drive, Apopka, Florida 32703 (approximately $77,800.00 in proceeds was used to pay the mortgage on this property); and

8. The real property located at 2142 Country Side Drive, Apopka, Florida 32712 (approximately $89,949.53 in proceeds was used to pay the mortgage on this property).

[1] This property is also subject to forfeiture as property involved in the illegal monetary transaction charged in Count Three.

II. Vehicles

1. 2025 Lamborghini Revuelto, VIN: ZHWUC1ZM9SLA02300;

2. 2024 Rolls Royce Ghost, VIN: SCATD6C02RU222648;

3. 2024 Bentley Bentayga, VIN: SJAHT2ZV0RC025272;

4. 2024 Lamborghini Huracán EVO Spyder, VIN: ZHWUT4ZFXRLA26330;

5. 2025 Cadillac Escalade V, VIN: 1GYS9HR95SR147650;

6. 2024 Lincoln Navigator L, VIN: 5LMJJ3TG2REL19131;

7. 1951 Mercury, VIN: 51DA24185M;

8. 2017 Mercedes Benz C300, VIN: 55SWF4JBXHU230429;

9. 2023 Rolls Royce Cullinan, VIN: SLATV4C02PU217321;

10. 2022 Mercedes Benz Sprinter, VIN: W1X8EC3Y6NT121984; and

11. 2022 GMC Sierra HD, VIN: 1GT49PEY2NF310721.

III. Wire Transfers

1. $166,861.35 from Goliath Ventures International Account 30000849574 wired to the Internal Revenue Service ("IRS") from Christopher Delgado on or about February 25, 2026;

2. $596,532.00 wired to the IRS from Christopher Delgado's Emirates NBD High Interest Yield Account 1015880399401 on or about February 27, 2026;

3. $585,099.00 from Emirates NBD High Interest Yield Account 1015880399401 deposited by Christopher Delgado into the Court Registry on or about June 2, 2026, plus any accrued interest;

4. Net proceeds from the sale of the 2023 Ferrari 296 GTS, Vehicle Identification Number, VIN: ZFF01SMB000291713; and

5. Net proceeds from the sale of the 2023 Cadillac Escalade, VIN: 1GYS47KLXPR263920.

IV. Cryptocurrency

1. 2.116437636 Ethereum (ETH) in MetaMask Wallet Address 0xDec...9CA7;

2. 77,123,760 Medieval Empires (MEE) tokens in MetaMask Wallet Address 0xDec...9CA7; and

3. 8,709.08 USD (USDC) in MetaMask Wallet Address 0xDec...9CA7nt.

V. Return of Charitable Donations

1. $255,000.00 Cashier's Check from Alliance Bank of Arizona, which represents a donation returned from Victoria's Voice Foundation;

2. $10,000.00 Cashier's Check from PNC Bank, which represents a donation returned from Life and Liberty; and

3. $25,000.00 Cashier's Check from PNC Bank, which represents donation returned from Conservative Solutions for Florida.

VI. Personal Property

All personal property purchased with fraud proceeds, including clothing, shoes, handbags, luggage, home furnishings and decor, jewelry, wine, spirits, and other luxury goods, including but not limited to:

A. Domestic Personal Property

Watches

1. Rolex Oyster Perpetual Datejust, two-tone bracelet, silver dial;

2. Rolex Oyster Perpetual Datejust, two-tone bracelet, white dial;

3. Rolex Sky-Dweller Oyster Perpetual, rubber bracelet, gold casing and bezel, black dial;

4. Rolex Oyster Perpetual Superlative Chronometer Cosmograph Daytona, seafoam green dial;

5. Rolex Oyster Perpetual Day-Date, gold, dark green dial;

6. Rolex Oyster Perpetual Day-Date, gold and diamond bracelet, gold bezel, turquoise dial;

7. Rolex Oyster Perpetual Day-Date, gold bracelet, diamond bezel, caramel dial;

8. Rolex Oyster Perpetual Day-Date, gold, dark brown dial;

9. Audemats Piguet watch, black leather strap, black dial with exposed gears;

10. Louis Vuitton watch case containing a Louis Vuitton watch, black leather strap, gold case, pewter dial, numbered 1 of 100;

11. Louis Vuitton watch case containing a Louis Vuitton watch, brown leather strap, clear dial with brown glitter, Louis Vuitton spin time anniversary edition 1of 50; and

12. Louis Vuitton watch case containing a Louis Vuitton desk clock/watch.

Necklace and Bracelets

1. Tiffany & Co. turquoise Pokémon box containing a silver Pikachu necklace;

2. Tiffany & Co. turquoise box containing gold bracelet with diamonds, inscribed: Au750Italyd 4.37ct; and

3. Audemars Piguet green box containing a gold and diamond bracelet.

Luggage, Purses, Cases, and Wallets

1. Louis Vuitton watch briefcase;

2. Hermes Birkin B25 Rose Sakura with palladium hardware;

3. Hermes Mini Kelly Black Epsom with gold hardware;

4. Hermes Mini Kelly Rose Poupre Ostrich with palladium hardware;

5. Hermes B20 Mini Birkin Vert D'eau Matte Alligator with gold hardware;

6. Hermes Birkin B25 Black Matte Noir Alligator with gold hardware;

7. Hermes Black Kelly 25 Depeches Pouch Men's;

8. Hermes Birkin B25 Green Emerald Shiny Crocodile with gold hardware;

9. Hermes Birkin B30 Himalaya Crocodile;

10. Hermes B20 Mini Birkin Farbourg Bag Crocodile; and

11. Louis Vuitton white crocodile leather wallet with tag (Certificate No. FR2509502432-R, Model: N98109);

12. Louis Vuitton black leather wallet and tag (Model: N94450);

13. Louis Vuitton white python skin wallet (Certificate No. FR2509508386-R. Model: N89148);

14. Louis Vuitton orange alligator wallet (Certificate No. FR2209513716-R, Model: N81511);

15. Louis Vuitton gray bi-fold wallet;

16. Louis Vuitton dark green bi-fold wallet;

17. Louis Vuitton light gray bi-fold wallet;

18. Louis Vuitton white large wallet (Certificate No. PF.BRAZZA NM EX.PY.MNG.W, Model: N89150);

19. Louis Vuitton black wallet;

20. Louis Vuitton large white wallet with lock;

21. Louis Vuitton small brown round purse or watch case with belt;

22. Louis Vuitton black and white roller luggage suitcase (broken zipper);

23. Louis Vuitton teal and gray roller luggage suitcase;

24. Louis Vuitton checkered roller luggage suitcase;

25. Louis Vuitton teal leather tote bag containing wallet;

26. Louis Vuitton black and white bag (Speedy 40) with attached wallet;

27. Louis Vuitton black leather tote bag (Certificate No. FR2509507111, Model: N87491);

28. Louis Vuitton black leather tote bag (Certificate No. FR2509504169, Model: N87491;

29. Louis Vuitton black small purse;

30. Louis Vuitton white crocodile handbag (Certificate No. FR2407503111, KEEP.25BA.EX.NI.M.SN, Model: N82083);

31. Louis Vuitton teal (Speedy 50) handbag (Model: M11565);

32. Louis Vuitton dark teal alligator handbag (Certificate FR2409516270, Model: N87350);

33. Christian Louboutin white handbag with red interior;

34. Louis Vuitton pink (Speedy 40) handbag containing matching wallet (Model: M11563);

35. Christian Louboutin black handbag with red interior (Sneakender 1235134 B674 W53);

36. Louis Vuitton brown glitter handbag;

37. Louis Vuitton blue jean handbag;

38. Louis Vuitton checkered handbag containing matching toiletry bag;

39. Louis Vuitton gray and teal containing matching toiletry bag (interior stains);

40. Christian Louboutin black backpack with gold spikes;

41. Louis Vuitton brown leather handbag containing matching wallet;

42. Louis Vuitton black with jewels (Speedy 30) handbag containing matching wallet;

43. Louis Vuitton white alligator skin leather handbag;

44. Louis Vuitton dark teal alligator handbag (Certificate No. FR2409516990, Model: N87365);

45. Louis Vuitton dark blue python skin handbag (CAPUCI.MINI.EX.PY.SAPH, Certificate No. FR2509500596, Model: N87388);

46. Louis Vuitton forest green alligator leather handbag (Certificate No. FR2509503827, Model: N92891);

47. Louis Vuitton true blue alligator leather handbag;

48. Louis Vuitton black (Speedy 30) handbag "Shibuya Paris" containing matching wallet;

49. Louis Vuitton white and black duffle bag;

50. Louis Vuitton black crocodile handbag (CAPUCI.MINI EX.NI.B.SRB, Certificate No. FR2307512035, Model: N86112);

51. Louis Vuitton white crocodile leather handbag (Certificate No. FR2509503243);

52. Louis Vuitton pale blue alligator leather handbag (Certificate No. FR2509515284, Model: N89133);

53. Louis Vuitton Mykonos brown PVC bag containing matching PVC wallet;

54. Christian Louboutin black single strap backpack;

55. Christian Louboutin black single strap backpack containing black pouch;

56. Louis Vuitton orange box containing a pink alligator skin bag (Speedy 30), strap, and matching wallet (Certificate No. FR2509512202-R); and

57. Assorted Louis Vuitton and other luxury luggage and purses in the possession of Christopher Delgado or purchased by him for others.

Other Property

1. Louis Vuitton Billiard Monogram GM pool table;

2. Jewelry safe with watch winders;

3. Tiffany Taxi Clock;

4. Tiffany silverware;

5. Tiffany china;

6. Crystal and glassware;

7. Louis Vuitton Coffee Trunk in Pharrell Williams' Monogram Heritage canvas with gold-colored Alessi coffeemaker, eight Splendor cups and saucers, and eight Rivet spoons;

8. Louis Vuitton Montgolfière Aéro clock;

9. 2024 Epic E60L Golf Cart, Serial No. 7R4CL4BA3RC700493;

10. Wine and spirit collection; and

11. Sports and Celebrity Memorabilia.

B. Foreign Personal Property

Watches

1. Audemars Piguet Royal Oak Selfwinding Chronograph watch with smoked blue "Grande Tapisserie" dial and diamond bezel;

2. Audemars Piguet Royal Oak Frosted Gold Double Balance Wheel Openworked watch;

3. Audemars Piguet Royal Oak Selfwinding Chronograph pink gold watch fully set with brilliant-cut diamonds;

4. Audemars Piguet Royal Oak Concept Split-Seconds Chronograph GMT Large Date carbon and gold watch;

5. Audemars Piguet Royal Oak "Jumbo" Extra-Thin gold watch with a smoked yellow-gold-toned "Petite Tapisserie" dial;

6. Rolex Daytona watch with rainbow bezel;

7. Rolex Yacht-Master Oysterflex "Cotton Candy" Baguette Diamond white gold watch;

8. Rolex Oyster Perpetual Day-Date watch in gold with a chocolate, diamond-set dial, diamond-set bezel, and diamond-set President bracelet;

9. Rolex Oyster Perpetual Day-Date platinum watch with Arabic dial, trapeze diamond-set bezel, and a President bracelet;

10. Rolex Oyster Perpetual Day-Date 40mm white gold watch with Mother of Pearl dial, diamond-set bezel, and a President bracelet;

11. Rolex Yacht-Master 40 mm Everose gold watch with diamond-paved dial and Oysterflex bracelet;

12. Rolex Oyster Perpetual Day-Date 40 mm watch in 18kt yellow gold, with a diamond-paved dial, diamond-set bezel, and a President bracelet;

13. Rolex Oyster Perpetual Day-Date 36 mm watch in platinum, with an ice-blue, diamond-set dial, diamond-set bezel, and a President bracelet;

14. Rolex Oyster Perpetual Day-Date 36 mm platinum watch with silver dial, trapeze diamond-set bezel, and a President bracelet;

15. Rolex Oyster Perpetual Day-Date 40 mm watch in 18 kt yellow gold, fluted bezel, with champagne-color dial, fluted bezel, and a President bracelet;

16. Jacob & Co. Astronomia Solar Bitcoin 44 mm Watch in titanium blacked out with DLC, black alligator leather band;

17. Jacob & Co. Casino Roulette Tourbillon Watch with black alligator leather band;

18. Jean Schlumberger by Tiffany & Co. Bird on a Rock Diamond watch with black leather band;

Necklaces

1. Tiffany & Co. Titan by Pharrell Williams Necklace in Titanium, Gold, and Diamonds;

2. Tiffany & Co. HardWear Graduated Link Necklace in White Gold with Pavé Diamonds;

3. Tiffany & Co. Jean Schlumberger Gold and Diamond Necklace;

4. Tiffany & Co. Titan by Pharrell Williams Necklace in 18k Yellow Gold with Diamonds; and

5. Tiffany & Co. Tiffany 1837 Makers I.D. Tag Pendant in yellow gold with Goliath logo on a yellow gold beaded chain.

Cufflinks

1. Three pairs of Goliath Logo Cufflinks;
2. One pair of Rolls Royce Cufflinks;
3. One pair of Christian Dior Logo Cufflinks;
4. One pair of Louis Vuitton Cufflinks; and
5. One pair of round Cartier Santos-style Cufflinks.

Bracelets

1. Tiffany & Co. Titan by Pharrell Williams Bracelet in Titanium, Gold, and Diamonds;
2. Tiffany & Co. Titan by Pharrell Williams Bracelet in 18k Yellow Gold with Diamonds;
3. Tiffany & Co. Jean Schlumberger Gold and Diamond Bracelet;
4. Tiffany & Co. Tiffany T1 bangle in white gold with baguette and pavé diamonds;
5. Tiffany & Co. Tiffany T1 wide diamond hinged bangle in white gold with emeralds;
6. Tiffany & Co. Tiffany T1 wide diamond hinged bangle in white gold;
7. Tiffany & Co. Tiffany Lock bangle in white gold with full pavé diamonds;
8. Tiffany & Co. Tiffany T pavé diamond square bracelet in yellow gold;
9. Bvlgari Serpenti Viper Bracelet in 18k white gold set with full pavé diamonds;
10. Bvlgari Serpenti Viper Bracelet in 18k rose gold set with full pavé diamonds;

11. Van Cleef & Arpels Vintage Alhambra Bracelet, 5 Motifs in 18K yellow gold, diamond, and malachite; and

12. Van Cleef & Arpels Vintage Alhambra Bracelet, 5 Motifs in 18K gold, diamond, mother-of-pearl (dark).

Earrings

1. One pair of Louis Vuitton Princess Cut Diamond Stud Star cut Earrings; and

2. One pair of Louis Vuitton Volt One Stud White Gold and Diamond Earrings.

Other Jewelry

1. Tiffany & Co. Jean Schlumberger Gold and Gem Set Fish Brooch; and

2. Men's Diamond Encrusted Goliath Logo Ring.

The net proceeds from the forfeiture and sale of any specific assets will be credited to and reduce the amount the United States shall be entitled to forfeit as substitute assets pursuant to 21 U.S.C. § 853(p).

The defendant acknowledges and agrees that (1) the defendant obtained at least $250 million as a result of the commission of the offenses and (2) as a result of the acts and omissions of the defendant, the proceeds not recovered by the United States through the forfeiture of the directly traceable assets listed herein have been transferred to third parties and cannot be located by the United States upon the exercise of due diligence. Therefore, the defendant agrees that, pursuant to 21 U.S.C. § 853(p), the United States is entitled to forfeit any other property of the defendant (substitute assets), up to the amount of proceeds the defendant obtained, as the result

of the offenses of conviction and, further, the defendant consents to, and agrees not to oppose, any motion for substitute assets filed by the United States up to the amount of proceeds obtained from commission of the offenses and consents to the entry of the forfeiture order into the Treasury Offset Program. The substitute assets to be forfeited in satisfaction of the order of forfeiture include, but are not limited to, any equity in the following real properties not traceable to proceeds:

1. The real property located at 746 Cavan Drive, Apopka, Florida 32703; and

2. The real property located at 2142 Country Side Drive, Apopka, Florida 32712.

The defendant additionally agrees that since the criminal proceeds have been transferred to third parties and cannot be located by the United States upon the exercise of due diligence, the preliminary and final orders of forfeiture should authorize the United States Attorney's Office to conduct discovery (including depositions, interrogatories, requests for production of documents, and the issuance of subpoenas), pursuant to Rule 32.2(b)(3) of the Federal Rules of Criminal Procedure, to help identify, locate, and forfeit substitute assets.

The defendant expressly consents to the forfeiture the above-mentioned substitute assets. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence and the United States shall not be limited to the forfeiture of the substitute assets, if any, specifically listed in this plea agreement.

The defendant agrees and consents to the forfeiture of these assets

pursuant to any federal criminal, civil, judicial or administrative forfeiture action. The defendant also agrees to waive all constitutional, statutory and procedural challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees to take all steps necessary to identify and locate all property subject to forfeiture (including substitute assets) and to transfer custody of such property to the United States before the defendant's sentencing. To that end, the defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for the previous five years. The defendant agrees to be

interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of the defendant's cooperation.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to the forfeitable assets before the defendant's sentencing. In addition to providing full and complete information about forfeitable assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found ineligible for a reduction in the Guidelines calculation for acceptance of responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

Additionally, prior to the Indictment, the United States filed a related civil forfeiture case, *United States v. Assets Identified in Paragraph One of Verified*

Complaint, Case Number: 6:26-cv-1134-CEM-LHP (M.D. Fla.), (the Civil Forfeiture Action), which remains pending. In order to resolve the pending criminal and civil forfeitures, the defendant agrees that by signing this plea agreement, he is consenting to the civil forfeiture and agrees to file a consent to forfeiture in the Civil Forfeiture Action on his behalf and on behalf of Habibi Holdings LLC and Habibi HQ LLC, which are entities that he created and controls.

The defendant, in agreeing to forfeit these assets, consents to the United States filing unopposed motions for judgments of forfeiture for these assets in the Civil Forfeiture Action at any time after this plea agreement is filed with the Court.

The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon defendant's heirs, successors and assigns until the agreed forfeiture, including the forfeiture of any substitute assets, is final.

B. Standard Terms and Conditions

1. Criminal Monetary Penalties

a. Special Assessment

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. To ensure that this obligation is satisfied, the Defendant agrees to deliver a cashier's check, certified check, or money

order to the Clerk of the Court in the amount of $300, payable to "Clerk, U.S. District Court" within ten days of the change of plea hearing.

b. Restitution

Restitution is addressed in paragraph 6.

c. Fines

The defendant understands that this agreement imposes no limitation as to fines.

d. Financial Disclosures

The defendant agrees to complete and submit to the United States within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant guarantees that his financial statement and disclosures will be complete, accurate, and truthful, and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee, or other third party. The defendant agrees to provide any supporting documents requested by the United States. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other

financial information concerning the defendant, to make recommendations to the Court and for collecting any criminal monetary penalties or forfeiture ordered by the Court. The defendant expressly authorizes the United States to obtain current credit reports to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

e. Preservation of Assets

Upon execution of the Plea Agreement, the defendant agrees not to transfer, sell, or dispose of any of defendant's property valued at $5,000 or more, held jointly, individually, or by nominee/third party. If the defendant determines that such transfer, sale, or disposal is appropriate, defense counsel will advise United States not less than 10 days before the proposed sale or transfer. If the defendant does not comply with this agreement, the defendant recognizes that the United States may not move to reduce the offense level by one additional level pursuant to USSG § 3E1.1(b), and may in its discretion argue to the Court that the Defendant should not receive a two-level reduction for acceptance of responsibility pursuant to USSG § 3E1.1(a). However, the defendant may not withdraw his guilty plea because of his failure to comply with this provision.

f. Payment

The defendant agrees that any criminal monetary penalty imposed by the Court will be due immediately upon entry of the judgment and subject to immediate enforcement, in full, by the United States, including as authorized by 18 U.S.C. § 3613. In addition, the defendant agrees that the United States may submit the

criminal monetary penalties imposed by the Court to the Treasury Offset Program for collection.

The defendant agrees to pay restitution to the fullest extent possible before sentencing. Any payments made before sentencing should be made only after consulting with the United States. After such consultation, any restitution payment shall be made by cashier's check or money order payable to Clerk of Court, United States District Court for the Middle District of Florida and mailed to Clerk of Court, United States District Court for the Middle District of Florida, Debt Collection Unit, 401 West Central Boulevard, Suite 1200, Orlando, Florida 32801.

If the defendant is financially able to pay restitution, partially or in full, before sentencing and fails to do so, then the United States may withdraw any sentencing recommendations otherwise provided for in this Agreement, may oppose the defendant's receipt of acceptance of responsibility, and may request an enhancement for obstruction of justice.

If the Court imposes a payment schedule for criminal monetary penalties, the defendant agrees that the schedule of payments is a schedule of the minimum payment due, and that the payment schedule does not prohibit or limit the methods by which the United States may immediately enforce the judgment in full. Similarly, if the defendant elects to participate in the Bureau of Prisons' Inmate Financial Responsibility Program (IFRP), compliance with an IFRP payment plan does not preclude the United States from pursuing any other means of collection, including offsetting the defendant's inmate trust account.

2. Supervised Release

The defendant understands that the offenses to which the defendant is pleading provide for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office

within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared

by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises

its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete

satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

11. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth in the attached "Factual Basis," which is incorporated herein by reference, are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt. Defendant agrees he purchased the

property identified in the Forfeiture section with fraud proceeds (or in a few instances received the property as a gift because of his role in the Goliath fraud).

12. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

13. Certification

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 22 day of June 2026.

GREGORY W. KEHOE
United States Attorney

Christopher Alexander Delgado
Defendant

Hannah Watson
Assistant United States Attorney

Sean P. Shecter, Esq.
Attorney for Defendant

Richard Varadan
Assistant United States Attorney

Maurice Johnson, Esq.
Attorney for Defendant

Michael P. Felicetta
Assistant United States Attorney
Chief, Orlando Division

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v. CASE NO. 6:26-cr-

CHRISTOPHER ALEXANDER DELGADO

PERSONALIZATION OF ELEMENTS

Count One:

As to Count One, in the Middle District of Florida and elsewhere,

First: Did two or more persons, in some way or manner, agree to try to accomplish a common and unlawful plan to commit wire fraud, as charged in the information?

Second: Did you know the unlawful purpose of the plan and willfully join in it?

As to Count Two, in the Middle District of Florida and elsewhere,

First: Did you knowingly devised or participate in a scheme to defraud someone by using false or fraudulent pretenses, representations, or promises?

Second: Were the false pretenses, representations, or promises about a material fact?

Third: Did you act with the intent to defraud?

Fourth: Did you transmit or caused to be transmitted by wire some communication in interstate commerce to help carry out the scheme to defraud?

As to Count Three, in the Middle District of Florida,

First: Did you knowingly engage or attempt to engage in a monetary transaction?

Second: Did you know that the transaction involved property or funds that were the proceeds of some criminal activity?

Third: Did the property have a value of more than $10,000?

Fourth: Was the property in fact proceeds of wire fraud?

Fifth: Did the transaction take place in the United States?

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v. CASE NO. 6:26-cr-

CHRISTOPHER ALEXANDER DELGADO

FACTUAL BASIS

Overview

Christopher Alexander Delgado was a resident of Orange County, in the Middle District of Florida. From at least January 2023 through January 2026, Delgado was the founder, president, and chief executive officer of Goliath Ventures, Inc., formerly known as Gen-Z Venture Firm, which was a Florida corporation and later reincorporated in Wyoming. Delgado held ultimate control over Goliath's finances and business decisions. During this time, Delgado entered into an agreement with others known and unknown to the United States to use Goliath as a Ponzi scheme.[2] Delgado was the organizer and leader of this extensive Ponzi scheme that involved five or more participants.

[2] A "Ponzi scheme" is a form of investment fraud that involves the payment of purported returns to existing investors from funds contributed by new investors. Ponzi scheme organizers often solicit new investors by promising to invest funds in opportunities claimed to generate high returns with little or no risk. Rather than engaging in any legitimate investment activity, the fraudulent actors focus on attracting new money to make promised payments to earlier investors as well as to divert "invested" funds for personal use.

Delgado and his co-conspirators represented to the public that Goliath was a joint-venture cryptocurrency investment enterprise that invested in blockchain[3] and cryptocurrency projects and that operated decentralized finance liquidity pools[4]. In truth, Goliath was a large-scale fraud scheme through which Delgado and others known and unknown to the United States solicited at least 1,000 victim investors, resulting in an actual loss of at least $250 million.

Delgado and his co-conspirators solicited prospective investors in person and over the internet. Investors were induced to give money to Goliath through personal

---

[3] A "blockchain" is a distributed database maintained across a network of computers. Each transaction is grouped into a "block," which is then cryptographically linked to the previous block, forming a chronological and tamper-resistant chain. Once a transaction is recorded on the blockchain, it cannot be altered or deleted without detection.

[4] A "liquidity pool" is a crowdsourced pool of coins or tokens that are locked in a smart contract and used to facilitate trades between those assets on a decentralized exchange. Liquidity pools enable users to buy and sell cryptocurrency on decentralized exchanges or "DeFi" platforms without the need for centralized exchange. Liquidity pools are typically funded by individuals who deposit pairs of cryptocurrency tokens into the pool. Depositors typically receive a portion of transaction fees or other incentives generated by trading activity within the pool. Trades conducted through liquidity pools are executed automatically by smart contracts. These formulas adjust the price of assets in the pool based on supply and demand. As trade occurs, the balances of the pooled assets change, and the value of a depositor's share of the pool may increase or decrease accordingly. A decentralized exchange is a peer-to-peer marketplace that connects cryptocurrency buyers and sellers. In contrast to centralized exchanges, such as Coinbase, decentralized platforms are non-custodial, meaning a user remains in control of their private keys when transacting on a decentralized exchange. In the absence of a central authority, decentralized exchanges employ smart contracts that self-execute under set conditions and record each transaction to the blockchain. A smart contract is a digital agreement stored and executed on a blockchain network. Smart contracts are programmed to perform specific actions once predefined conditions trigger them.

referrals, professional marketing materials, luxury events, charitable sponsorships, and some monthly payments of purported returns, all of which were designed to establish Goliath's bona fides with investors.

Delgado and his co-conspirators required investors to sign "Joint Venture Agreements" with Goliath, become "partners," and invest their money. There was typically a minimum investment of $100,000 to gain access to these purported opportunities. The investors were led to believe that after transferring their money into Goliath's bank accounts, their money would be converted into cryptocurrency, transferred to an "encrypted ledger," and placed into cryptocurrency liquidity pools. Delgado and his co-conspirators represented that the liquidity pools would generate guaranteed monthly returns, which investors could either withdraw or leave in the liquidity pools to generate even greater returns.

Many of the investors understood the money they sent to Goliath to be for investment purposes based on Goliath's marketing materials and contracts. Goliath's marketing materials and website advertised Goliath as "a joint venture private fund that invested in blockchain and cryptocurrency projects." Goliath further characterized itself as "a pioneering firm specializing in blockchain development and decentralized finance strategies." It purported to leverage "liquidity pools to facilitate passive income generation, enhance market efficiency, and provide qualified investors with access to innovative financial opportunities."

The representations made by Delgado and his co-conspirators induced the investors to give their money to Goliath. However, unknown to the investors,

Delgado and his co-conspirators did not invest the funds in cryptocurrency liquidity pools as promised. The majority of the investors' funds sat as cash in Goliath's bank accounts and cryptocurrency wallets. They used the money to pay for luxury travel, events, vehicles, and other goods for their personal enrichment and to lure in additional investors through a projected image of success. They also used the funds to pay distributions to investors that Delgado and his co-conspirators falsely represented had been generated through cryptocurrency liquidity pools. Delgado spent investors' funds on four residential properties that were each worth over $1 million, multiple luxury vehicles, and jewelry. One of the properties Delgado purchased with investors' funds was a home in Windermere, Florida. Delgado bought the home for approximately $8.5 million of investors' funds.

Delgado and his co-conspirators took various steps to hide their fraudulent scheme from the investors and to maintain their trust, including: (1) providing investors with fabricated statements related to their investment that purported to show returns when there were none, (2) providing investors with false explanations for delayed payments and redemptions, and (3) allowing some investors to collect more money from Goliath than they initially invested. These actions afforded Goliath the opportunity to hide their fraudulent scheme from their investors and continue operating the Ponzi scheme.

Beginning in late 2025, investors attempted to withdraw their principal or purported returns. Goliath delayed payments, provided shifting explanations, and

ultimately restricted or terminated the investor's access to purported information about their investments.

Background on cryptocurrency

Cryptocurrency ownership is controlled by cryptographic keys. A public address functions similarly to a bank account number and is used to receive cryptocurrency. A corresponding private key is required to authorize transactions and transfer cryptocurrency from one address to another. Possession of the private key allows the holder to control and move the cryptocurrency. Private keys may be stored in various forms, including software applications, hardware devices, written records, or cloud-based storage. Cryptocurrency may be stored in digital wallets, which can exist as applications on computers or mobile devices, online accounts hosted by cryptocurrency exchanges, or specialized physical devices known as hard wallets.

A cryptocurrency exchange, such as Coinbase, is a type of digital currency exchange where cryptocurrency can be bought, sold, and traded for fiat currency or other digital assets. Fiat currency is any type of government-issued currency, such as the United States dollar, that is used as legal tender by a specific nation, government, or region's citizens. Fiat currency is not backed by a physical commodity, but instead by the government that issued it.

Coinbase is a United States-based cryptocurrency exchange and financial technology company that operates an online platform through which individuals and entities can buy, sell, transfer, store, and manage digital assets, including

cryptocurrencies such as Bitcoin and USDC. Coinbase provides hosted digital wallets, brokerage services, and trading functionality that allow users to convert fiat currency into cryptocurrency and vice versa. Coinbase accounts are typically associated with verified user identities and may be linked to bank accounts, debit cards, or other payment methods to facilitate deposits and withdrawals. The platform maintains records of account activity, including transactions, transfers, and balances.

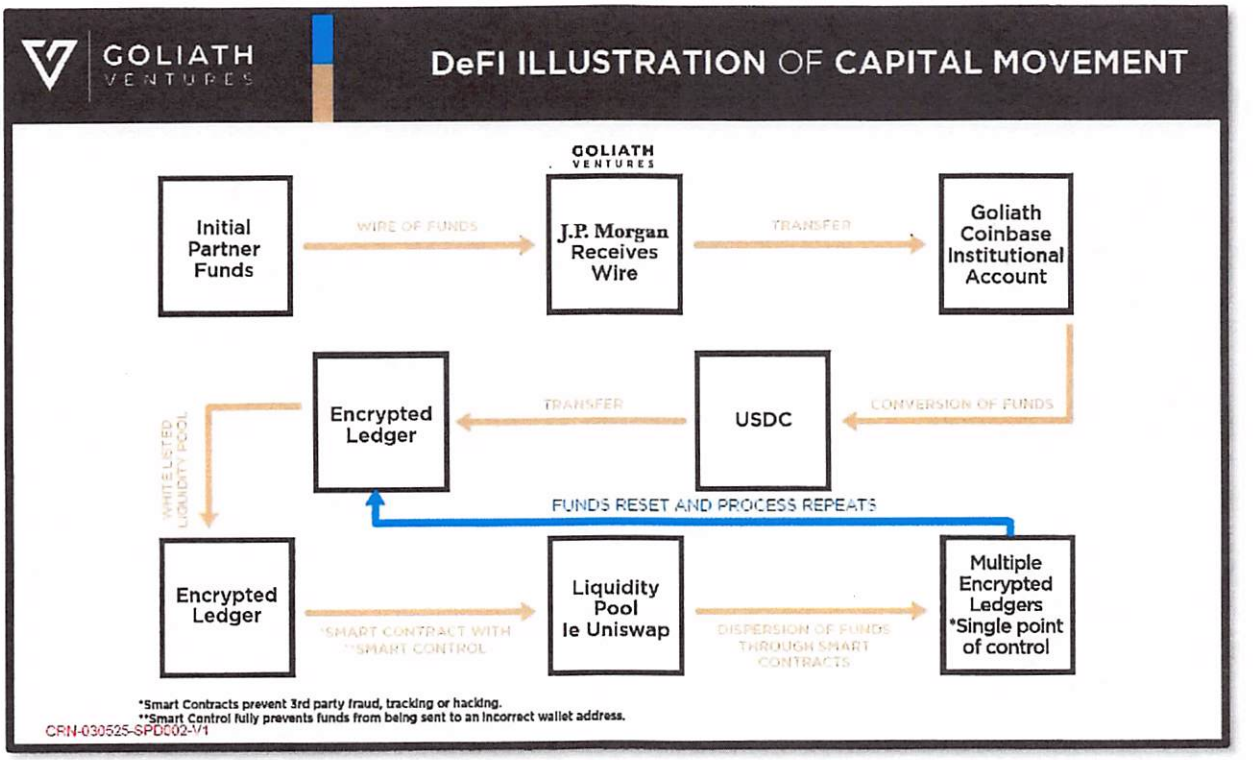
Cryptocurrencies, such as Bitcoin and USD Coin ("USDC"), are electronically sourced units of value that exist on the internet. USDC is a United States dollar-pegged cryptocurrency designed to maintain a value of one United States dollar per token. Cryptocurrencies are generated and tracked through computer software in a peer-to-peer network, rather than issued from a government or other entity. Users of cryptocurrencies send units of value to and from "addresses," which are unique strings of numbers and letters that function like a public account number. Cryptocurrency transactions are recorded on a publicly available, distributed ledger, often referred to as a "blockchain."

Delgado and his co-conspirators' false representations

From at least January 2023 through at least January 2026, Delgado and his co-conspirators orchestrated a Ponzi scheme by giving fraudulent information to potential investors to solicit their funds, by providing false promises to investors in contracts regarding how the funds would be invested, and by moving the investors' funds through Goliath's bank accounts and cryptocurrency wallets to pay some

investors purported investment earnings and to pay Delgado's lavish personal expenses.

Delgado and his co-conspirators told investors through presentations and marketing materials that their funds would move from a traditional bank account in Goliath's name to Coinbase, it would then move to an "encrypted ledger," and it would ultimately move into liquidity pools where returns would be generated. The Goliath marketing materials represented to investors that their funds would be deployed into a structured and actively managed DeFi liquidity pool strategy. The materials described sophisticated risk management tools-including stop-loss mechanisms, slippage monitoring, and centralized exchange hedging-and portrayed the strategy as a disciplined, yield-generating liquidity pool program designed to benefit accredited investors. These representations were materially false and misleading because, despite raising hundreds of millions of dollars from investors, the government's evidence shows that Goliath did not invest any of the investors' funds in Uniswap liquidity pools or any of the liquidity pool strategies described in marketing materials. These actions directly contradicted the core representations that investor capital would be allocated to and managed within such DeFi liquidity pools. The following is a representation of Goliath's purported investment cycle as presented to investors through marketing materials:



Delgado and his co-conspirators entered "Joint Venture Agreements" with Goliath investors. Delgado often signed these agreements on behalf of Goliath. In the agreements, Delgado and his co-conspirators represented that they were partnering with the investor and entering a joint venture that would utilize the investors' funds to make deposits into liquidity pools. The agreements outlined terms and conditions of the investments, including details about how Goliath would invest in liquidity pools and the distribution of the return on the investors' investment. The agreement assured the investors that the liquidity pools would run on one or more exchanges. The agreements sometimes guaranteed monthly returns ranging from three to eight percent, or they guaranteed the return of an investor's principal. Investors were offered the option to withdraw their monthly return or to roll over

monthly returns and their profits would be reinvested to increase their account balances. The agreement told investors that they could remove their money at any time. Delgado and his co-conspirators represented to investors that Goliath would generate its revenue by charging fees to investors.

Delgado and his co-conspirators provided investors with access to an online account portal with a mobile application that purported to display real-time account activity, including invested principal and returns earned. While the amounts of principal invested were accurately reflected, the reported returns were materially false and misleading. In reality, little to no investor funds were deployed into the investment strategy described, and the "returns" displayed in the portal were not generated from actual trading or liquidity pool activity. Instead, the returns were artificially calculated and manipulated to match the rate of return offered to each investor, creating the false appearance of legitimate investment performance.

The information provided in Delgado and his co-conspirators' investment materials, contracts, and online portal was false and fraudulent. The investors' funds were not used for the promised investment activity. The investors' funds were primarily maintained as cash in Goliath's bank accounts and cryptocurrency wallets.

Goliath's financial review

Delgado directed investor funds into numerous bank accounts under Goliath's name and held across different financial institutions. Delgado opened at least 30 bank accounts, often with co-signers, in the names of corporations that Delgado created for the purpose of receiving and moving Goliath investors' funds. Investors'

funds deposited into one account were often transferred to other accounts controlled by Delgado.

The financial activity of the accounts revealed a network of bank accounts that either received funds directly from investors or obtained funds through transfers originating from initial investor-funded accounts.

One of Goliath's business bank accounts was a Financial Institution #1 account ending in 1353. Delgado is one of two signers on the bank account. He is listed as the owner. Millions of dollars in investors' funds were moved through this account. Delgado used investors' funds in this account to fund personal expenses, including the purchase of real property in Windermere, Florida on September 5, 2025. The Windermere, Florida property is titled in his name.

Goliath had a business bank account at Financial Institution #3. The Goliath bank account at Financial Institution #3 ended in 9136. Delgado was a co-signer on this account. Delgado used investors' funds from this account for personal expenditures, including a wire transfer of $500,000 on July 30, 2025, towards the Windermere, Florida property that is titled in his name.

Goliath had a business bank account at Financial Institution #4. The Goliath bank account at Financial Institution #4 ended in 0305. Delgado was the sole signatory on this account. Delgado used investors' funds from this account for personal expenditures, including a wire transfer of $358,890.46 on August 5, 2024, towards the purchase of real property in Sanford, Florida. The Sanford, Florida property is titled in Delgado's name.

Goliath had Coinbase wallets, as well. Delgado was the sole signatory on Goliath's Coinbase wallets.

After investors would deposit funds into Goliath accounts, the money was moved between accounts. The following examples show how money was moved:

1. Investors primarily deposited funds into the Goliath bank account at Financial Institution #3 ending in 9136, the Goliath bank account at Financial Institution #4 ending in 0305, or a Goliath Coinbase wallet. For example, from January 2023 through June 2025, approximately $253 million was deposited into the Financial Institution #4 account ending in 0305. From May 2025 through September 2025, approximately $75 million was deposited into the Financial Institution #3 account ending in 9136. From January 2023 through January 2026, approximately $62 million was received by Goliath's Coinbase wallets.
2. From January 2023 to September 2025, approximately $165 million was sent to Goliath's Coinbase wallets from the Goliath bank accounts at Financial Institution #4 ending in 0305 and at Financial Institution #3 ending in 9136. From January 2023 through June 2025, approximately $123 million from the Goliath Financial Institution #4 account ending in 0305 to Goliath's Coinbase. From May 2025 through September 2025, approximately $42 million from the Goliath Financial Institution #3 account ending in 9136 to Goliath's Coinbase wallets.

Goliath invested little, if any, of the investors' funds in cryptocurrency

investments. Only a nominal amount of investor funds were transferred to liquidity pools. Investor funds were either held in traditional bank accounts or, if they converted to cryptocurrency, were held as USDC, a cryptocurrency "stablecoin" which is pegged to the United States dollar. Investor funds were moved between traditional accounts or converted to USDC, but they were not deposited into liquidity pools as promised.

The funds from Goliath's cryptocurrency wallets were transferred to wallets held by Delgado and his co-conspirators and to wallets held by investors. Delgado and his co-conspirators falsely represented to investors that Goliath was giving them investment returns when, in reality, Delgado and his co-conspirators were giving investors other investors' funds. The following examples show how money was moved:

1. From January 2023 through June 2025, approximately $50 million from the Goliath Financial Institution #4 account ending in 0305 was sent to investors purportedly as returns on investments. Although Goliath falsely represented that these payments were returns on investments, they primarily were funded with other investors' funds from the Goliath Financial Institution #4 account ending in 0305. The money was not from returns on any investment activity.
2. From May 2025 through September 2025, approximately $11 million from the Goliath Financial Institution #3 account ending in 9136 was sent to investors purportedly as returns on investments. These funds primarily

originated from investors' funds held in the Goliath Financial Institution #3 ending in 9136. The money was not from returns on any investment activity.

Funds from investors were also used to pay for Goliath's corporate spending, including payments for corporate credit cards, extravagant business gatherings, Christmas parties, and luxury travel accommodations. Investors' balances and returns reflected in the Goliath accounts, as provided to investors through Goliath's online portal, were fictitious and not tied to actual investment of their money in a liquidity pool. Instead, balances were artificially manipulated to reflect promised returns, creating a false appearance of consistent profitability. For example, account overviews for Goliath investors reflected "Monthly Distribution Rates" and "Monthly Distribution Balances" that purported to reflect returns on investment. In reality, there were no such returns.

Victim Investor #1

Victim Investor #1 was a Polk County resident in the Middle District of Florida who gave money to Delgado based on the false representations made by Delgado and his co-conspirators regarding how his money would be invested.

One of Delgado's co-conspirators solicited Victim Investor #1 in person to invest in Goliath, and they were convinced to invest based on Goliath's marketed returns. On July 18, 2025, Delgado and Victim Investor #1 signed a Joint Venture Agreement. Through four wire transfers, Victim Investor #1 electronically transferred a total of $2 million to Goliath.

On July 21, 2025, Victim Investor #1 electronically wired $500,000 from their Financial Institution #2 account ending in 5484 to Goliath's Financial Institution #3 bank account ending in 9136. This electronic financial wire originated from a Financial Institution #2 branch in Osceola County, in the Middle District of Florida. The physical and electronic processing hub for Financial Institution #2's domestic wire transfers is centrally headquartered in Charlotte, North Carolina. Financial Institution #3 is headquartered in Minneapolis, Minnesota. Thus, Victim Investor #1's wire transfer affected interstate commerce.

On September 3, 2025, Victim Investor #1 electronically wired $500,000 from their Financial Institution #2 bank account ending in 3883 to Goliath's Financial Institution #1 bank account ending in 1353. This wire transfer affected interstate commerce, as discussed above.

On September 30, 2025, Victim Investor #1 electronically wired $500,000 from their Financial Institution #2 bank account ending in 3883 to Goliath's Financial Institution #1 bank account ending in 1353. This wire transfer affected interstate commerce, as discussed above.

On October 30, 2025, Victim Investor #1 went to a monthly social at the home of one of Delgado's co-conspirators. Delgado arrived at the event in a Rolls Royce Ghost. Victim Investor #1 spoke with Delgado and asked him how long he thought the investment program would continue. Victim Investor #1 told Delgado that they cannot lose the money they invested, and they asked Delgado to tell them if he had any concerns. Delgado told Victim Investor #1 that he thought the

investment program would continue another five to seven years and that a large part of the program depends on the government regulations that typically get enacted.

On October 31, 2025, Victim Investor #1 electronically wired $500,000 from their Financial Institution #2 bank account ending in 3883 to Goliath's Financial Institution #1 bank account ending in 1353. This wire transfer affected interstate commerce, as discussed above.

After Victim Investor #1 gave Goliath $2 million to invest in cryptocurrency liquidity pools, Victim Investor #1 received approximately $60,000 from one of Delgado's co-conspirators.

Victim Investor #1's money was not invested as promised. Instead, Victim Investor #1's money was kept in Goliath's Financial Institution #1 bank account ending in 1353 with other investors' funds. Delgado used the investors' funds in this bank account to purchase a home in Windermere, Florida for approximately $8.5 million after Victim Investor #1 had electronically transferred $500,000 into the account.

Delgado's purchases

Delgado used investors' funds from the Goliath bank accounts to purchase the property identified in the Forfeiture section with fraud proceeds (or in a few instances received the property as a gift because of his role in the Goliath fraud).

Between August 2024 and September 2025, Delgado spent almost $17 million to buy five homes and an office space. Between January 2023 and April 2025, Delgado spent more than $2.5 million to purchase, lease, or pay off loans on eleven

vehicles. Delgado also used fraud proceeds to make mortgage payments on a home he had purchased in 2021. The chart below lists the Defendant Assets as well as their purchase price and acquisition date:

Acquisition Date	Defendant Asset	Purchase Price
September 5, 2025	5271 Isleworth Country Club Drive, Windermere, Florida	$8.5 million
July 31, 2025	141 S. Phelps Avenue, Winter Park, Florida	$3.2 million
May 29, 2025	189 S. Orange Avenue, Unit 1800S, 1810S, 1820S & 1870S, Orlando, Florida	$3.2 million
April 22, 2025	2025 Lamborghini Revuelto	$719,517.01
April 21, 2025	2024 Rolls Royce Ghost	$379,995
April 9, 2025	2024 Bentley Bentayga	$285,540
March 30, 2025	2024 Lamborghini Huracán EVO Spyder	$473,723
March 19, 2025	2025 Cadillac Escalade V	$238,561.25
March 4, 2025	2024 Lincoln Navigator L	$125,862.37
February 13, 2025	17416 Bal Harbour Drive, Winter Park, Florida	$740,000
December 5, 2024	222 Pawnee Trail, Kissimmee, Florida	$862,500
August 5, 2024	7333 Bella Foresta Place, Sanford, Florida	$1.65 million
April 12, 2024	1951 Mercury	$52,000

January 12, 2024	2017 Mercedes Benz C300	$15,000
October 27, 2023	2023 Rolls Royce Cullinan	$472,350
September 5, 2023	2022 Mercedes Benz Sprinter	$235,804.96
October 23, 2022	2022 GMC Sierra HD	$93,963
December 20, 2021	746 Cavan Drive, Apopka, Florida	$725,000

On September 5, 2025, Delgado used funds from investors, including Victim Investor #1, to purchase the property at 5271 Isleworth Country Club Drive, Windermere, Florida 34786 for approximately $8.5 million. The entire purchase of the Windermere, Florida property was paid with funds Delgado obtained from investors who believed they were investing in liquidity pools.

This property is a 11,403 square foot home that is on 1.17 acres on the Isleworth Country Club golf course. It has seven bedrooms and thirteen bathrooms.





Windermere, Florida home

On July 30, 2025, Delgado directed an electronic transfer of $500,000 from Goliath's bank account at Financial Institution #3 ending in 9136, which was funded with investors' funds, to an Orlando law firm. Delgado had retained the law firm to represent him in purchasing real property in Windermere, Florida.

On September 4, 2025, Delgado directed an electronic transfer of $5,628,569.57 from Goliath's bank account at Financial Institution #1 ending in 1353 to the law firm for the purchase of the Windermere, Florida property. This transfer of funds was one day after Victim Investor #1 electronically wired $500,000 into Goliath's bank account at Financial Institution #1 ending in 1353 under the fraudulent pretense that his funds would be invested in cryptocurrency liquidity pools. Victim Investor #1 would not have given Delgado or his co-conspirators $500,000 on September 3, 2026, if he had known that his money would be used by Delgado the following day to buy a multi-million-dollar home.

To complete the purchase, Delgado directed a final electronic transfer of $2,320,010.49 from Financial Institution #1 account ending in 1353 to the law firm.

Delgado knew the funds used to purchase this property were derived from investors who electronically transferred their money into Goliath's bank account under the false representations that their money would be invested in cryptocurrency liquidity pools because Delgado and his co-conspirators made these false representations to induce the investors to invest their money and Delgado was a signatory on all the accounts he used to purchase this property.

The above is merely a summary of some of the events, some of the persons involved, and other information relating to this case. It does not include, nor is it intended to include, all the events, persons involved, or other information relating to this case.

AO 91 (Rev. 11/11) Criminal Complaint

UNITED STATES DISTRICT COURT

for the

Middle District of Florida

United States of America
v.
Christopher Alexander Delgado

Case No. 6:26-mj-1240

Defendant(s)

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of February 1, 2024 in the county of Orange in the Middle District of Florida, the defendant(s) violated:

Code Section	*Offense Description*
18 U.S.C. § 1343	Wire Fraud
18 U.S.C. § 1957	Money Laundering

This criminal complaint is based on these facts:

See attached affidavit

☐ Continued on the attached sheet.

Complainant's signature

Steven Chandler, Special Agent, IRS-CI
Printed name and title

Sworn to before me over the telephone or other reliable electronic means and signed by me pursuant to Fed. R. Crim. P. 4.1 and 4(d).

Date: 2/20/26

Judge's signature

City and state: Orlando, Florida

HON. LESLIE HOFFMAN PRICE
Printed name and title

EXHIBIT B

STATE OF FLORIDA **CASE NO. 6:26-mj-1240**

COUNTY OF ORANGE

AFFIDAVIT IN SUPPORT OF CRIMINAL COMPLAINT

I, Steven Chandler, being duly sworn, hereby depose and state as follows:

INTRODUCTION AND AGENT BACKGROUND

1. I submit this affidavit in support of a criminal complaint against Christopher Alexander DELGADO for one count of 18 U.S.C. § 1343 (wire fraud) and one count of 18 U.S.C. § 1957 (money laundering).

2. I am a Special Agent of the Internal Revenue Service, Criminal Investigation (IRS-CI), and have been so employed since 2021. My official duties as a Special Agent with IRS-CI include conducting complex financial investigations of individuals and businesses for violations of federal law, including tax-related financial crimes, money laundering, and bank and wire fraud. Prior to my employment with IRS-CI, I was a Special Agent with the United States Secret Service. I hold a Bachelor of Science Degree in Finance from the University of Central Florida.

3. The facts set forth in this affidavit are based on my own personal knowledge, knowledge obtained from law enforcement officers, reviews of documents related to this investigation, communications with others who have personal knowledge of the events and circumstances described herein, and

information gained through my training and experience and the training and experience of others.

4. Because I am submitting this affidavit for the limited purpose of securing a criminal complaint, I have not included every fact that I know about this investigation, nor have I included every fact I know about the full scope of the scheme. Instead, I have set forth only those facts that I believe are necessary to establish probable cause that DELGADO has violated 18 U.S.C. § 1343 and 18 U.S.C. § 1957.

SUMMARY

5. As set forth in more detail below, DELGADO operated GOLIATH as a Ponzi scheme whereby victims were solicited to invest[1] substantial sums of money under false and fraudulent promises of monthly returns, which were sometimes presented as guaranteed or low risk, generated through cryptocurrency "liquidity pools." Victims were induced to give money to GOLIATH through personal referrals, professional marketing materials, luxury events, charitable sponsorships, and some monthly payments of purported returns, all of which were designed to establish GOLIATH's bona

[1] GOLIATH's Joint Venture Agreement contained a provision that stated "[t]he Parties acknowledge and agree that this Agreement, and the Joint Venture and activities contemplated hereunder, are not an investment product, investment offering, investment advice, or a security in any way whatsoever." Regardless, many of the victims understood the money they sent to GOLIATH to be for investment purposes because they expected to receive returns on the money based on GOLIATH's marketing materials and their contracts.

fides with investors. Because of these false and fraudulent representations, DELGADO and his co-conspirators obtained at least $328 million from victim investors.

6. Although DELGADO and his co-conspirators represented that GOLIATH would place the funds it obtained from victim investors in cryptocurrency liquidity pools, in reality, investor funds were primarily used to pay purported returns to earlier investors, to return principal to investors who requested it, and for DELGADO's personal expenditures. Investigation showed that the vast majority of funds were not invested into liquidity pools.[2]

7. Examples of personal expenditures that DELGADO made using victim funds include:

a. the purchase of the real property in Winter Park, Florida, in July 2025 for approximately $3.2 million;

b. the purchase of the real property in Kissimmee, Florida, in December 2024 for approximately $1.15 million;

c. the purchase of the real property in Windermere, Florida, in September 2025 for approximately $8.5 million; and

d. the purchase of the real property in Sanford, Florida, in August 2024 for approximately $1.65 million.

[2] Blockchain analysis showed that approximately $1.5 million was sent to Uniswap, a decentralized exchange.

8. DELGADO and his co-conspirators took various steps to hide the fraudulent scheme from the investors and to maintain their trust, including: (1) providing investors fabricated statements related to their investment that purported to show returns when there were none, (2) providing investors with bogus explanations for delayed payments and redemptions, and (3) allowing some investors to collect more money from GOLIATH than they initially invested, which allowed GOLIATH to continue operating because investors did not realize their returns were paid from other investors' money.

9. Beginning in late 2025, when investors attempted to withdraw their principal or purported returns, GOLIATH delayed payments, provided shifting explanations, and ultimately restricted or terminated investor access to purported information about their investments.

RELEVANT TERMS

10. A "Ponzi scheme" is a form of investment fraud that involves the payment of purported returns to existing investors from funds contributed by new investors. Ponzi scheme organizers often solicit new investors by promising to invest funds in opportunities claimed to generate high returns with little or no risk. Rather than engaging in any legitimate investment activity, the fraudulent actors focus on attracting new money to make promised payments to earlier investors as well as to divert "invested" funds for personal use.

11. "Fiat currency" is any type of government-issued currency, such as the United States dollar, that is used as legal tender by a specific nation,

government, or region's citizens. Fiat currency is not backed by a physical commodity, but instead by the government that issued it.

12. "Cryptocurrencies," such as Bitcoin and USD Coin ("USDC"), are electronically sourced units of value that exist on the internet. USDC is a U.S. dollar-pegged cryptocurrency designed to maintain a value of one U.S. dollar per token. Cryptocurrencies are generated and tracked through computer software in a peer-to-peer network, rather than issued from a government or other entity. Users of cryptocurrencies send units of value to and from "addresses," which are unique strings of numbers and letters that function like a public account number. Cryptocurrency transactions are recorded on a publicly available, distributed ledger, often referred to as a "blockchain."

13. A "blockchain" is a distributed database maintained across a network of computers. Each transaction is grouped into a "block," which is then cryptographically linked to the previous block, forming a chronological and tamper-resistant chain. Once a transaction is recorded on the blockchain, it cannot be altered or deleted without detection.

14. Cryptocurrency ownership is controlled by cryptographic keys. A "public address" functions similarly to a bank account number and is used to receive cryptocurrency. A corresponding "private key" is required to authorize transactions and transfer cryptocurrency from one address to another. Possession of the private key allows the holder to control and move the

cryptocurrency. Private keys may be stored in various forms, including software applications, hardware devices, written records, or cloud-based storage.

15. Cryptocurrency may be stored in digital "wallets," which can exist as applications on computers or mobile devices, online accounts hosted by cryptocurrency exchanges, or specialized physical devices known as hard wallets.

16. A "cryptocurrency exchange," such as Coinbase, is a type of digital currency exchange where cryptocurrency can be bought, sold, and traded for fiat currency or other digital assets.

17. Coinbase is a United States-based cryptocurrency exchange and financial technology company that operates an online platform through which individuals and entities can buy, sell, transfer, store, and manage digital assets, including cryptocurrencies such as Bitcoin and USDC. Coinbase provides hosted digital wallets, brokerage services, and trading functionality that allow users to convert fiat currency into cryptocurrency and vice versa. Coinbase accounts are typically associated with verified user identities and may be linked to bank accounts, debit cards, or other payment methods to facilitate deposits and withdrawals. The platform maintains records of account activity, including transactions, transfers, and balances.

18. A "decentralized exchange" is a peer-to-peer marketplace that connects cryptocurrency buyers and sellers. In contrast to centralized exchanges, such as Coinbase, decentralized platforms are non-custodial, meaning a user

remains in control of their private keys when transacting on a decentralized exchange. In the absence of a central authority, decentralized exchanges employ smart contracts that self-execute under set conditions and record each transaction to the blockchain.

19. A "smart contract" is a digital agreement stored and executed on a blockchain network. Smart contracts are programmed to perform specific actions once predefined conditions trigger them.

20. A "liquidity pool" is a crowdsourced pool of coins or tokens that are locked in a smart contract and used to facilitate trades between those assets on a decentralized exchange. Liquidity pools enable users to buy and sell cryptocurrency on decentralized exchanges or "DeFi" platforms, such as Uniswap, without the need for centralized exchange.

21. Liquidity pools are typically funded by individuals who deposit pairs of cryptocurrency tokens into the pool. Depositors typically receive a portion of transaction fees or other incentives generated by trading activity within the pool. Trades conducted through liquidity pools are executed automatically by smart contracts. These formulas adjust the price of assets in the pool based on supply and demand. As trade occurs, the balances of the pooled assets change, and the value of a depositor's share of the pool may increase or decrease accordingly.

22. GOLIATH VENTURES ("GOLIATH"), formerly known as Gen-Z Venture Firm, was established in Florida in February 2019. DELGADO

served as the President and a Director of Gen-Z Venture Firm. In September 2021, Gen-Z Venture Firm changed its name to GOLIATH. DELGADO served as the President and Chief Executive Officer of GOLIATH.

23. According to information provided to potential investors, including marketing materials and GOLIATH's website, GOLIATH is "a joint venture private fund that invested in blockchain and cryptocurrency projects." GOLIATH further characterized itself as "a pioneering firm specializing in blockchain development and decentralized finance strategies" and purported to leverage "liquidity pools to facilitate passive income generation, enhance market efficiency, and provide qualified investors with access to innovative financial opportunities."

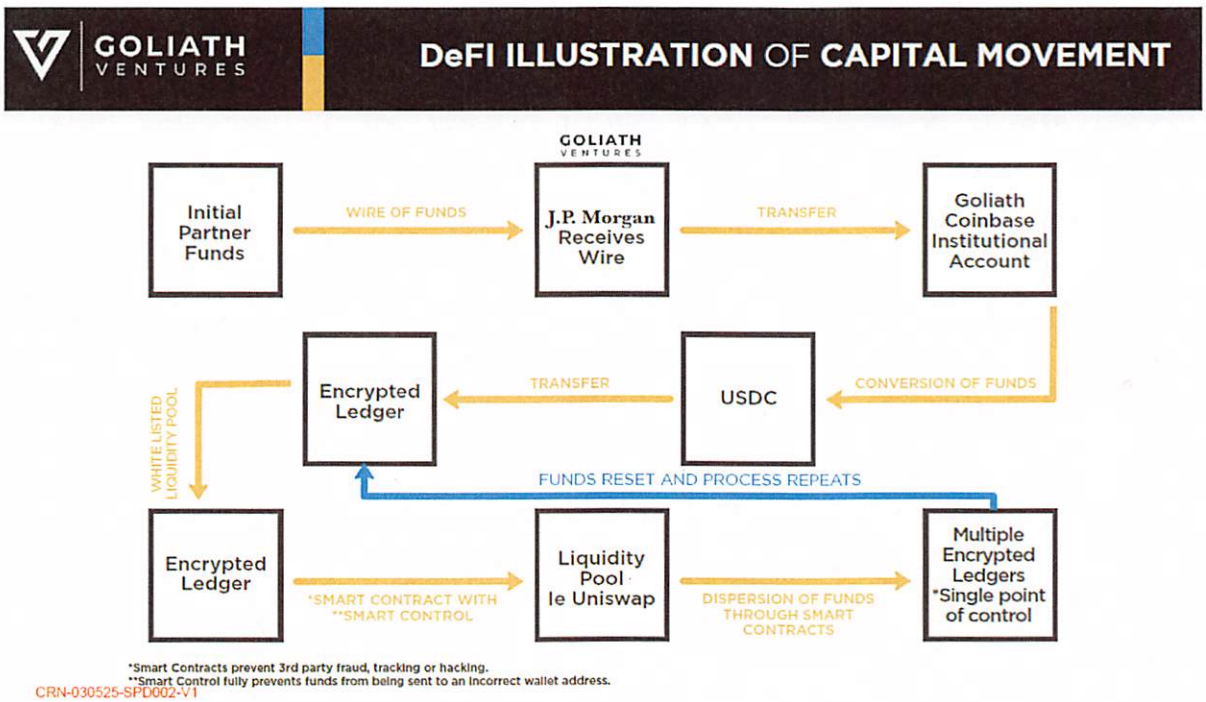
PROBABLE CAUSE

24. This affidavit first describes the information provided to potential investors to solicit their funds, then describes the promises that GOLIATH, through DELGADO, made in contracts, and then describes how money moved through GOLIATH's bank accounts and cryptocurrency wallet. The affidavit goes on to explain how GOLIATH and DELGADO's use of investors' money differed from what was promised through marketing materials and contracts. Finally, the affidavit provides examples of two investors' experiences with GOLIATH and DELGADO. One investor lost approximately $720,000, despite promises from GOLIATH that he would get a guaranteed return and that his investment could be returned at any time. The other investor recovered his funds

and the promised interest, though he had to communicate directly with DELGADO to do so, and DELGADO pushed back against the investor's recovery of his money.

Solicitation of Investor Funds, Contracts, and GOLIATH's Online Portal

25. From January 2023 through January 2026, investors were told by DELGADO and GOLIATH directors through presentations and marketing materials that their funds would move from a traditional bank account in the name of GOLIATH to Coinbase, then to an "encrypted ledger," and ultimately into liquidity pools where returns would be generated. The following is a representation of GOLIATH's investment cycle that was presented to investors through marketing materials.



26. From January 2023 through January 2026, GOLIATH entered into "Joint Venture Agreements" with victim investors. These agreements were often signed by DELGADO on behalf of GOLIATH. In these agreements, GOLIATH would "partner" with victim investors and purport to enter a joint venture that would utilize investor funds to make deposits into liquidity pools. The Joint Venture Agreements outlined terms and conditions of the investments, including details about how GOLIATH would invest in liquidity pools and the distribution of the return on the investors' investment. The Joint Venture Agreements sometimes guaranteed monthly returns ranging from three to eight percent or guaranteed the return of an investor's principal. Investors were offered the option to withdraw their monthly return or "roll over" monthly returns, increasing their account balances. GOLIATH employed associates, known as directors, who were responsible for soliciting investors on behalf of GOLIATH. GOLIATH represented to investors that the company would generate its revenue by charging fees to investors.

27. Investors were provided with regular account updates through their online portals reflecting consistent monthly gains. Investors could access their account through an online portal, including a mobile application.

28. As described further herein, though, the information provided in the investment materials, the contracts, and the online portal was false and fraudulent as the investors' funds were neither used as promised nor used for any investment activity, with the possible exception of the approximately $1.5

million deposited in Uniswap referenced above, and were instead primarily maintained essentially as cash in GOLIATH's bank accounts and cryptocurrency wallets.

GOLIATH's Bank Accounts and Coinbase Wallets

29. While in operation, GOLIATH held business bank accounts at JP Morgan Chase and Bank of America. IRS-CI Investigative Analyst Noel Martinez reviewed records from GOLIATH's JP Morgan Chase business account ending in 0305 (hereinafter "the JPMC 0305 account") and GOLIATH's Bank of America business account ending in 9136 (hereinafter "the BOA 9136 account") for the period from January 2023 through September 2025.

30. DELGADO was the sole signatory on the JPMC 0305 account in the name of GOLIATH. DELGADO controlled the account.[3] GOLIATH directors told at least one investor that DELGADO determined how investor funds would be allocated and directed transfers from GOLIATH accounts. In addition, bank records establish that DELGADO used funds from this account for several personal expenditures, including a wire transfer of $358,890.46, on or about August 5, 2024, towards the purchase of real property in Sanford, Florida 32771, in August 2024, which is titled in his name. The fact that DELGADO

[3] Based on my training and experience, executive officers of large corporations usually delegate authority to associates to make certain transfers, including expenses for nominal amounts, from business bank accounts. Based on my training and experience, I would expect the signatory on a bank account to maintain oversight of the account.

used the account to fund his personal expenses supports my belief that he had ultimate control of the account.

31. DELGADO was a co-signor on the BOA 9136 account in the name of GOLIATH. While other individuals may have had access to the account, GOLIATH directors told at least one investor that DELGADO controlled the account and that he determined how investor funds would be allocated and directed transfers from the account. In addition, DELGADO used funds from the account for several personal expenditures, including a wire transfer of $500,000, on or about July 30, 2025, towards real property in Windermere, Florida, in September 2025, which is titled in his name. As with the JP Morgan Chase account, DELGADO's use of the Bank of America account to fund his personal expenses supports my belief that he had ultimate control of the account.

32. DELGADO was the sole signatory on GOLIATH's Coinbase wallets. GOLIATH directors told at least one investor that DELGADO determined how investor funds were allocated and directed transfers from this wallet.

33. Funds sent to GOLIATH from investors were primarily deposited into the JPMC 0305 account or the BOA 9136 account or transferred directly to GOLIATH's wallets at Coinbase. For example:

a. From January 2023 through June 2025, approximately $253 million was deposited into the JPMC 0305 account.

b. From May 2025 through September 2025, approximately $75 million was deposited into the BOA 9136 account.

c. From January 2023 through January 2026, approximately $62 million was received by GOLIATH's wallets at Coinbase.

34. From January 2023 to September 2025, approximately $165 million was sent to GOLIATH's Coinbase wallets from the JPMC 0305 account and the BOA 9136 account.

a. From January 2023 through June 2025, approximately $123 million from the JPMC 0305 account to GOLIATH's wallets at Coinbase.

b. From May 2025 through September 2025, approximately $42 million from the BOA 9136 account to GOLIATH's wallets at Coinbase.

Fraud

35. DELGADO, individually and through authorized representatives, made the following false and fraudulent representations to victim investors to induce them to give money to GOLIATH purportedly for deposits into cryptocurrency liquidity pools:

a. GOLIATH's marketing materials represented to investors that their funds would be deployed into a structured and actively managed DeFi liquidity pool strategy, primarily focused on USDC pairing on Uniswap. The materials described sophisticated risk management tools—including stop-loss mechanisms, slippage monitoring, and centralized exchange hedging—and portrayed the strategy as a

disciplined, yield-generating liquidity pool program designed to benefit accredited investors. These representations were materially false and misleading because, despite raising approximately hundreds of millions of dollars from investors, GOLIATH deployed only about $1 million into any liquidity pool. The overwhelming majority of investor funds were not used in the liquidity pool strategy described in marketing materials, directly contradicting the core representations that investor capital would be allocated to and managed within such DeFi liquidity pools.

b. The Joint Venture Agreement ("Agreement"), which GOLIATH commonly presented to investors, falsely represented to the victim investors that their funds would be invested into cryptocurrency liquidity pools. The Agreement falsely assured the investors that the liquidity pools would run on one or more exchanges (such as Uniswap).

c. The Agreement falsely represented to the investors that any profits generated from a Venture would be distributed on a monthly basis and that the investor had the option of selecting either a monthly payout or a monthly rollover wherein the profits would be reinvested.

d. The Agreement falsely represented to the investors that an investment in a Venture would generate a monthly return on investment of three to eight percent. Returns were sometimes described as guaranteed, and some investors were told that their principal was guaranteed.

e. The Agreement falsely told investors that they could remove their money at any time.

f. DELGADO often signed these contracts on behalf of GOLIATH.

g. GOLIATH provided investors with access to an online account portal that purported to display real-time account activity, including invested principal and returns earned. While the amounts of principal invested were accurately reflected, the reported returns were materially false and misleading. In reality, little to no investor funds were deployed into the investment strategy described, and the "returns" displayed in the portal were not generated from actual trading or liquidity pool activity. Instead, the returns were artificially calculated and manipulated to match the rate of return offered to each investor, creating the false appearance of legitimate investment performance.

36. Based on analysis of bank records and blockchain for the period January 2023 through January 2026, GOLIATH invested little, if any, investor funds in cryptocurrency investments. Instead, GOLIATH used investor funds to pay phony returns to earlier investors. Despite false representations to investors, only a nominal amount of investor funds were transferred to liquidity pools. Instead, investor funds were either held in traditional bank accounts or, if they converted to cryptocurrency, were held as USDC, a cryptocurrency "stablecoin" which is pegged to the United States dollar.

37. At the request of IRS-CI, Chainalysis Government Solutions, LLC ("CGS")[4] analyzed the flow of cryptocurrency related to GOLIATH's known cryptocurrency wallets, including relevant documents from Coinbase exchange and investors, through a blockchain analysis. CGS analysis confirmed that investor funds were moved between traditional accounts or converted to USDC, but they were not deposited into liquidity pools, with the possible exception of the approximately $1.5 million deposited in Uniswap referenced above, or used for other investment activity. The funds from GOLIATH's cryptocurrency wallets were transferred to wallets held by representatives of GOLIATH and to wallets held by investors.

38. For example, from January 2023 through June 2025, approximately $50 million from the JPMC 0305 account was sent to investors purportedly as returns on investments. Although GOLIATH falsely represented that these payments were returns on investments, they primarily were funded with money held in the JPMC 0305 account that investors sent to GOLIATH for investing purposes. They were not returns from any investment activity.

39. From May 2025 through September 2025, approximately $11 million from the BOA 9136 account was sent to investors purportedly as returns on investments. These funds primarily originated from funds held in the BOA

[4] CGS provides blockchain analysis and investigation software (Reactor) to government agencies. Reactor allows investigators to trace and visualize, across multiple blockchains, transactions linked to criminal activity.

9136 account that investors sent to GOLIATH for investing purposes and were not returns from any investment activity.

40. Funds from investors were also used to pay for GOLIATH's corporate spending, including payments for corporate credit cards, extravagant business gatherings, Christmas parties, and luxury travel accommodations.

41. Investors' balances and returns reflected in the GOLIATH accounts, as provided to investors through GOLIATH's online portal, were fictitious and not tied to actual investment of their money in a liquidity pool. Instead, balances were artificially manipulated to reflect promised returns, creating a false appearance of consistent profitability. For example, account overviews for GOLIATH investors reflected "Monthly Distribution Rates" and "Monthly Distribution Balances" that purported to reflect returns on investment. In reality, there were no such returns. An example of a GOLIATH account overview is pictured below; it demonstrates that the information provided to investors was simplistic and did not show any investment- or liquidity-pool-specific particulars.

Current Account Balance	$122,892.84
Monthly Distribution Balance	$6,144.64
Total Contributions	$0.00
Monthly Distribution Rate	5.00%
Exec Partner	[redacted]
User ID	[redacted]

Money Laundering

42. Coinbase accepts both ACH payments and Fedwire transfers in the United States. Coinbase partners with Plaid as a third-party intermediary to link external bank accounts for ACH transfers and partners with Cross River Bank to support Fedwire transfers of fiat currency to and from Coinbase.

43. Cross River Bank is headquartered in Fort Lee, New Jersey. Coinbase customers are provided with a routing and account number which Cross River Bank processes on their behalf to apply funds to Coinbase account.

44. GOLIATH's Coinbase account was linked to the JPMC 0305 account and capable of conducting both ACH (Automated Clearing House)[5]

[5] The ACH network is a nationwide electronic fund transfer system operated through the Federal Reserve and national clearing centers. It connects most U.S. banks and credit

and Fedwire[6] transactions. From October 2022 to February 2025, all deposits of fiat currency into GOLIATH wallets were Fedwire deposits. Based on my training and experience, both ACH transactions and Fedwire transactions involve interstate wires.

45. Analysis of bank records showed that GOLIATH electronically transferred funds to Coinbase from the JPMC 0305 account. Specifically, on or about February 1, 2024, DELGADO, did knowingly engage in a monetary transaction by through or to a financial institution, affecting interstate commerce, in criminally derived property of a value greater than $10,000, that is the transfer of $300,000 of U.S. currency, such property having been derived from a specified unlawful activity, that is, wire fraud. This transfer included $40,000 that Investor 1 had given to GOLIATH on February 1, 2024, with the understanding that it would be used in a liquidity pool, as will be described in more detail below. The transfer also included the money of other investors given with a similar understanding.

46. Prior to the $300,000 transfer to Coinbase on February 1, 2024, the JPMC 0305 account had a $10.5 million balance. Because this account was funded almost exclusively with investor funds, there is probable cause to believe

---

unions, enabling the electronic, batch-processed debits and credits between financial institutions across state lanes.

[6] Fedwire is an electronic funds-transfer system operated by the 12 Federal Reserve Banks. It acts as a national, high-speed network that settles large-value, real-time payments across state lines, connecting financial institutions throughout the country.

that the entire balance in the account on February 1, 2024 constituted proceeds of the wire fraud. Further review of account records revealed that approximately $956,990 of investor funds were deposited via wire transfers between January 31, 2024, and February 1, 2024, and no withdrawals were made prior to the $300,000 transfer. Therefore, using the last-in, first-out ("LIFO") accounting principle, the entire $300,000 transfer to Coinbase was funded with wire fraud proceeds.

Investor 1

47. As part of the investigation into GOLIATH, IRS-CI Special Agent Richard Smith interviewed Investor 1, a resident of Seminole County, Florida. Investor 1 demonstrates how GOLIATH solicited investors and made false promises to them about how their money would be used; ultimately, Investor 1 lost approximately $720,000.

48. Investor 1 told SA Smith that he was introduced to GOLIATH through an acquaintance, who stated to Investor 1 that he had invested approximately $1,000,000 with GOLIATH and was receiving consistent monthly returns. The acquaintance introduced Investor 1 to a representative of GOLIATH. During an in-person meeting in Seminole County, Florida, the GOLIATH representative and the acquaintance presented to Investor 1 an investment opportunity described as participation in cryptocurrency liquidity pools with guaranteed monthly returns of seven percent.

49. Investor 1 was instructed to establish a Coinbase account to receive payouts. In March 2023, he initially invested $10,000 and received a first-month payout of approximately $700, representing a seven percent monthly return. The initial payment and subsequent payments were timely and consistent, which reinforced Investor 1's belief that the investment was legitimate and low risk.

50. GOLIATH's agreement with Investor 1 was memorialized in a "Joint Venture Agreement" on June 23, 2023. DELGADO signed the agreement on behalf on GOLIATH. The agreement falsely represented that the funds would be invested in liquidity pools:

3. JOINT VENTURE

3.1. In executing this Agreement, the Parties have agreed to enter a joint venture for the purpose of carrying out the particular project of utilizing their cryptocurrencies by making Contributions into liquidity pools which shall run on one or more exchanges (such as Uniswap) and shall involve the pairing of a combination of cryptocurrencies to exchanges wherein, in lieu of interest, an exchange pays exchange fees for the use of the pairing to create liquidity. Each liquidity pool that the Parties collectively decide to contribute to shall be considered a "**Venture**".

51. The agreement also set forth the so-called "Distribution of Profits" and guaranteed a return of seven percent monthly:

6. DISTRIBUTION OF PROFITS

6.1. From any profits that are made, the distribution of profits will be as follows:

6.1.1. The Partner shall be entitled to monthly profits generated by its Contributions, ("**Profit(s)**"):

6.1.1.1. **For Ethereum, Bitcoin, and USDC:** profit margins will deliver 7% monthly, paid in USDC.

52. In December 2023, Investor 1 attended a GOLIATH-hosted investor event at the Four Seasons Resort in Orlando, Florida. Investor 1 described the event as extravagant and professionally organized, with numerous

attendees, which further reinforced his belief that GOLIATH was a legitimate, well-capitalized enterprise.

53. In May 2024, Investor 1 became involved with a charitable organization and learned that GOLIATH was a major sponsor. Through this involvement, Investor 1 met DELGADO, whose public association with charities and community events further induced Investor 1 to trust the legitimacy of GOLIATH.

54. Based on the representations about the cryptocurrency liquidity pool investment made by the GOLIATH representative and the acquaintance and the consistency of the early payouts, Investor 1 continued investing additional funds and reinvesting purported returns. Between mid-2023 and late 2024, Investor 1 invested approximately $720,000. Of this amount, approximately $420,000 was transmitted via domestic wire transfers from Investor 1's personal bank account, and approximately $300,000 was transmitted via cryptocurrency transfers from Investor 1's Coinbase account to wallet addresses provided by GOLIATH. Specifically, on or about the following dates, DELGADO, for the purpose of executing the aforesaid scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly, and with intent to defraud, cause Investor 1 to transmit by means of wire in interstate commerce, the following funds:

a. $40,000 on February 1, 2024;

b. $110,000 on March 26, 2025.

55. In late 2025, GOLIATH began delaying payments to the victim investors and attributed the delays to audits, banking issues, and compliance matters. Despite repeated assurances made by GOLIATH that payments would resume, the explanations changed over time, and no supporting documentation was provided. Investor 1 was advised that payments would resume on or about December 18, 2025, however, no additional payments were ever made.

56. In early January 2026, Investor 1 requested an exit from the "Joint Venture" with GOLIATH and requested a return of $862,000 in principal and accrued returns. On January 9, 2026, GOLIATH represented that his funds would be returned:

[redacted]

This thread is correct. We have your exit pending signature and between our pending pay (October and November) we have a total of $862,800 going back to you.

$42,000 for October
$50,400 for November
$720,000 exit for December and the earned distribution of $50,400.

Best,

GOLIATH
VENTURES

[redacted]

goliathventuresinc.com

57. After Investor 1 contacted his bank to request wire reversals[7] and filed a police report with the Seminole County Sheriff's Office, GOLIATH was contacted by Bank of America regarding the reversal. Shortly thereafter, Investor 1 received a hostile text message from the GOLIATH representative, stating, "What are you doing man? You recalled funds from Bank of America from May?", demonstrating awareness of the bank inquiry and an attempt to challenge Investor 1's efforts to recover his funds. Investor 1's attempts to recover the funds have been unsuccessful.

58. At the time of the interview with law enforcement on January 22, 2026, Investor 1 stated that GOLIATH had stopped responding to his communications and blocked his access to the GOLIATH investor application. To date, GOLIATH has not returned funds to Investor 1, and he has lost approximately $720,000.

Investor 2

59. As part of the investigation into GOLIATH, IRS-CI SA Richard Smith interviewed Investor 2, a resident of Orange County, Florida. Investor 2 demonstrates the nature of GOLIATH as a Ponzi scheme because he received his money back, plus the returns he was promised, despite GOLIATH not using his money as promised. Further, Investor 2's experience shows DELGADO's

[7] A wire reversal is a process where the bank that receives a wire transfer returns the funds to the sender's bank. This usually occurs when the receiving bank does not accept the incoming funds. Typically, wires cannot be reversed after the receiving bank has accepted the incoming funds.

personal involvement with GOLIATH investors, including pressuring Investor 2 to leave his funds with GOLIATH.

60. Investor 2 was referred to GOLIATH by a representative of GOLIATH, who told Investor 2 about the representative's own investment with GOLIATH and about how the monthly returns he received were very good. The representative also stated that Investor 2 could request his principal investment back from GOLIATH at any time.

61. Prior to investing in GOLIATH, in July 2024, Investor 2 met with the GOLIATH representative and DELGADO at a restaurant located in Orlando, Florida. During the dinner, DELGADO told Investor 2 about the investment opportunity with GOLIATH. The investment purportedly utilized liquidity pools and involved money markets and the buying and selling of stock pertaining to cryptocurrency.

62. In August 2024, Investor 2 invested $1 million with GOLIATH. The monthly rate of return was five percent, per Investor 2's contract.

63. In November 2024, Investor 2 spoke to the GOLIATH representative and DELGADO about opportunities involving cryptocurrency. Investor 2 invested an additional $15 million with GOLIATH in December 2024. The terms of the contract regarding Investor 2's additional investment stated there would be a seven percent monthly return for six months and then a seven and a half percent monthly return for the next six months.

64. In December 2024, Investor 2 attended a Christmas party hosted by GOLIATH. During the party, DELGADO made an announcement to the attendees that GOLIATH had secured insurance and a fidelity investment bond that would cover the principal investments made by investors.

65. After DELGADO made the announcement about the insurance and the fidelity bond at the 2024 Christmas party, Investor 2 asked to view documentation pertaining to the insurance and the bond. DELGADO declined Investor 2's request for the documentation because of potential disclosure of personal information. DELGADO's refusal caused Investor 2 to become uneasy about his investment with GOLIATH. After DELGADO declined Investor 2's request to view the documentation, Investor 2 requested the return of his principal investment.

66. After Investor 2 requested his principal investment back from GOLIATH, DELGADO sent Investor 2 an email detailing that DELGADO was not pleased with Investor 2's request for the return of his principal investment. On January 24, 2025, DELGADO emailed Investor 2 stating:

> I received your request for a full return of your partnership funds with GOLIATH. There are two quick points I would like to address before proceeding.
>
> #1 - Per our agreement, the percentage honored on GOLIATH'S part was solely based on maintaining an account over $10M USD (addendum attached)
>
> #2 - Per our conversation, I only allowed such increase in percentage because of the time frame in which you had agreed to have in GOLIATH.

> From the viewpoint of the company, you are taking advantage of the opportunity we have allowed you to be a part of. Secondly, you are not honoring our conversation nor our agreement. At the end of the day, you are completely entitled to your funds, but you are NOT entitled to engage and re-engage with GOLIATH at your discretion. That is completely up to the company.
>
> We will start to reconvert your funds on Monday back to USD from USDC per your request BUT you will forfeit the January distribution since our agreement and our personal conversation was broken. Secondly, if you wish to re-engage with GOLIATH, it will be at the SOLE discretion of me and will be at a rate of 1% per month with zero increase based on account value.
>
> I will give you til Sunday to decide if you should liquidate your whole account and if I do not hear from you, we will terminate your agreement and start to wire back your funds next week.

67. In February 2025, GOLIATH sent Investor 2 a total of approximately $7.1 million; it sent an additional $10.6 million in March 2025. These funds represented the return of Investor 2's principal investment and returns on investment from the company.

CONCLUSION

68. Based on the foregoing, I submit that probable cause exists that DELGADO did knowingly and willfully engage in wire fraud and money laundering, in violation of 18 U.S.C. § 1343 and 18 U.S.C. § 1957.

Steven Chandler
Special Agent
Internal Revenue Service

Affidavit submitted electronically and attested to me as true and accurate by videoconference consistent with Fed. R. Crim. P. 4.1 and 41(d)(3) before me this 20th day of February, 2026.

HON. LESLIE HOFFMAN PRICE
United States Magistrate Judge

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

Plaintiff,

v. **Case No. 6:26-cv-**

ASSETS IDENTIFIED IN PARAGRAPH ONE OF VERIFIED COMPLAINT

Defendants.

VERIFIED COMPLAINT FOR FORFEITURE *IN REM*

In accordance with Rule G(2) of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions, Plaintiff, the United States, brings this complaint and alleges upon information and belief as follows:

NATURE OF THE ACTION

1. This is a civil action in rem, to forfeit to the United States of America, the following defendant property:

A. Real Properties

(1) The real property located at 5271 Isleworth Country Club Drive, Windermere, Florida 34786, titled in the name of Christopher Delgado, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

Lots 228 and 229, Isleworth, according to the map or plat thereof, as recorded in Plat Book 16, Pages 118 through 130, inclusive, of the Public Records of Orange County, Florida.

Property Identification Number: 16-23-28-3899-02280;

EXHIBIT C

(2) The real property located at 141 S. Phelps Avenue, Winter Park, Florida 32789, titled in the name of Christopher Delgado and Andie Delgado, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

Lot 14, Windsong - Lakeside Section One, according to the plat thereof as recorded in Plat Book 43, Page 70, Public Records of Orange County, Florida.

Property Identification Number: 08-22-30-9362-00140;

(3) The real property located at 17416 Bal Harbour Drive, Winter Garden, Florida 34787, titled in the name of Habibi Holdings LLC, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

Lot 291, of Waterside on Johns Lake - Phase 2B, according to the plat thereof, as recorded in Plat Book 93, Page 65, of the Public Records of Orange County, Florida.

Property Identification Number: 06-23-27-8903-02-910;

(4) The real property located at 222 Pawnee Trail, Kissimmee, Florida 34747, titled in the name of Christopher Delgado, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

Lot 280, Happy Trails Unit 4, according to the Plat thereof, as recorded in Plat Book 2, at Page 196, of the Public Records of Osceola County, Florida.

Property Identification Number: 20-25-27-3303-0001-2800;

(5) The real property located at 189 S. Orange Avenue, Unit 1800S, 1810S, 1820S, and 1870S, Orlando, Florida 32801, titled in the name of Habibi HQ LLC, including all improvements thereon and appurtenances thereto and rights to approximately 30 associated parking spots, the legal description for which is as follows:

Unit Numbers 1810S, 1820S, 1800S and 1870S, of The Plaza South Tower Commercial Condominium, a Condominium, according to The Declaration of Condominium recorded in O.R.

Book 8820, Page 4417, and all exhibits and amendments thereof, and recorded in condominium Book 35, Page 67 and Condominium Book 40, Page 1, Public Records of Orange County, Florida.

Property Identification Numbers: 26-22-29-7157-18-000; 26-22-29-7157-18-100; 26-22-29-7157-18-200; and 26-22-29-7157-18-700;

Together with, by Assignment of Parking Easement Agreement, the rights to use and occupy the following parking spaces in the Parking Unit of the Plaza Land Condominium:

Parking Space Nos.: 768, 769, 770, 772, and 773 [5 spaces associated with Unit 1800S]

Parking Space Nos.: 658, 659, 660, 661, 664, 665, 666, 667, 668, 669, 670, 671, and 672 [13 spaces associated with Unit 1820S]; and

Parking Space Nos.: 727, 728, 760, 761, 762, 763, 764, 765, 766, 767, 788, and 789 [12 spaces associated with Unit 1870S];

(6) The real property located at 7333 Bella Foresta Place, Sanford, Florida 32771, titled in the name of Christopher Alexander Delgado, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

Lot 1, Bella Foresta Replat, a subdivision according to the plat thereof recorded in Plat Book 77, Pages 55 and 56, of the Public Records of Seminole County, Florida.

Property Identification Number: 27-19-29-505-0000-0010; and

(7) The real property located at 746 Cavan Drive, Apopka, Florida 32703, titled in the name of Christopher Delgado and Andie Delgado, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

Lot 180, Breckenridge Phase II, according to the map or plat thereof, as recorded in Play Book 68, Page(s) 150 through 153, inclusive, of the Public Records of Orange County, Florida.

Property Identification Number: 08-21-28-0881-01-800.

B. Vehicles

(1) 2025 Lamborghini Revuelto, VIN: ZHWUC1ZM9SLA02300, registered to Christopher Delgado;

(2) 2024 Rolls Royce Ghost, VIN: SCATD6C02RU222648, registered to Goliath Ventures, Inc. and Christopher Delgado;

(3) 2024 Bentley Bentayga, VIN: SJAHT2ZV0RC025272, registered to Christopher Delgado and Andie Delgado;

(4) 2024 Lamborghini Huracán EVO Spyder, VIN: ZHWUT4ZFXRLA26330, registered to Goliath Ventures, Inc. and Christopher Delgado

(5) 2025 Cadillac Escalade V, VIN: 1GYS9HR95SR147650, registered to Goliath Ventures, Inc.;

(6) 2024 Lincoln Navigator L, VIN: 5LMJJ3TG2REL19131, registered to Goliath Ventures, Inc.;

(7) 1951 Mercury, VIN: 51DA24185M, registered to David Stuart;

(8) 2017 Mercedes Benz C300, VIN: 55SWF4JBXHU230429, registered to Goliath Ventures, Inc.;

(9) 2023 Rolls Royce Cullinan, VIN: SLATV4C02PU217321, registered to Goliath Ventures, Inc. and Christopher Delgado;

(10) 2022 Mercedes Benz Sprinter, VIN: W1X8EC3Y6NT121984, registered to Goliath Ventures, Inc.; and

(11) 2022 GMC Sierra HD, VIN: 1GT49PEY2NF310721, registered to David Stuart.

(collectively, "the Defendant Assets").[1]

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over an action commenced by the United States by virtue of 28 U.S.C. § 1345, and over an action for forfeiture by virtue of 28 U.S.C. § 1355.

3. This Court has *in rem* jurisdiction over the Defendant Assets pursuant to 28 U.S.C. § 1355(b)(1)(A), because venue properly lies in the Middle District of Florida pursuant to 28 U.S.C. § 1395.

4. Venue is proper in the United States District Court for the Middle District of Florida pursuant to 28 U.S.C. § 1355(b)(1), because pertinent facts or omissions giving rise to the forfeiture occurred in this District.

5. The Defendant Assets fall into two categories.

a. Nine of the vehicles are in the government's possession, custody, and control. Therefore, the United States requests that the Clerk of Court issue an arrest warrant *in rem*, upon the filing of the complaint, pursuant to Supplemental

[1] Since February 2026, the United States has been seizing assets traceable to the fraud scheme perpetrated by Christopher Delgado and others through Goliath Ventures, Inc. The Defendant Assets are a particular subset of forfeitable assets that are expensive to maintain and either depreciating in value, secured by liens and/or subject to property taxes that are continuing to accrue significant interest and may be in default. In order to maximize the recovery of fraud proceeds, the United States has determined that these assets must be forfeited as expeditiously as possible.

Rule G(3)(b)(i). The United States will then execute the warrant on the property pursuant to 28 U.S.C. § 1355(d) and Supplemental Rule G(3)(c).

b. The two vehicles titled to David Stuart are not in the government's possession, custody, or control. Therefore, the United States requests that the Court, on finding probable cause, issue an arrest warrant *in rem*, pursuant to Supplemental Rule G(3)(b)(ii). The United States will then execute the warrant on the property pursuant to 28 U.S.C. § 1355(d) and Supplemental Rule G(3)(c).

c. Pursuant to Rule G(3)(a) of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions, and 18 U.S.C. § 985(c)(1), a notice of this forfeiture, as well as a copy of the complaint, shall be posted on each real property and served on the owners of the real property. Thereafter, neither the issuance of a warrant *in rem* nor any other action will be necessary for the Court to establish *in rem* jurisdiction over the subject real properties. 18 U.S.C. § 985(c)(3).

STATUTORY BASIS FOR FORFEITURE

6. The Defendant Assets represent proceeds of a violation of 18 U.S.C. § 1343 and are, therefore, subject to civil forfeiture by the United States, pursuant to 18 U.S.C. § 981(a)(1)(C). Section 981(a)(1)(C) provides for the civil forfeiture of any property, real or personal, which constitutes or is derived from proceeds from any offense constituting "specified unlawful activity" as defined in 18 U.S.C. § 1956(c)(7). 18 U.S.C. § 981(a)(1)(C). Section 1956(c)(7)(A) incorporates the

racketeering offenses under 18 U.S.C. § 1961. A wire fraud offense in violation of 18 U.S.C. § 1343 is a specified unlawful activity under 18 U.S.C. § 1961(1).

7. Additionally, the monetary transactions made to purchase the Defendant Assets, excluding the Rolls Royce Cullinan and 746 Cavan Drive property, were conducted in violation of 18 U.S.C. § 1957 because they were knowingly conducted with more than $10,000 in funds derived from specified unlawful activity (specifically, wire fraud), and, as such, they are subject to civil forfeiture pursuant to 18 U.S.C. § 981(a)(1)(A).

8. Specific facts supporting the forfeiture of the Defendant Assets have been provided by Richard Smith, Special Agent of the Internal Revenue Service, Criminal Investigation, who states as follows:

FACTS

I. OVERVIEW OF WIRE FRAUD SCHEME

9. As set forth in more detail below, Christopher Delgado operated Goliath Venture, Inc. (first as a Florida corporation and later as a Wyoming corporation, collectively "Goliath") as a Ponzi scheme whereby victims were solicited to invest[2] substantial sums of money under false and fraudulent promises of

[2] Goliath's Joint Venture Agreement contained a provision that stated "[t]he Parties acknowledge and agree that this Agreement, and the Joint Venture and activities contemplated hereunder, are not an investment product, investment offering, investment advice, or a security in any way whatsoever." Regardless, many of the victims understood the money they sent to Goliath to be for investment purposes because they expected to receive returns on the money based on Goliath's marketing materials and their contracts.

monthly returns, which were sometimes presented as guaranteed or low risk, generated through cryptocurrency "liquidity pools." Victims were induced to give money to Goliath through personal referrals, professional marketing materials, luxury events, charitable sponsorships, and some monthly payments of purported returns, all of which were designed to establish Goliath's bona fides with investors. Because of these false and fraudulent representations, Delgado and his co-conspirators obtained at least $400 million from more than 1,000 victim investors.

10. Although Delgado and his co-conspirators represented that Goliath would place the funds it obtained from victim investors in cryptocurrency liquidity pools, in reality, investor funds were used to pay purported returns to earlier investors, to return principal to investors who requested it, and for Delgado's personal expenditures. No funds were invested into liquidity pools.

11. For example, between August 2024 and September 2025, Delgado used almost $14 million in victim funds (fraud proceeds) to buy himself residential real properties in the Orlando metropolitan area.

12. Delgado and his co-conspirators took various steps to hide the fraudulent scheme from the investors and to maintain their trust, including: (1) providing investors fabricated statements related to their investment that purported to show returns when there were none, (2) providing investors with bogus explanations for delayed payments and redemptions, and (3) allowing some investors to collect more money from Goliath than they initially invested, which allowed Goliath to

continue operating because investors did not realize their returns were paid from other investors' money.

13. Beginning in late 2025, when investors attempted to withdraw their principal or purported returns, Goliath delayed payments, provided shifting explanations, and ultimately restricted or terminated investor access to purported information about their investments.

II. RELEVANT TERMS

14. A "Ponzi scheme" is a form of investment fraud that involves the payment of purported returns to existing investors from funds contributed by new investors. Ponzi scheme organizers often solicit new investors by promising to invest funds in opportunities claimed to generate high returns with little or no risk. Rather than engaging in any legitimate investment activity, the fraudulent actors focus on attracting new money to make promised payments to earlier investors as well as to divert "invested" funds for personal use.

15. "Fiat currency" is any type of government-issued currency, such as the United States dollar, that is used as legal tender by a specific nation, government, or region's citizens. Fiat currency is not backed by a physical commodity, but instead by the government that issued it.

16. "Cryptocurrencies," such as Bitcoin and USD Coin ("USDC"), are electronically sourced units of value that exist on the internet. USDC is a U.S. dollar-pegged cryptocurrency designed to maintain a value of one U.S. dollar per token.

Cryptocurrencies are generated and tracked through computer software in a peer-to-peer network, rather than issued from a government or other entity. Users of cryptocurrencies send units of value to and from "addresses," which are unique strings of numbers and letters that function like a public account number. Cryptocurrency transactions are recorded on a publicly available, distributed ledger, often referred to as a "blockchain."

17. A "blockchain" is a distributed database maintained across a network of computers. Each transaction is grouped into a "block," which is then cryptographically linked to the previous block, forming a chronological and tamper-resistant chain. Once a transaction is recorded on the blockchain, it cannot be altered or deleted without detection.

18. Cryptocurrency ownership is controlled by cryptographic keys. A "public address" functions similarly to a bank account number and is used to receive cryptocurrency. A corresponding "private key" is required to authorize transactions and transfer cryptocurrency from one address to another. Possession of the private key allows the holder to control and move the cryptocurrency. Private keys may be stored in various forms, including software applications, hardware devices, written records, or cloud-based storage.

19. Cryptocurrency may be stored in digital "wallets," which can exist as applications on computers or mobile devices, online accounts hosted by cryptocurrency exchanges, or specialized physical devices known as hard wallets.

20. A "cryptocurrency exchange," such as Coinbase, is a type of digital currency exchange where cryptocurrency can be bought, sold, and traded for fiat currency or other digital assets.

21. Coinbase is a United States-based cryptocurrency exchange and financial technology company that operates an online platform through which individuals and entities can buy, sell, transfer, store, and manage digital assets, including cryptocurrencies such as Bitcoin and USDC. Coinbase provides hosted digital wallets, brokerage services, and trading functionality that allow users to convert fiat currency into cryptocurrency and vice versa. Coinbase accounts are typically associated with verified user identities and may be linked to bank accounts, debit cards, or other payment methods to facilitate deposits and withdrawals. The platform maintains records of account activity, including transactions, transfers, and balances.

22. A "decentralized exchange" is a peer-to-peer marketplace that connects cryptocurrency buyers and sellers. In contrast to centralized exchanges, such as Coinbase, decentralized platforms are non-custodial, meaning a user remains in control of their private keys when transacting on a decentralized exchange. In the absence of a central authority, decentralized exchanges employ smart contracts that self-execute under set conditions and record each transaction to the blockchain.

23. A "smart contract" is a digital agreement stored and executed on a blockchain network. Smart contracts are programmed to perform specific actions once predefined conditions trigger them.

24. A "liquidity pool" is a crowdsourced pool of coins or tokens that are locked in a smart contract and used to facilitate trades between those assets on a decentralized exchange. Liquidity pools enable users to buy and sell cryptocurrency on decentralized exchanges or "DeFi" platforms, such as Uniswap, without the need for centralized exchange.

25. Liquidity pools are typically funded by individuals who deposit pairs of cryptocurrency tokens into the pool. Depositors typically receive a portion of transaction fees or other incentives generated by trading activity within the pool. Trades conducted through liquidity pools are executed automatically by smart contracts. These formulas adjust the price of assets in the pool based on supply and demand. As trade occurs, the balances of the pooled assets change, and the value of a depositor's share of the pool may increase or decrease accordingly.

26. Goliath, formerly known as Gen-Z Venture Firm, was established in Florida in February 2019. Delgado served as the President and a Director of Gen-Z Venture Firm. In September 2021, Gen-Z Venture Firm changed its name to Goliath. Delgado served as the President and Chief Executive Officer of Goliath.

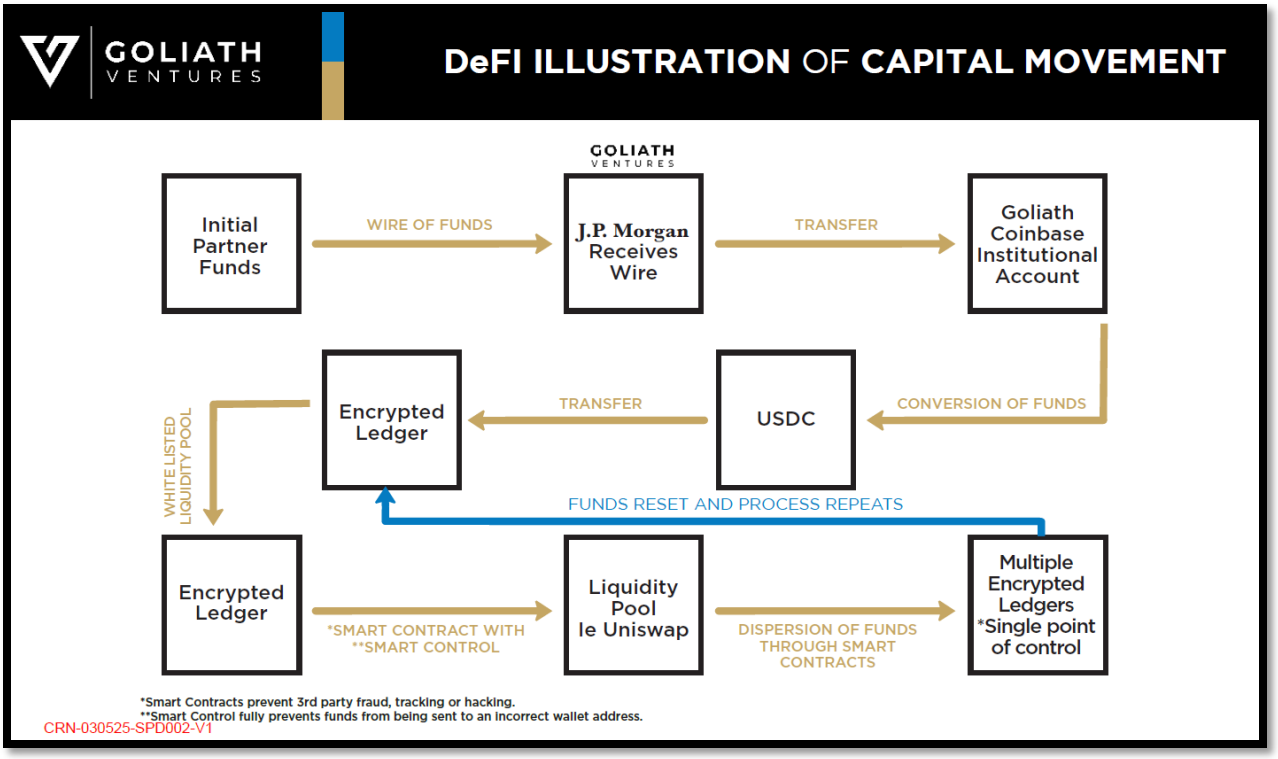
27. According to information provided to potential investors, including marketing materials and Goliath's website, Goliath is "a joint venture private fund

that invested in blockchain and cryptocurrency projects." Goliath further characterized itself as "a pioneering firm specializing in blockchain development and decentralized finance strategies" and purported to leverage "liquidity pools to facilitate passive income generation, enhance market efficiency, and provide qualified investors with access to innovative financial opportunities." Those representations were false.

III. THE WIRE FRAUD SCHEME

A. Solicitation of Investor Funds, Contracts, and Goliath's Online Portal

28. From January 2023 through January 2026, Delgado and Goliath directors falsely told investors through presentations and marketing materials that their funds would move from one of Goliath's traditional bank accounts to Coinbase, then to an "encrypted ledger," and ultimately into liquidity pools where returns would be generated. The following is a representation of Goliath's purported investment cycle as presented to investors through marketing materials.



29. From January 2023 through January 2026, Goliath entered into "Joint Venture Agreements" with victim investors. These agreements were often signed by Delgado on behalf of Goliath. In these agreements, Goliath would "partner" with victim investors and purport to enter a joint venture that would utilize investor funds to make deposits into liquidity pools. The Joint Venture Agreements outlined terms and conditions of the investments, including details about how Goliath would invest in liquidity pools and the distribution of the return on the investors' investment. The Joint Venture Agreements sometimes guaranteed monthly returns ranging from three to eight percent or the return of an investor's principal. Investors were offered the option to withdraw their monthly return or "roll over" monthly returns, increasing

their account balances. Goliath employed associates, known as directors, who were responsible for soliciting investors on behalf of Goliath. Goliath represented to investors that the company would generate its revenue by charging fees to investors.

30. Investors could access their account through an online portal, including a mobile application. Goliath purported to provide investors with regular account updates through their online portals. Those account updates reflected consistent monthly gains.

31. Unfortunately, the account information falsely reflected what Delgado wanted investors to believe. In reality, there were no investment gains. Like the information provided in the investment materials and contracts, the information on the online portal was false and fraudulent as the investors' funds were neither used as promised nor used for any investment activity. Instead, before Delgado spent them, investor funds were maintained as cash in Goliath's bank accounts and cryptocurrency wallets.

B. Goliath's Bank Accounts and Coinbase Wallets

32. Delgado directed investor funds into numerous bank accounts held across different financial institutions. These accounts were used not only to receive deposits directly from investors but also to transfer funds among one another. The investigation further showed that Delgado opened at least 30 bank accounts, often with co-signers, in the names of corporations that Delgado created for the purpose of receiving and moving victims' funds. Investors' funds deposited into one account

were often transferred to other Delgado-controlled accounts. In fact, funds were moved amongst and between accounts so frequently that there often did not appear to be a legitimate business purpose for the transfers.

33. In at least some instances, Delgado appears to have opened new accounts at different banks because his primary gave him notice that it would be closing his accounts. For instance, in June 2025, JPMorgan Chase Bank ("JPMC") closed the Goliath accounts and, in January 2026, Bank of America ("BOA") closed the Goliath accounts that Delgado had opened in late May 2025, presumably after learning JPMC intended to close its Goliath accounts.[3]

34. The financial activity of the accounts revealed a network of JPMC, BOA, Luminate Bank ("LMB"), and City National Bank ("CNB") accounts that either received funds directly from investors or obtained funds through transfers originating from initial investor-funded accounts. The following is a partial list of the business and personal bank accounts funded with proceeds for which Delgado had signatory authority (solely or with others):

#	Bank	Account Name	Account # Ending	Date Opened
1	JPMC	Goliath Ventures Inc	0305	2/11/2022
2	JPMC	Goliath Ventures Inc	2695	1/27/2025
3	JPMC	Goliath Ventures Inc	8119	2/11/2022

[3] Banks close accounts when they are concerned about high-risk or criminal activity, including activity that appears consistent with a Ponzi scheme. Examples of such Ponzi-like activity in Goliath accounts include high volumes of inconsistent deposits (wire transfers); high volumes of rapid, unexplained transfers between accounts; and rapid growth in deposits coupled with a vague business model.

#	Bank	Account Name	Account # Ending	Date Opened
4	JPMC	Kingsmen Group LLC	8893	3/22/2023
5	JPMC	Christopher Delgado	7735	7/18/2022
6	JPMC	Habibi Holdings Inc	5775	2/6/2025
7	JPMC	Habibi HQ LLC	2351	5/29/2024
8	JPMC	Kingsmen International Group	4092	5/28/2024
9	JPMC	Kingsmen Group LLC	9206	3/21/2024
10	JPMC	GVI International Inc	7812	6/20/2025
11	BOA	Christopher & Andie Delgado	0514	2/24/2012
12	BOA	Goliath Ventures Inc	9136	5/15/2025
13	BOA	Goliath Ventures Inc	9149	5/15/2025
14	BOA	GVI International Inc	0475	5/20/2025
15	BOA	GVI International Inc	0488	5/20/2025
16	BOA	Goliath Ventures Inc	3605	5/20/2025
17	BOA	Habibi HQ LLC	8364	5/20/2025
18	BOA	Habibi HQ LLC	8377	5/20/2025
19	BOA	Christopher Delgado	2609	6/24/2025
20	LMB	Built Different Enterprise LLC	2023	8/27/2025
21	LMB	Christopher Delgado or Nadia Bringas	2082	8/27/2025
22	LMB	Goliath Ventures Inc	1345	8/14/2025
23	LMB	Goliath Ventures Inc	1353	8/14/2025
24	LMB	Goliath Ventures Inc	1892	8/22/2025
25	LMB	GVI International Inc	1973	8/27/2025
26	LMB	Habibi HQ LLC	2015	8/27/2025
27	LMB	Kingsmen International Group LLC	2074	8/27/2025
28	LMB	Kingsmen Group LLC	2058	8/27/2025
29	LMB	GVI International Inc	1981	8/27/2025
30	LMB	Habibi Holdings LLC	2031	8/27/2025
31	CNB	GVI International Inc.	9574	12/18/2025
32	CNB	Christopher Delgado	3966	1/5/2026

35. As accounts were closed, Delgado systematically transitioned to other financial institutions to ensure the continued flow of investor funds and maintain the

ongoing operation of the scheme. As will be addressed below, some of these accounts were subsequently used to promote the scheme, live a lavish lifestyle, purchase high-value assets such as vehicles, real property, and jewelry, and pay investors using investor money rather than legitimate business revenue.

36. As referenced above, while in operation, Goliath held business bank accounts at JPMC and BOA, including a JPMC account ending in 0305 (“JPMC 0305”) and a BOA account ending in 9136 ("BOA 9136").

37. Delgado was the sole signatory on Goliath’s JPMC 0305 account, which meant that he had ultimate control of the account. Goliath directors told at least one investor that Delgado determined how investor funds would be allocated and directed transfers from Goliath accounts. In addition, bank records establish that Delgado used funds from this account for several personal expenditures, including the purchase of some of the Defendant Assets as discussed below. The fact that Delgado used the account to fund his personal expenses also demonstrates that he had ultimate control of the account.

38. Delgado also was a co-signer on Goliath’s BOA 9136 account. While other individuals may have had access to the account, Goliath directors told at least one investor that Delgado controlled the account and that he determined how investor funds would be allocated and directed transfers from the account. In addition, Delgado used funds from the account for several personal expenditures, including the purchase of some of the Defendant Assets. As with Goliath’s JPMC

0305 account, Delgado's use of Goliath's BOA 9136 account to fund his personal expenses demonstrates that he had ultimate control of the account.

39. Delgado was the sole signatory on Goliath's Coinbase wallets. Goliath directors told at least one investor that Delgado determined how investor funds were allocated and directed transfers from this wallet.

40. Funds sent to Goliath from investors were primarily deposited into the JPMC 0305 account or the BOA 9136 account or transferred directly to Goliath's wallets at Coinbase. For example:

a. From January 2023 through June 2025, approximately $253 million was deposited into the JPMC 0305 account.

b. From May 2025 through September 2025, approximately $75 million was deposited into the BOA 9136 account.

c. From January 2023 through January 2026, approximately $62 million was received by Goliath's wallets at Coinbase.

41. From January 2023 to September 2025, approximately $165 million was sent to Goliath's Coinbase wallets from the JPMC 0305 account and the BOA 9136 account.

a. From January 2023 through June 2025, approximately $123 million from the JPMC 0305 account to Goliath's wallets at Coinbase.

b. From May 2025 through September 2025, approximately $42 million from the BOA 9136 account to Goliath's wallets at Coinbase.

C. The Fraud

42. Delgado, individually and through authorized representatives, made the following false and fraudulent representations to victim investors to induce them to give money to Goliath purportedly for deposits into cryptocurrency liquidity pools:

a. Goliath's marketing materials represented to investors that their funds would be deployed into a structured and actively managed DeFi liquidity pool strategy, primarily focused on USDC pairing on Uniswap. The materials described sophisticated risk management tools—including stop-loss mechanisms, slippage monitoring, and centralized exchange hedging—and portrayed the strategy as a disciplined, yield-generating liquidity pool program designed to benefit accredited investors. These representations were materially false and misleading because, despite raising approximately hundreds of millions of dollars from investors, Goliath deployed only about $1 million into any liquidity pool. The overwhelming majority of investor funds were not used in the liquidity pool strategy described in marketing materials, directly contradicting the core representations that investor capital would be allocated to and managed within such DeFi liquidity pools.

b. The Joint Venture Agreement ("Agreement"), which Goliath commonly presented to investors, falsely represented to the victim investors that their

funds would be invested into cryptocurrency liquidity pools. The Agreement falsely assured the investors that the liquidity pools would run on one or more exchanges (such as Uniswap).

c. The Agreement falsely represented to the investors that any profits generated from a Venture would be distributed on a monthly basis and that the investor had the option of selecting either a monthly payout or a monthly rollover wherein the profits would be reinvested.

d. The Agreement falsely represented to the investors that an investment in a Venture would generate a monthly return on investment of three to eight percent. Returns were sometimes described as guaranteed, and some investors were told that their principal was guaranteed.

e. The Agreement falsely represented to investors that they could remove their money at any time.

f. Delgado often signed these contracts on behalf of Goliath.

g. Goliath provided investors with access to an online account portal that purported to display real-time account activity, including invested principal and returns earned. While the amounts of principal "invested" (received by Goliath) were accurately reflected, the reported returns were materially false and misleading. In reality, little to no investor funds were deployed into the investment strategy described, and the "returns" displayed in the portal were not generated from actual trading or liquidity pool activity. Instead, the returns were artificially

calculated and manipulated to match the rate of return offered to each investor, creating the false appearance of legitimate investment performance.

43. Based on analysis of bank records and blockchain for the period January 2023 through January 2026, Goliath did not invest any investor funds in cryptocurrency investments. Instead, Goliath used investor funds to pay phony returns to earlier investors. Despite false representations to investors, investor funds were either held in traditional bank accounts or, if they converted to cryptocurrency, were held as USDC, a cryptocurrency "stablecoin" which is pegged to the United States dollar.

44. Chainalysis Government Solutions, LLC ("CGS") [4] analyzed the flow of cryptocurrency related to Goliath's known cryptocurrency wallets, including relevant documents from Coinbase exchange and investors, through a blockchain analysis. CGS analysis confirmed that investor funds were moved between traditional accounts or converted to USDC, but they were not deposited into liquidity pools. The funds from Goliath's cryptocurrency wallets were transferred to wallets held by representatives of Goliath and to wallets held by investors.

45. For example, from January 2023 through June 2025, approximately $50 million from the JPMC 0305 account was sent to investors purportedly as returns on investments. Although Goliath falsely represented that these payments were returns

[4] CGS provides blockchain analysis and investigation software (Reactor) to government agencies. Reactor allows investigators to trace and visualize, across multiple blockchains, transactions linked to criminal activity.

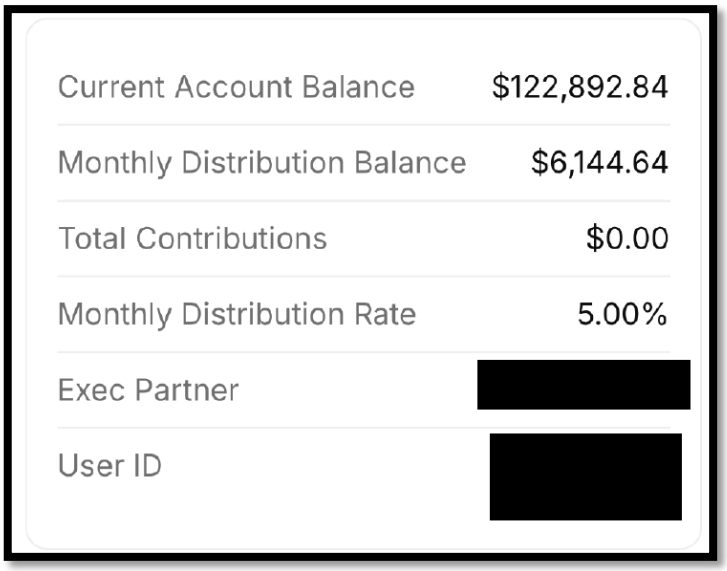
on investments, they primarily were funded with money held in the JPMC 0305 account that investors sent to Goliath for investing purposes. They were not returns from any investment activity.

46. From May 2025 through September 2025, approximately $11 million from the BOA 9136 account was sent to investors purportedly as returns on investments. These funds primarily originated from funds held in the BOA 9136 account that investors sent to Goliath for investing purposes and were not returns from any investment activity.

47. Funds from investors were also used to pay for Goliath's corporate spending, including payments for corporate credit cards, extravagant business gatherings, and luxury travel, including more than $12 million on chartered flights, ground transportation and events. In December 2025, at a time when he was telling investors he could not return money to them because of audits, banking issues, and compliance matters, Delgado paid approximately $9 million to host a Goliath Christmas party in Miami.

48. Investors' balances and returns reflected in the Goliath accounts, as provided to investors through Goliath's online portal, were fictitious and not tied to actual investment of their money in a liquidity pool. Instead, balances were artificially manipulated to reflect promised returns, creating a false appearance of consistent profitability. For example, account overviews for Goliath investors reflected "Monthly Distribution Rates" and "Monthly Distribution Balances" that

purported to reflect returns on investment. In reality, there were no such returns. An example of a Goliath account overview is pictured below; it demonstrates that the information provided to investors was simplistic and did not show any investment- or liquidity-pool-specific particulars.



D. Investor 1

49. Investor 1, a resident of Seminole County, Florida, lost approximately $720,000 after being solicited by Goliath and being given false promises about how investor money would be used.

50. Investor 1 was introduced to Goliath through an acquaintance, who told Investor 1 that he had invested approximately $1,000,000 with Goliath and was receiving consistent monthly returns. The acquaintance introduced Investor 1 to a representative of Goliath. During an in-person meeting in Seminole County, Florida, the Goliath representative and the acquaintance presented Investor 1 with an

investment opportunity described as participation in cryptocurrency liquidity pools with guaranteed monthly returns of seven percent.

51. Investor 1 was instructed to establish a Coinbase account to receive payouts. In March 2023, he initially invested $10,000 and received a first-month payout of approximately $700, representing a seven percent monthly return. The initial payment and subsequent payments were timely and consistent, which reinforced Investor 1's belief that the investment was legitimate and low risk.

52. Goliath's agreement with Investor 1 was memorialized in a "Joint Venture Agreement" on June 23, 2023. Delgado signed the agreement on behalf on Goliath. The agreement falsely represented that the funds would be invested in liquidity pools:

> **3. JOINT VENTURE**
>
> 3.1. In executing this Agreement, the Parties have agreed to enter a joint venture for the purpose of carrying out the particular project of utilizing their cryptocurrencies by making Contributions into liquidity pools which shall run on one or more exchanges (such as Uniswap) and shall involve the pairing of a combination of cryptocurrencies to exchanges wherein, in lieu of interest, an exchange pays exchange fees for the use of the pairing to create liquidity. Each liquidity pool that the Parties collectively decide to contribute to shall be considered a "**Venture**".

53. The agreement also set forth the so-called "Distribution of Profits" and guaranteed a return of seven percent monthly:

> **6. DISTRIBUTION OF PROFITS**
>
> 6.1. From any profits that are made, the distribution of profits will be as follows:
>
> 6.1.1. The Partner shall be entitled to monthly profits generated by its Contributions, ("**Profit(s)**"):
>
> 6.1.1.1. **For Ethereum, Bitcoin, and USDC:** profit margins will deliver 7% monthly, paid in USDC.

54. In December 2023, Investor 1 attended a Goliath-hosted investor event at the Four Seasons Resort in Orlando, Florida. The event was extravagant and professionally organized, with numerous attendees—further reinforcing Investor 1's belief that Goliath was a legitimate, well-capitalized enterprise.

55. In May 2024, Investor 1 became involved with a charitable organization and learned that Goliath was a major sponsor. Through this involvement, Investor 1 met Delgado, whose public association with charities and community events further induced Investor 1 to believe Goliath was a legitimate business.

56. Based on the representations about the cryptocurrency liquidity pool investment made by the Goliath representative and the acquaintance and the consistency of the early payouts, Investor 1 continued investing additional funds and reinvesting purported returns. Between mid-2023 and late-2024, Investor 1 invested approximately $720,000. Of this amount, approximately $420,000 was transmitted via domestic wire transfers from Investor 1's personal bank account, and approximately $300,000 was transmitted via cryptocurrency transfers from Investor 1's Coinbase account to wallet addresses provided by Goliath. Specifically, on or about the following dates, Delgado, for the purpose of executing the wire fraud scheme and for obtaining money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly, and with intent

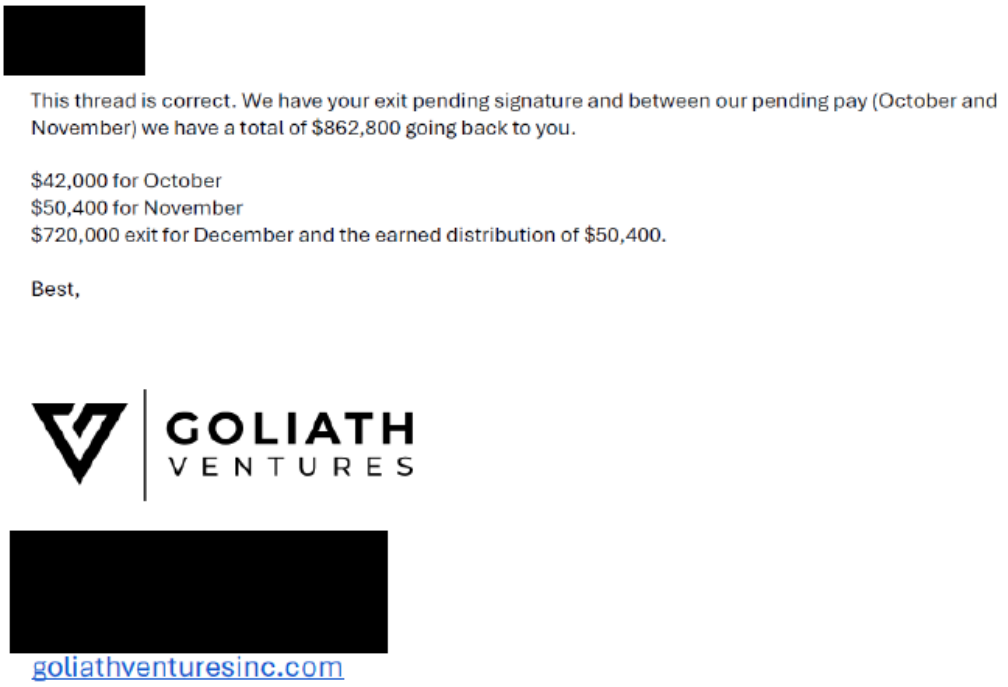
to defraud, cause Investor 1 to transmit by means of wire in interstate commerce, the following funds:

a. $40,000 on February 1, 2024; and

b. $110,000 on March 26, 2025.

57. In late 2025, Goliath began delaying payments to the victim investors and attributed the delays to audits, banking issues, and compliance matters. Despite repeated assurances made by Goliath that payments would resume, the explanations changed over time, and no supporting documentation was provided. Investor 1 was advised that payments would resume on or about December 18, 2025, however, no additional payments were ever made.

58. In early January 2026, Investor 1 requested an exit from the "Joint Venture" with Goliath and requested a return of $862,000 in principal and accrued returns. On January 9, 2026, Goliath represented that his funds would be returned:



This thread is correct. We have your exit pending signature and between our pending pay (October and November) we have a total of $862,800 going back to you.

$42,000 for October
$50,400 for November
$720,000 exit for December and the earned distribution of $50,400.

Best,

GOLIATH
VENTURES

[redacted]
goliathventuresinc.com

59. After Investor 1 contacted his bank to request wire reversals[5] and filed a police report with the Seminole County Sheriff's Office, Goliath was contacted by Bank of America regarding the reversal. Shortly thereafter, Investor 1 received a hostile text message from the Goliath representative, stating, "What are you doing man? You recalled funds from Bank of America from May?", demonstrating awareness of the bank inquiry and an attempt to challenge Investor 1's efforts to recover his funds. Investor 1's attempts to recover the funds have been unsuccessful.

[5] A wire reversal is a process where the bank that receives a wire transfer returns the funds to the sender's bank. This usually occurs when the receiving bank does not accept the incoming funds. Typically, wires cannot be reversed after the receiving bank has accepted the incoming funds.

60. By January 2026, Goliath had stopped responding to Investor 1's communications and blocked the investor's access to the Goliath investor application.

E. Investor 2

61. The experience of Investor 2, a resident of Orange County, Florida, demonstrates that Goliath operated as a Ponzi scheme. Investor 2 received his money back, plus the returns he was promised, despite Goliath not using his money as promised. Further, Investor 2's experience shows Delgado's personal involvement with Goliath investors, including pressuring Investor 2 to leave his funds with Goliath.

62. Investor 2 was referred to Goliath by a representative of Goliath, who told Investor 2 about the representative's own investment with Goliath and about how the monthly returns he received were very good. The representative also stated that Investor 2 could request his principal investment back from Goliath at any time.

63. Prior to investing in Goliath, in July 2024, Investor 2 met with the Goliath representative and Delgado at a restaurant located in Orlando, Florida. During the dinner, Delgado told Investor 2 about the investment opportunity with Goliath. The investment purportedly utilized liquidity pools and involved money markets and the buying and selling of stock pertaining to cryptocurrency.

64. In August 2024, Investor 2 invested $1 million with Goliath. The monthly rate of return was five percent, per Investor 2's contract.

65. In November 2024, Investor 2 spoke to the Goliath representative and Delgado about opportunities involving cryptocurrency. Investor 2 invested an additional $15 million with Goliath in December 2024. The terms of the contract regarding Investor 2's additional investment stated there would be a seven percent monthly return for six months and then a seven and a half percent monthly return for the next six months.

66. In December 2024, Investor 2 attended a Christmas party hosted by Goliath. During the party, Delgado made an announcement to the attendees that Goliath had secured insurance and a fidelity investment bond that would cover the principal investments made by investors.

67. After Delgado made the announcement about the insurance and the fidelity bond at the 2024 Christmas party, Investor 2 asked to view documentation pertaining to the insurance and the bond. Delgado declined Investor 2's request for the documentation because of potential disclosure of personal information. Delgado's refusal caused Investor 2 to become uneasy about his investment with Goliath. After Delgado declined Investor 2's request to view the documentation, Investor 2 requested the return of his principal investment.

68. Delgado sent Investor 2 an email detailing that Delgado was not pleased with Investor 2's request for the return of his principal investment. On January 24, 2025, Delgado emailed Investor 2 stating:

> I received your request for a full return of your partnership funds with Goliath. There are two quick points I would like to address before proceeding.
>
> #1 - Per our agreement, the percentage honored on Goliath's part was solely based on maintaining an account over $10M USD (addendum attached)
>
> #2 - Per our conversation, I only allowed such increase in percentage because of the time frame in which you had agreed to have in Goliath.
>
> From the viewpoint of the company, you are taking advantage of the opportunity we have allowed you to be a part of. Secondly, you are not honoring our conversation nor our agreement. At the end of the day, you are completely entitled to your funds, but you are NOT entitled to engage and re-engage with Goliath at your discretion. That is completely up to the company.
>
> We will start to reconvert your funds on Monday back to USD from USDC per your request BUT you will forfeit the January distribution since our agreement and our personal conversation was broken. Secondly, if you wish to re-engage with Goliath, it will be at the SOLE discretion of me and will be at a rate of 1% per month with zero increase based on account value.
>
> I will give you til Sunday to decide if you should liquidate your whole account and if I do not hear from you, we will terminate your agreement and start to wire back your funds next week.

69. In February 2025, Goliath sent Investor 2 a total of approximately $7.1 million; it sent an additional $10.6 million in March 2025. These funds represented the return of Investor 2's principal investment and purported returns on investment.

F. Other Victims

70. Since Delgado was charged in February 2026,[6] approximately 700 investors have completed detailed online victim questionnaires describing their investments, losses, communications with Delgado and others at Goliath, and related supporting information. In addition to the questionnaire responses, investigators have received and reviewed more than 800 emails from investors and potential victims. Investigators have also reviewed extensive supporting documentation submitted by investors, including investment records, account statements, wire transfer records, communications, contracts, screenshots. And, to fully understand the scheme and its impact on victims, investigators have been interviewing investors in Florida as well as throughout the United States and Canada.

71. The financial impact on victims has been substantial and, in many cases, devastating. Numerous victims reported investing significant portions of their life savings, retirement accounts, home equity, and other personal assets into the scheme based on representations made by Delgado and others. As a result of the losses sustained, many victims have experienced severe financial hardship, including depletion of retirement funds, inability to meet financial obligations, and uncertainty regarding their long-term financial security.

[6] *See United States v. Christopher Delgado*, Case No. 6:26-mj-01240-LHP.

72. Many victims reported that they continued investing additional funds based on repeated assurances and representations made by Delgado and others, which further increased the financial and emotional harm suffered. One victim, who along with his spouse had invested—and lost—nearly everything, shared that what made their now desperate financial position even more painful was that they trusted Delgado. Every time the couple called Delgado or the Goliath Director with whom they worked, they reassured the couple that everything was okay, that it was only a banking issue, and that the payment was coming. Delgado and the Director repeatedly asked them not to remove their money and continued making promises that things would soon be corrected.

IV. PURCHASE OF ASSETS WITH FRAUD PROCEEDS

73. Between January 2023 and December 2025, Delgado's sole source of income was Goliath, and Goliath's sole source of revenue was the wire fraud scheme. As discussed above, throughout the course of the scheme, Delgado moved fraud proceeds amongst and between at least 30 corporate accounts over which he had signatory authority, allowing him to redistribute the funds and continue the operation of the scheme. Most of these transfers between accounts exceeded $10,0000. Despite the repeated movement of funds through and between these accounts, the source of the funds was victim investments (fraud proceeds) generated through the Ponzi scheme.

74. The five accounts below each received funds directly from victim investors as detailed below (rounded), which eventually made their way into the accounts used to fund the purchase or lease of the Defendant Assets and/or loan payments related to the Defendant Assets:

Acct. Holder	Acct No. Ending	Date Range	Victim Deposits
Goliath	JPMC 0305	January 2023-June 2025	$253,000,000.00
GVI International	JPMC 7812	June 2025-September 2025	$8,500,000.00
Goliath	BOA 9136	August 2025-September 2025	$75,000,000.00
GVI International	BOA 0475	August 2025-September 2025	$22,000,000.00
Goliath	LMB 1353	August 2025-October 2025	$41,900,000.00

75. On February 11, 2022, Delgado retitled JPMC 0305 to the name of Goliath Ventures Inc.;[7] it served as a main account into which victims deposited their investment funds. As discussed earlier, from January 2023 through June 2025, approximately $253 million was deposited into JPMC 0305, all of which was money victims deposited based upon fraudulent representations by Delgado and Goliath. The deposits and transfers frequently exceeded $10,000.00. In May 2025, in anticipation of JPMC 0305 being closed by the bank, approximately $368,000 was transferred from JPMC 0305 to Goliath's BOA 9136, which as reflected in the chart above also received $75 million directly from victim investors.

[7] Delgado originally opened JPMC 0305 on August 17, 2020 on behalf of Gen-Z Venture Firm. In September 2021, Gen-Z Venture Firm changed its name to Goliath.

76. On or about May 15, 2025, Goliath BOA 9149 was opened listing Delgado as President, as well as the Controller of Goliath, and another employee as signers on the account. Between May 2025 and September 2025, BOA 9149 received approximately $18.7 million in deposits from BOA 9136, which as just discussed received $75 million in fraud proceeds directly from victims. BOA closed this account in January 2026.

77. On or about June 20, 2025, GVI International Inc. opened JPMC account ending in 7812 ("JPMC 7812"), listing Delgado and Goliath's Controller, as signers on the account. According to public records from the State of Wyoming, GVI International was incorporated in May 2025, a month before JPMC 7812 was opened. Corporate records indicate Delgado was President of GVI International.

78. Between June 2025 and September 2025, JPMC 7812 received approximately $8.5 million in deposits from victim-investors directly and over $12.2 million from BOA, JPMC and LMB accounts listed in the chart above, which were also funded by victim-investors. Specifically, fraud proceeds were transferred into JPMC 7812 from other victim-funded accounts as follows:

a. from June 2025 through August 2025, approximately $10 million from BOA 0475;

b. on July 18, 2025 approximately $2 million from BOA 9149; and

c. on September 8, 2025, approximately $225,000 from LMB 1892.

79. On or about August 14, 2025, after BOA indicated it would be closing Goliath's accounts, Goliath LMB account ending 1353 ("LMB 1353") was opened listing Delgado and the Controller as signers on the account. Between August 2025 and November 2025, LMB 1353 received approximately $41.9 million in victim deposits. It also received approximately $13.8 million in transfers from victim-funded accounts, as described below:

a. from August 2025 through September 2025, approximately $7.8 million was transferred from BOA 9136; and

b. from August 2025 through September 2025, approximately $6 million was transferred from JPMC 7812.

80. On or about August 22, 2025, Goliath's LMB account ending 1892 ("LMB 1892") was opened listing Delgado and Goliath's Controller as signers on the account. Between August 2025 and November 2025, LMB 1892 received approximately $7 million in deposits. LMB 1892 was exclusively funded with transfers from LMB 1353, which as discussed above was funded with fraud proceeds.

81. Delgado used approximately $5.8 million of the fraud proceeds in these accounts to purchase luxury goods rather than invest in liquidity pools as promised. For instance, he spent (approximately) $2 million at Louis Vuitton, $1 million at

Mayors, $1.3 million at Tiffany & Co., $1.4 million at Audemars Piguet, and $100,000 at Cartier.[8]

82. Delgado also used fraud proceeds from these accounts to purchase real property and vehicles. Between August 2024 and September 2025, he spent almost $17 million to buy five homes and office space. And between January 2023 and April 2025, he spent more than $2.5 million to purchase, lease, or pay off loans on eleven vehicles. Each of these purchases or loan satisfactions, except for the purchase of the Rolls Royce Cullinan, was a monetary transaction knowingly conducted by Delgado with more than $10,000 in proceeds of wire fraud, in violation of 18 U.S.C. § 1957. In addition, Delgado used fraud proceeds to make mortgage payments on a home he had purchased in 2021. The chart below lists the Defendant Assets as well as their purchase price and acquisition date.

Acquisition Date	Defendant Asset	Purchase Price
9/5/2025	5271 Isleworth Country Club Drive, Windermere, FL	$8.5 million
7/31/2025	141 S. Phelps Avenue, Winter Park, Fl	$3.2 million
5/29/2025	189 S. Orange Avenue, Unit 1800S, 1810S, 1820S & 1870S, Orlando, FL	$3.2 million
4/22/2025	2025 Lamborghini Revuelto	$719,517.01
4/21/2025	2024 Rolls Royce Ghost	$379,995
4/9/2025	2024 Bentley Bentayga	$285,540
3/30/2025	2024 Lamborghini Huracán EVO Spyder	$473,723
3/19/2025	2025 Cadillac Escalade V	$238,561.25
3/4/2025	2024 Lincoln Navigator L	$125,862.37
2/13/2025	17416 Bal Harbour Drive, Winter Park, FL	$740,000

[8] Delgado has surrendered many of these items to the United States. The United States will forfeit them in a separate proceeding. Investigators are also working to locate and seize additional assets subject to forfeiture.

Acquisition Date	Defendant Asset	Purchase Price
12/5/2024	222 Pawnee Trail, Kissimmee, Fl	$862,500
8/5/2024	7333 Bella Foresta Place, Sanford, FL	$1.65 million
4/12/2024	1951 Mercury	$52,000
1/12/2024	2017 Mercedes Benz C300	$15,000
10/27/2023	2023 Rolls Royce Cullinan	$472,350
9/5/2023	2022 Mercedes Benz Sprinter	$235,804.96
10/23/2022	2022 GMC Sierra HD	$93,963
12/20/2021	746 Cavan Drive, Apopka, FL	$725,000

A. Real Property

1. The real property located at 5271 Isleworth Country Club Drive, Windermere, Florida 34786, titled in the name of Christopher Delgado

83. On September 5, 2025, Delgado bought 5271 Isleworth County Club Drive, Windermere, Florida 34786 ("the Isleworth Property") for approximately $8,500,000. It is a 7-bedroom, 10.5-bathroom home with approximately 11,400 square feet, situated on a 1.17 acre lot on the Isleworth Country Club golf course. Below are pictures of the luxury residence:





84. On July 30, 2025, Delgado directed an electronic transfer of $500,000 from BOA 9136, which was funded with fraud proceeds, to an Orlando law firm that he retained to represent him in purchasing the Isleworth Property.

85. On September 4, 2025, Delgado directed an electronic transfer of $5,628,569.57 from LMB 1353 to the law firm, again using fraud proceeds to fund his purchase of the Isleworth Property.

86. To complete the purchase, he directed a final electronic transfer of $2,320,010.49 from LMB 1353 to the law firm.

87. The entire purchase price was paid with fraud proceeds, funds he obtained from victims who believed they were investing in liquidity pools.

88. For 2025, Delgado owed $78,658.86 in property taxes on the Isleworth Property. He never paid them.

2. The real property located at 141 S. Phelps Avenue, Winter Park, Florida 32789, titled in the name of Christopher Delgado and Andie Delgado

89. Approximately two weeks before he bought the Isleworth Property for $8,500,000, on July 14, 2025, Delgado directed an electronic transfer of $325,000 from BOA 9136 to Secured Land Transfer LLC, the title company that handled the closing for his purchase of the real property located at 141 S. Phelps Avenue, Winter Park, Florida 32789 ("Phelps Property") for approximately $3,200,000. The property was titled to Delgado and his wife, Andie Delgado.

90. The Phelps Property, which is pictured below, is a six-bedroom, six-bathroom, luxury home with almost 6,000 square feet of living space and a pool, in the exclusive Windsong community.



91. On July 30, 2025, Delgado directed an electronic transfer of $942,365.68 from BOA 9136 to Secured Loan Transfer toward the purchase of the Phelps Property.

92. On or about July 31, 2025, Delgado completed the purchase of the Phelps Property, relying on a $1,995,000 mortgage from Luminate Bank to pay the remaining amount due at closing.

93. Luminate Bank sold the loan immediately after closing. Delgado paid at least $51,626.64 in payments to Carrington Mortgage Services using fraud proceeds:

a. a $17,208.89 payment made from BOA 9149 in August 2025;

b. a $17,208.89 payment from LMB 1892 in September 2025; and

c. a $17,208.88 payment from LMB 1892 in November 2025.

Because the taxes were escrowed by the mortgage company, the 2025 property taxes have been paid. However, Delgado has stopped paying the mortgage.

3. The real property located at 17416 Bal Harbour Drive, Winter Garden, Florida 34787, titled in the name of Habibi Holdings LLC

94. Approximately five months before he bought the Phelps Property, on February 13, 2025, Delgado purchased 17416 Bal Harbour Drive, Winter Garden, FL 34787 (the "Bal Harbour Property") for $740,000. Delgado titled the house to Habibi Holdings LLC, which he formed on or about January 23, 2025. The home, which is pictured below, is a five-bedroom, 4.5-bathroom home located in the Waterside on Johns Lake subdivision, which has a clubhouse, fitness center, pool, and recreation facilities:



95. Between January and February 2025, Delgado directed multiple electronic transfers from JPMC 0305, totaling $254,242.22, to Hometown Title Group Inc, to fund the purchase of the Bal Harbour Property. The first transfer was for $10,000 on January 22, 2025. Then, on February 13, 2025, he authorized a $224,225.03 transfer and a $20,017.19 transfer.

96. To fund the remainder of the purchase price and closing costs, Delgado obtained a $518,000 mortgage.

97. Delgado paid at least $45,245.90 in mortgage payments with fraud proceeds:

a. on March 31, 2025, he made a $ 4,524.59 payment from JPMC 5775;

b. from June 2025 through January 2025, he paid a total of $31,672.14 from BOA 7459; and

b. from October 2025 through November 2025, he paid a total of $9,049.18 from LMB 2031.

4. The real property located at 222 Pawnee Trail, Kissimmee, Florida 34747, titled in the name of Christopher Delgado

98. On September 25, 2024, Delgado directed an electronic transfer of $20,000 from JPM 0305 to Florida Guardian Title & Escrow, the title company that handled the closing on his purchase of the real property located at 222 Pawnee Trail, Kissimmee, Florida 34747 ("Pawnee Property"). Delgado bought the house on December 6, 2024 for $1,115,000. The Pawnee Property, pictured below, is a Mediterranean-style, single-story house with more than 6,500 square feet of living space. It is located in the Happy Trails Equestrian Community on a 5-acre lot on the Champions Gate's National Golf Course.



99. On November 15, 2004, Delgado directed a $475,000 electronic transfer from JPMC 8893 to the title company.

100. Finally, on December 6, 2024, Delgado directed an electronic transfer of $21,000 from JPM 0305 to the title company, bringing his total down payment on the property to $316,000—all of which was fraud proceeds.

101. The same day, Delgado closed on the purchase of the Pawnee Property. To cover the remaining purchase price and closing costs, he obtained a $862,500 mortgage for the Pawnee Property from Newrez LLC.

102. Delgado paid at least $87,815.28 in monthly payments towards the Newrez LLC mortgage from the accounts funded with fraud proceeds:

a. from February 2025 through May 2025, he made $35,160.48 in payments from JPMC 0305.

b. from June 2025 through September 2025, he made $35,118.76 in payments from BOA 9136.

c. From October 2025 through November 2025, $17,536.04 in payments were made from LMB 1892.

5. The real property located at 189 S. Orange Avenue, Orlando, Florida 32801, Units 1800S, 1810S, 1820S, and 1870S, titled in the name of Habibi HQ LLC, a Wyoming limited liability company

103. On May 29, 2024, Delgado purchased Units 1800S, 1810S, 1820S, and 1870S, along with approximately 30 parking spots, in the Plaza South Tower, a 20-story Class A office building, located at 189 S. Orange Avenue, in downtown Orlando ("Plaza South Units"). The building is pictured below. The Plaza South Units are on the 18th floor and total approximately 12,000 square feet (roughly two-thirds of the 18th floor).



104. Delgado bought the Plaza South Units for $3,200,000 million to serve as Goliath's headquarters. *Orlando Business Journal*, which had interviewed Delgado about the purchase, reported on July 15, 2025, that the design and buildout of the space was expected to cost an additional $5 million and be finalized by the end of 2025. https://www.bizjournals.com/orlando/news/2025/07/15/goliath-ventures-blockchain-chase-plaza-giving.html

105. In or around March 2024, Delgado decided to purchase the Plaza South Units. He retained a law firm in Orlando to represent him in the transaction. In preparation for the purchase, on May 2, 2024, he created Habibi HQ LLC to hold title to the Plaza South Units.

106. The Plaza South Units were purchased entirely with fraud proceeds. Approximately $3,100,000 of the purchase price was paid with proceeds of a loan from JPMC that was secured and later satisfied with fraud proceeds moved through JPMC 0305. The remaining $100,000 came directly from JPMC 0305.

107. On or about March 13, 2024, Delgado transferred $10 million into JPMC U-9005 from JPMC 0305. As previously noted, JPMC 0305 received approximately $253 million from victim investors. It appears that the $10 million deposited into U-9005 served as collateral for a $9.4 million loan that Delgado subsequently obtained from JPMC.

108. On or about March 26, 2024, $7 million in loan proceeds were deposited into JPMC account ending 9206 held by Kingsmen Group LLC and controlled by Delgado. The same day, the $7 million was transferred to a Dubai-based account under Delgado's control at Emirates NBD Bank.

109. Those funds were subsequently transferred back to the United States to fund the purchase of the Plaza South Units, a purchase Delgado intended to make when he transferred the funds to Dubai.

110. Delgado traveled to Dubai multiple times, purportedly on Goliath business. He posted pictures of his travel to Dubai on social media, presumably to add legitimacy to his claims that he was a successful businessman with professional connections and business in Dubai.

111. In actuality, Delgado was not conducting legitimate business for Goliath in Dubai. Despite this fact, he spent millions of dollars of fraud proceeds on chartered flights, luxury accommodations, and high-end vehicles (a 2023 Ferrari 296 GTS and a 2023 Cadillac Escalade) to drive while in Dubai.

112. On May 10, 2024, Delgado wired $1,000 from his Emirates Bank account to his law firm in Orlando as a test. After wire transaction fees, the law firm received $990. Seeing that the transaction was successful, Delgado transferred an additional $3,099,990 (after fees) from his Emirates Bank account to his law firm. In all, on May 10, 2024, the law firm received $3,100,980 from Emirates Bank.

113. Then, on May 28, 2024, Delgado authorized the final $100,000 needed for the closing to be wired to his law firm from JPMC 0305.

114. In or about September 2025, Delgado paid off the outstanding loan balance using the $10 million that had been held on deposit at JPMC. But for having the $10 million in funds obtained by investor victims as collateral for the loan, Delgado would not have obtained it. Therefore, $7 million transferred to Emirates Bank in Dubai, the $3,100,980 million transferred from Emirates Bank to the Orlando law firm, and the Plaza South Units are all traceable to fraud proceeds.

6. The real property located at 7333 Bella Foresta Place, Sanford, Florida 32771, titled in the name of Christopher Alexander Delgado

115. On June 11, 2024, Delgado directed an electronic transfer of $25,000 from JPMC 0305 to Citrus Closing, the title company that handled Delgado's purchase of the real property located at 7333 Bella Foresta Place, Sanford, Florida 32771 ("Bella Foresta Property"). This transfer was the first of two payments that funded the down payment for his $1,650,000 purchase of the Bella Foresta Property.

116. The Bella Foresta Property, pictured below, is an exquisite Mediterranean-inspired pool home nestled on a lush 1-acre wooded lot in the exclusive, gated Bella Foresta community. It has 5 bedrooms and 6.5 bathrooms, including a private courtyard and guest casita, for a total of nearly 5,500 square feet of living space.



117. On August 5, 2024, the day of the closing, Delgado directed an electronic transfer of $358,890.46 from JPM 0305 to Citrus Closing. Because, as discussed above, JPMC 0305 was funded with victim money, the full 383,890.46 down payment was made with fraud proceeds.

118. On the same date, Delgado obtained a $1,320,000 mortgage from Change Lending, LLC to fund the remaining purchase price.

119. Delgado paid monthly mortgage payments totaling $149,217.95 to Selene Finance, the loan servicer, using victim funds:

a. from November 2024 through May 2025, he made $80,231.21 in payments from JPMC 0305;

b. from June 2025 through September 2025, he made $45,991.16 in payments from BOA 9136; and

c. from October 2025 through November 2025, he made $22,995.58 in payments from LMB 1892.

120. Each of these mortgage payments was at least $11,400, and was made with more than $10,000 in wire fraud proceeds, in violation of 18 U.S.C. § 1957.

7. *The real property located at 746 Cavan Drive, Apopka, Florida 32703, titled in the name of Christopher Delgado and Andie Delgado.*

121. On or about December 20, 2021, Delgado and his wife bought 746 Cavan Drive, Apopka, Florida, ("Cavan Property") for $725,000. They put down approximately $77,800 and relied upon a $647,200 mortgage to fund the remainder of the purchase price.

122. The Cavan Property, pictured below, is a five bedroom, 3 bathroom, 4,350 square foot home in the gated community of Breckenridge. The house was built on the largest lot offered with conservation adjacent to the back yard and also provides access to the community pool and cabana.



123. Although Delgado and his wife bought the property with clean funds, once the Goliath fraud scheme began, he made mortgage payments with fraud proceeds. As described below, from January 2023 through March 2026, Delgado made approximately $160,527.96 in payments to United Wholesale Mortgage, the loan servicer, through various accounts he controlled at JPMC, BOA, LMB, and CNB[9] that were funded with fraud proceeds:

a. from January 2023 through September 2025, Delgado made approximately $140,575.21 in payments from JPMC 7735;

b. in October 2025, Delgado made a $3,977.53 payment from LMB 1892;

[9] Delgado opened GVI International City National Bank account ending 9574 in December 2025. The account was funded by $1.3 million in deposits from two investor-victims and transfers from Delgado's CNB personal account ending 3966, which was primarily funded by $65,000 in investor deposits and more than $1.2 million Delgado obtained from selling high-end vehicles and a vessel. The high-end vehicles and vessel were originally purchased using fraud proceeds from JPMC 7812.

c. from December 2025 through January 2026, Delgado made approximately $7,955.06 in payments from BOA 9149; and

d. from February 2026 through March 2026, Delgado made approximately $8,020.16 in payments from City National Bank 9574.

Delgado did not make these payments in a consistent amount. Many of his payments were for between $3,661.49 and $4,042.63. On May 2, 2023, he made a $10,000 payment from JPMC 7735, one of his personal accounts that was funded with proceeds.

B. Vehicles

1. 2025 Lamborghini Revuelto, VIN: ZHWUC1ZM9SLA02300, registered to Christopher Delgado

124. On or about April 22, 2025, Delgado entered into a lease agreement with Porsche Leasing Ltd. for a 2025 Lamborghini Revuelto, VIN: ZHWUC1ZM9SLA02300, pictured below, purchased from Fields Motorcars in Orlando, Florida for $719,517.01.



125. Delgado has paid approximately $193,733.01 for the lease of the Lamborghini Revuelto—all of which was fraud proceeds moved through Goliath accounts:

a. Delgado paid the $125,000 down payment from JPMC 0305;

b. in June 2025, he made a $7,525.89 payment from BOA 9136;

c. in August, November, and December 2025, he made a total of $30,103.56 in payments from BOA 9149;

d. in September and October 2025, he made a total of $15,051.78 in payments from LMB 1892; and

e. in January and February 2026, he made a total of $15,051.78 in payments from City National Bank account ending 9574, which as discussed above, was funded with fraud proceeds.

2. 2024 Rolls Royce Ghost, VIN: SCATD6C02RU222648, registered to Goliath Ventures, Inc. and Christopher Delgado

126. On or about April 21, 2025, Delgado bought a 2024 Rolls-Royce Ghost bearing VIN: SCATD6C02RU222648, pictured below, from Fields Motorcars in Orlando, Florida for $379,995. Delgado had the titled issued to himself and Goliath. BMW Financial Services NA LLC, which provided financing, holds a secured lien.



127. Delgado made a $120,000 down payment from JPMC 0305, using fraud proceeds. He also paid subsequent monthly loan payments to BMW Financial of $4,802.20— totaling $43,219.60—with fraud proceeds:

a. from May 2025 through September 2025, he paid $28,813.20 in loan payments from BOA 9136;

b. in September 2025, $4,802.20 loan payment from JPMC 7812; and

c. from October 2025 through November 2025, he made $9,604.20 in loan payments from LMB 1892.

128. Delgado also made three additional payments between December 2025 and February 2026, totaling $14,406.60, from another account funded with proceeds.

129. Delgado is now in default on the loan.

3. 2024 Bentley Bentayga, VIN: SJAHT2ZV0RC025272, registered to Christopher Delgado and Andie Delgado

130. Approximately two weeks before he bought the Rolls Royce, on or about April 9, 2025, Delgado leased a 2024 Bentley Bentayga, VINSJAHT2ZV0RC025272, pictured below, from Porsche Financial Services. The leasing company purchased the Bentley from Fields Motorcars in Orlando, Florida for $285,540.



131. To pay for the leased Bentley, Delgado made a $50,000 down payment from JPMC 0305. He also made $5,031.91 monthly lease payments, totaling $30,191.46, from accounts funded by fraud proceeds:

a. from June 2025 through August 2025, he made $20,127.64 in lease payments from BOA 9136; and

b. from September 2025 through October 2025, he made $10,063.82 in lease payments from LMB 1892.

4. 2024 Lamborghini Huracán EVO Spyder, VIN: ZHWUT4ZFXRLA26330, registered to Goliath Ventures, Inc. and Christopher Delgado

132. On or about March 30, 2025, nine days before he leased the Bentley, Delgado entered into a lease agreement with Porsche Leasing Ltd. for a 2024 Lamborghini Huracán EVO Spyder, VIN: ZHWUT4ZFXRLA26330, pictured below, purchased from Fields Motorcars in Orlando, Florida for $473,723.



133. To pay for the lease, Delgado made a $75,000 down payment from JPMC 0305. He then made $5,568.33 monthly lease payments, for a total of $27,841.65, with fraud proceeds from other Goliath accounts:

a. from July 2025 through September 2025, he made $16,704.99 in lease payments from BOA 9149; and

b. from October 2025 through November 2025, he made $11,136.66 in lease payments from LMB 1892.

5. 2025 Cadillac Escalade V, VIN: 1GYS9HR95SR147650, registered to Goliath Ventures, Inc.

134. Eleven days before he leased the Lamborghini Huracán, on or about March 19, 2025, Delgado purchased a white 2025 Cadillac Escalade V, VIN: 1GYS9HR95SR147650, from Ultimate Auto Boutique in Orlando, Florida for $238,561.25. The Escalade is pictured below:



135. In addition, Delgado paid Ultimate Auto to customize the Escalade. The invoice Ultimate Auto issued to—as he liked to be called—"Lord Delgado" itemized the modification costs, which totaled $58,438.75. This brought the total cost of the Escalade to $297,000.

136. Delgado paid the full $297,000 on January 10, 2025, using fraud proceeds from JPMC 0305.

6. 2024 Lincoln Navigator L, VIN: 5LMJJ3TG2REL19131, registered to Goliath Ventures, Inc.

137. Approximately two weeks before he bought the Escalade, on or about March 4, 2025, Delgado purchased a 2025 Lincoln Navigator, VIN: 5LMJJ3TG2REL1913, pictured below, from Central Florida Lincoln, Orlando, Florida for $125,862.37 and titled it to Goliath.



138. Once again, Delgado bought the luxury vehicle with fraud proceeds. He used a Goliath American Express Card to make a $5,000 down payment. The bill was later paid from JPMC 0305 on the same day $1.2 million in fraud proceeds was deposited by investor-victims.

139. Delgado paid the remaining $120,862.37 with a cashier's check drawn from fraud proceeds held in JPMC 0305.

7. 1951 Mercury, VIN: 51DA24185M, registered to David Stuart

140. On or about April 12, 2024, Delgado bought a white 1951 Mercury classic automobile, VIN: 51DA24185M, pictured below, from Classic Cars West,

located in Nevada City, California for $52,000. Delgado titled the 1951 Mercury to David Stuart. Delgado paid for the car with a wire transfer from JPMC 0305 that was funded with fraud proceeds.



8. 2017 Mercedes Benz C300, VIN: 55SWF4JBXHU230429, registered to Goliath

141. On or about January 12, 2024, Delgado purchased a 2017 Mercedes-Benz C300, VIN: 55SWF4JBXHU230429, pictured below, for $15,000 in a private sale. The $15,000 was all fraud proceeds.



142. Delgado paid for the Mercedes C300 with cash withdrawn from JPMC 0305. On January 11, 2024, he withdrew $10,000 in cash from 0305. He withdrew another $10,000 in cash from the account the following day.

9. 2023 Rolls Royce Cullinan, VIN: SLATV4C02PU217321, registered to Goliath Ventures, Inc. and Christopher Delgado

143. On or about October 27, 2023, Delgado purchased a 2023 Rolls Royce Cullinan, VIN: SLATV4C02PU217321, from Fields Motorcars in Orlando, Florida, for $472,350. Here is a picture of the Rolls Royce:



144. Delgado traded in a 2021 Rolls Royce, resulting in a net trade-in down payment of $88,827.45. He financed the remainder of the purchase price. The monthly payments on the loan were $5,951.37, which Delgado made using fraud proceeds in Goliath accounts. In all, Delgado made at least $131,805.48 in payments on the Rolls Royce using fraud proceeds:

a. from December 2023 through May 2025, Delgado made $108,000 in loan payments from JPMC 0305;

b. from July 2025 through August 2025, Delgado made $11,902.74 loan payments from BOA 9136; and

c. from September 2025 through October 2025, $11,902.74 loan payments from LMB 1892.

145. Between November 2025 and February 2026, Delgado made four additional loan payments with proceeds, totaling $23,805.48.

146. Delgado is in default on the loan.

10. 2022 Mercedes Benz Sprinter, VIN: W1X8EC3Y6NT121984, registered to Goliath Ventures, Inc.

147. On or about September 5, 2023, Delgado purchased a 2022 Mercedes Benz Sprinter van, VIN: W1XBEC3Y6NT121984, pictured below, from Mercedes Benz of Boerne in Boerne, Texas for $235,804.95.



148. Delgado bought the Sprinter van with fraud proceeds transferred from JPMC 0305 in two payments: a $20,000 transfer and a $215,804.94 transfer.

11. 2022 GMC Sierra HD, VIN: 1GT49PEY2NF310721, registered to David Stuart

149. On or about October 23, 2022, Delgado purchased a 2022 GMC Sierra HD pickup truck VIN: 1GT49PEY2NF310721, from Mullinax Ford in Orlando, Florida, for approximately $93,963. Mullinax Form received a $10,000 down payment. The remaining $83,963 was financed through Ally Bank with monthly payments of approximately $1,536 per month. However, Delgado routinely authorized $1,600 monthly payments.

150. In all, Delgado used $96,600 in fraud proceeds from JPMC to pay for the GMC Sierra HD pickup truck. From January 2023 through February 2025, he authorized $41,600 in loan payments from JPMC 0305. Then, in March 2025, the same month that he bought the Lincoln Navigator and the Lamborghini Huracán, Delgado paid off the loan on the truck by making a $55,000 loan payment from JPMC 0305.

CONCLUSION

151. As required by Supplemental Rule G(2)(f), the facts set forth herein support a reasonable belief that the government will be able to meet its burden of proof at trial. Specifically, probable cause exists to believe that the Defendant Assets are proceeds of wire fraud offenses, obtained in violation of 18 U.S.C. § 1343. Additionally, probable cause exists to believe that Defendant Assets are property involved in monetary transactions conducted in violation of 18 U.S.C. § 1957.

Therefore, the Defendant Assets are subject to civil forfeiture pursuant to 18 U.S.C. § 981(a)(1)(A) and (a)(1)(C).

Dated: May 21, 2026

Respectfully Submitted,

GREGORY W. KEHOE
United States Attorney

By: *s/Anita M. Cream*
ANITA M. CREAM
Assistant United States Attorney
Florida Bar Number 56359
400 North Tampa Street, Suite 3200
Tampa, Florida 33602
(813) 274-6000 – telephone
E-mail: anita.cream@usdoj.gov

s/Blain A. Goff
BLAIN A. GOFF
Assistant United States Attorney
Florida Bar Number 0109467
E-mail: blain.goff@usdoj.gov

VERIFICATION

I, Richard Smith, hereby verify and declare under penalty of perjury, that I am a Special Agent with the Internal Revenue Service, and pursuant to 28 U.S.C. § 1746: (1) I have read the foregoing Verified Complaint for Forfeiture *in Rem* and know the contents thereof; and (2) that the matters contained in the Verified Complaint are true to my own knowledge and belief.

The sources of my knowledge and information and the grounds of my belief are the official files and records of the Internal Revenue Service, as well as my investigation of this case together with other law enforcement agents. I hereby verify and declare under penalty of perjury that the foregoing is true and correct.

Executed this 21st day of May 2026.

Richard Smith
Special Agent
Internal Revenue Service

JS 44 (Rev. 09/19)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

United States of America

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
AUSA Anita M. Cream, U.S. Attorney's Office, 400 North Tampa Street, Suite 3200, Tampa, FL 33602, (813) 274-6000

DEFENDANTS

ASSETS IDENTIFIED IN PARAGRAPH ONE OF VERIFIED COMPLAINT

County of Residence of First Listed Defendant Orange
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☒ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
18 U.S.C. §§ 981(a)(1)(C) and 981(a)(1)(A)

Brief description of cause:
Assets Identified in Paragraph One of Verified Complaint

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Roy B. Dalton, Jr. DOCKET NUMBER 6:26-mc-13-RBD-LHP

DATE
05/21/2026

SIGNATURE OF ATTORNEY OF RECORD
s/Anita M. Cream and s/Blain A. Goff

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

JS 44 Reverse (Rev. 09/19)

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.)**

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

STATE OF WYOMING * SECRETARY OF STATE
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone: 307-777-7311 · Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	**GOLIATH VENTURES INC**
Filing ID	**2025-001759437**
Type	Profit Corporation
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	09/03/2025 12:38 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Share Information

Common Shares	1,500	Preferred Shares	0	Additional Stock	N
Par Value	0.0000	Par Value	0.0000		

Principal Address

200 S. Biscayne Blvd
STE 3200
Miami, FL 33131

Mailing Address

200 S. Biscayne Blvd STE 3200
C/O Michael S Budwick
Receiver of Goliath Ventures Inc.
Miami, FL 33131

Registered Agent Address

Hubco Registered Agent Services, Inc.
1720 Carey Avenue Suite 200
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address
Incorporator	CHRISTOPHER DELGADO 189 S ORANGE AVENUE 1800, ORLANDO, FL 32801

Notes

Date	Recorded By	Note

Annual Report History

Num	Status	Date	Year	Tax

COMPOSITE EXHIBIT D

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	**GOLIATH VENTURES INC**
Filing ID	**2025-001759437**
Type	Profit Corporation
Status	Active

Amendment History

ID	Description	Date
2026-006473272	Address Update	03/24/2026
	Principal Address 1 Changed From: 189 S ORANGE AVENUE 1800 To: 200 S. Biscayne Blvd	
	Principal Address 2 Changed From: No value To: STE 3200	
	Principal City Changed From: ORLANDO To: Miami	
	Principal Postal Code Changed From: 32801 To: 33131	
See Filing ID	Initial Filing	09/03/2025

Wyoming Secretary of State
Herschler Building East, Suite 101
122 W 25th Street
Cheyenne, WY 82002-0020
Ph. 307.777.7311
Email: Business@wyo.gov

WY Secretary of State
FILED: 03/24/2026 11:02 AM
Original ID: 2025-001759437
Amendment ID: 2026-006473272

Update Form

Name of Entity: GOLIATH VENTURES INC

ID#: 2025-001759437 *Example: 2000-000123456*

The above entity is requesting an update be made to reflect their most current information:

Principal Address:

200 S. Biscayne Blvd, Ste 3200, Miami, FL 33131

Mailing Address:

c/o Michael S Budwick, Receiver of Goliath Ventures Inc., 200 S Biscayne Blvd, Ste 3200, Miami, FL 33131

Phone: 305-358-6363

Fax: 305-358-1221

Email: mbudwick@melandbudwick.com

(An email address is required. Email(s) provided will receive important reminders, notices and filing evidence.)

Signature: _____ **Date:** 3/5/2026

Printed Name: Michael S. Budwick, as and only as

Title: Receiver

Received
MAR - 5 2026
Secretary of State
Wyoming

Form may be submitted by:
Email: SOSRequest@wyo.gov
Mail-in: Refer to address at top of this form.

Wyoming Secretary of State

Herschler Bldg East, Ste.100 & 101

Cheyenne, WY 82002-0020
Ph. 307-777-7311

For Office Use Only

WY Secretary of State
FILED: Sep 3 2025 12:38PM
Original ID: 2025-001759437

Profit Corporation

Articles of Incorporation

I. The name of the profit corporation is:
GOLIATH VENTURES INC

II. The name and physical address of the registered agent of the profit corporation is:
Hubco Registered Agent Services, Inc.
1720 Carey Avenue Suite 200
Cheyenne, WY 82001

III. The mailing address of the profit corporation is:
189 S ORANGE AVENUE 1800
ORLANDO, FL 32801

IV. The principal office address of the profit corporation is:
189 S ORANGE AVENUE 1800
ORLANDO, FL 32801

V. The number, par value, and class of shares the profit corporation will have the authority to issue are:

Number of Common Shares:	1,500	Common Par Value:	$0.0000
Number of Preferred Shares:	0	Preferred Par Value:	$0.0000

VI. The name and address of each incorporator is as follows:
CHRISTOPHER DELGADO
189 S ORANGE AVENUE 1800, ORLANDO, FL 32801

Signature: *CHRISTOPHER DELGADO* Date: **09/03/2025**

Print Name: **CHRISTOPHER DELGADO**

Title: **President**

Email: **HARRY@SAMUELSACCOUNTING.COM**

Daytime Phone #: **954-966-1350**

Wyoming
Secretary of State

Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101

Cheyenne, WY 82002-0020
Ph. 307-777-7311

☑ I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.

☑ I am filing in accordance with the provisions of the Wyoming Business Corporation Act, (W.S. 17-16-101 through 17-16-1804) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).

☑ I understand that the information submitted electronically by me will be used to generate Articles of Incorporation that will be filed with the Wyoming Secretary of State.

☑ I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.

☑ I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.

☑ I affirm, under penalty of perjury, that I have received actual, express permission from each of the following incorporators to add them to this business filing: CHRISTOPHER DELGADO

☑ I consent on behalf of the business entity to accept electronic service of process at the email address provided with Article IV, Principal Office Address, under the circumstances specified in W.S. 17-28-104(e).

Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.

W.S. 6-5-308. Penalty for filing false document.

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars ($2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

(i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;

(ii) Makes any materially false, fictitious or fraudulent statement or representation; or

(iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

☑ I acknowledge having read W.S. 6-5-308.

Filer is: ☑ An Individual ☐ An Organization

Filer Information:

By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Incorporation.

Signature:	*CHRISTOPHER DELGADO*	Date:	**09/03/2025**
Print Name:	**CHRISTOPHER DELGADO**		
Title:	**President**		
Email:	**HARRY@SAMUELSACCOUNTING.COM**		
Daytime Phone #:	**954-966-1350**		

Secretary of State

Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101

Cheyenne, WY 82002-0020
Ph. 307-777-7311

Consent to Appointment by Registered Agent

Hubco Registered Agent Services, Inc., whose registered office is located at **1720 Carey Avenue Suite 200, Cheyenne, WY 82001**, voluntarily consented to serve as the registered agent for **GOLIATH VENTURES INC** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature:	*CHRISTOPHER DELGADO*	Date:	**09/03/2025**
Print Name:	**CHRISTOPHER DELGADO**		
Title:	**President**		
Email:	**HARRY@SAMUELSACCOUNTING.COM**		
Daytime Phone #:	**954-966-1350**		

STATE OF WYOMING
Office of the Secretary of State

I, CHUCK GRAY, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF INCORPORATION

GOLIATH VENTURES INC

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **3rd** day of **September, 2025** at **12:38 PM.**

Remainder intentionally left blank.

Filed Date: 09/03/2025

Secretary of State

Filed Online By:

CHRISTOPHER DELGADO

on 09/03/2025



Detail by Entity Name

Florida Profit Corporation
GOLIATH VENTURES INC

Filing Information

Document Number	P19000013806
FEI/EIN Number	83-3619628
Date Filed	02/15/2019
State	FL
Status	INACTIVE
Last Event	VOLUNTARY DISSOLUTION
Event Date Filed	09/03/2025
Event Effective Date	09/03/2025

Principal Address

189 S ORANGE AVENUE
1800
ORLANDO, FL 32801

Changed: 04/22/2025

Mailing Address

189 S ORANGE AVENUE
1800
ORLANDO, FL 32801

Changed: 04/22/2025

Registered Agent Name & Address

NONE
Registered Agent Resigned: 03/17/2026

Officer/Director Detail

Name & Address

Title PRESIDENT

DELGADO, CHRISTOPHER
189 S ORANGE AVENUE
1800
ORLANDO, FL 32801

COMPOSITE EXHIBIT E

Annual Reports

Report Year	Filed Date
2023	03/20/2023
2024	04/30/2024
2025	04/22/2025

03/17/2026 -- Reg. Agent Resignation	View image in PDF format
09/03/2025 -- VOLUNTARY DISSOLUTION	View image in PDF format
04/22/2025 -- ANNUAL REPORT	View image in PDF format
04/30/2024 -- ANNUAL REPORT	View image in PDF format
03/20/2023 -- ANNUAL REPORT	View image in PDF format
04/23/2022 -- ANNUAL REPORT	View image in PDF format
09/13/2021 -- Name Change	View image in PDF format
04/20/2021 -- ANNUAL REPORT	View image in PDF format
04/10/2020 -- ANNUAL REPORT	View image in PDF format
02/15/2019 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

P19000013806

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

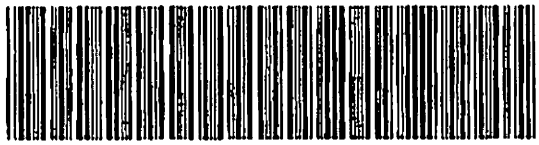
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200469265132

03/17/26--01007--005 **37.50

FILED
2026 MAR 17 PM 3:41
TALLAHASSEE, FL

AB

COVER LETTER

FILED

2020 MAR 17 PM 3:41

TALLAHASSEE, FL

TO: Amendment Section
Division of Corporations

SUBJECT: GOLIATH VENTURES INC
(Name of Corporation)

DOCUMENT NUMBER: P19000013806

The enclosed Resignation of Registered Agent for a Corporation and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

HARRY M SAMUELS
(Name of Person)

REGISTERED AGENTS OF SOUTH FLORIDA, INC
(Name of Firm/Company)

2901 STIRLING ROAD-STE 308
(Address)

FT LAUDERDALE, FL 33312
(City/State and Zip Code)

For further information concerning this matter, please call:

HARRY M SAMUELS at (954) 966-1350
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check made payable to the Florida Department of State for $87.50 for an active corporation or $35.00 for an administratively dissolved, voluntarily dissolved or withdrawn corporation.

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

RESIGNATION OF REGISTERED AGENT FOR A CORPORATION

FILED

2020 MAR 17 PM 3:41

TALLAHASSEE, FL

Pursuant to the provisions of sections 607.0503(2), 617.0502(2), 607.1509, or 617.1509, Florida Statutes, the undersigned, HARRY M SAMUELS

(Name of Registered Agent)

hereby resigns as Registered Agent for GOLIATH VENTURES INC

(Name of Corporation)

P19000013806

(Document Number, if known)

A copy of this resignation was mailed to the above listed corporation at its last known address.

The agency is terminated and the office discontinued on the 31st day after the date on which this statement is filed.

(Signature of Resigning Agent)

If signing on behalf of an entity:

(Typed or Printed Name)

(Capacity)

Fee for filing this document:

$87.50 - Active Corporation

$35.00 - Administratively dissolved/voluntarily dissolved/ withdrawn corporation

Make checks payable to Florida Department of State and mail to:
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

CR2E046 (12/19)

FILED
Sep 03, 2025
Secretary of State

ARTICLES OF DISSOLUTION

Pursuant to section 607.1403, Florida Statutes, this Florida corporation submits the following Articles of Dissolution:

FIRST: The name of the corporation as currently filed with the Florida Department of State:

GOLIATH VENTURES INC

SECOND: The document number of the corporation: P19000013806

THIRD: The date dissolution was authorized: September 3, 2025

Effective date of dissolution: September 3, 2025

FOURTH: Dissolution was approved by the shareholders in the manner required by this chapter and by Articles of Incorporation.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in section 817.155, Florida Statutes.

Signature: HARRY M SAMUELS REGISTERED AGENT

Electronic Signature of Signing Officer, Director, Incorporator or Authorized Representative

P19 0000 13806

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

200372932462

03/13/21--01015--017 **35.00

R. SEP 2 4 2021

COVER LETTER

Amendment Section
Division of Corporations

ME OF CORPORATION: GEN-Z VENTURE FIRM INC

CUMENT NUMBER: P19000013806

enclosed ***Articles of Amendment*** and fee are submitted for filing.

se return all correspondence concerning this matter to the following:

HARRY M SAMUELS
Name of Contact Person

REGISTERED AGENTS OF SOUTH FLORIDA INC
Firm/ Company

2901 STIRLING RD STE 307
Address

FT LAUDERDALE, FL 33312
City/ State and Zip Code

HARRY@SAMUELSACCOUNTING.COM
E-mail address: (to be used for future annual report notification)

further information concerning this matter, please call:

RRY SAMUELS at (954) 966-1350
Name of Contact Person — Area Code & Daytime Telephone Number

losed is a check for the following amount made payable to the Florida Department of State:

$35 Filing Fee ☐ $43.75 Filing Fee & Certificate of Status ☐ $43.75 Filing Fee & Certified Copy (Additional copy is enclosed) ☐ $52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Articles of Amendment
to
Articles of Incorporation
of

GEN-Z VENTURE FIRM INC

(Name of Corporation as currently filed with the Florida Dept. of State)

P19000013806

(Document Number of Corporation (if known)

Pursuant to the provisions of section 607.1006, Florida Statutes, this ***Florida Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

A. **If amending name, enter the new name of the corporation:**

GOLIATH VENTURES INC

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or Co.," or the designation "Corp." "Inc." or "Co". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. **Enter new principal office address, if applicable:**
(Principal office address MUST BE A STREET ADDRESS)

C. **Enter new mailing address, if applicable:**
(Mailing address MAY BE A POST OFFICE BOX)

D. **If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent

(Florida street address)

New Registered Office Address: _____, Florida _____
(City) *(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:
I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

Check if applicable
☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S.

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)
Please note the officer/director title by the first letter of the office title:
P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.
Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change. Mike Jones, V as Remove, and Sally Smith, SV as an Add.
Example:

X Change	PT	John Doe
X Remove	V	Mike Jones
X Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
2) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
3) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
4) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
5) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
6) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____

E. **If amending or adding additional Articles, enter change(s) here:**
(Attach *additional sheets, if necessary).* *(Be specific)*

F. **If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**
(*if not applicable, indicate N/A*)

The date of each amendment(s) adoption: _____. if other than the date this document was signed.

Effective date if applicable: _____

(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) **(CHECK ONE)**

■ The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____."

(voting group)

Dated SEPTEMBER 8 2021

Signature _____

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

HARRY M SAMUELS

(Typed or printed name of person signing)

REGISTERED AGENT

(Title of person signing)

P19000053804

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H19000053438 3)))

H19000053438ABC0

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850)617-6381

From:
Account Name : HUBCO
Account Number : 104662003400
Phone : (516)935-3940
Fax Number : (516)935-3088

19 FEB 15 AM 10:37

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: HARRY@SAMUELSACCOUNTING.COM

FLORIDA PROFIT/NON PROFIT CORPORATION
GEN-Z VENTURE FIRM INC

Certificate of Status	1
Certified Copy	0
Page Count	04
Estimated Charge	$78.75

K. PAGE
FEB 18 2019

Electronic Filing Menu Corporate Filing Menu Help

ARTICLES OF INCORPORATION

The undersigned incorporator(s), for the purpose of forming a corporation under the Florida Business Corporation Act, hereby adopt(s) the following Articles of Incorporation.

ARTICLE I NAME

The name of the corporation shall be:

GEN-Z VENTURE FIRM INC

ARTICLE II PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be:

9200 NW 31ST PLACE
SUNRISE, FL 33351

ARTICLE III SHARES

The number of shares of stock that this corporation is authorized to have outstanding at any one time is:

1,500 Shares at no par value

ARTICLE IV INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and address of the initial registered agent is:

Harry M. Samuels
2901 Stirling Road, # 307
Fort Lauderdale, FL 33312

Prepared By:
Bruce B. Hubbard
238 WEST JERICHO TURNPIKE
HUNTINGTON STATION, NY 11746

H19000053438 3

ARTICLE V INITIAL OFFICER(S)/DIRECTOR(S)

The name(s) and street address(es) and title(s) to these Articles of Incorporation is(are):

CHRISTOPHER DELGADO-PRESIDENT/ DIRECTOR
9200 NW 31ST PLACE
SUNRISE, FL 33351

ARTICLE VI INCORPORATOR(S)

The name(s) and street address(es) of the incorporator(s) to these Articles of Incorporation is(are):

CHRISTOPHER DELGADO
9200 NW 31ST PLACE, SUNRISE, FL 33351

The undersigned incorporator(s) has(have) executed these Articles of Incorporation this

13TH day of FEBRUARY 2019

CHRISTOPHER DELGADO
Signature

H19000053438 3

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 607.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LA WS OF THE ST ATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN THE DESIGNATING THE REGISTERED OFFICE/AGENT, IN THE STATE OF FLORIDA.

1. The name of the corporation is: GEN-Z VENTURE FIRM INC

2. The name and address of the registered agent and office is:

Harry M. Samuels
Name

2901 Stirling Road, # 307
(P.O. Box or Mail Drop Box NOT Acceptable)

Fort Lauderdale, FL 33312
(City / State / Zip)

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate. I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all the statutes relating to the proper and complete performance of my duties, and am familiar with and accept the obligations of my position as registered agent.

Harry M. Samuels
SIGNATURE

2/13/2019
(Date)

Docusign Envelope ID: E9018CEB-BZD5-8814-8049-BB05D15E2F68

Filing # 242774215 E-Filed 02/27/2026 09:43:35 PM

IN THE CIRCUIT COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

MEHAL PATEL,
an individual,

Plaintiff,

v.

GOLIATH VENTURES, INC.,
a Wyoming corporation,

Defendant.
_____/

CASE NO.: CACE-26-003310

EMERGENCY VERIFIED *EX PARTE*
MOTION TO APPOINT A RECEIVER

Plaintiffs Mehal Patel, TwentyWon Ventures LLC, Gregory Garrett Wilson, and John D. Euliano as the Trustee of the John D. Euliano Revocable Trust UTD 5-27-14 and Brevard Nursing Academy, LLC d/b/a Coastal Technical Institute (collectively, "Plaintiffs"), by and through the undersigned counsel, and, pursuant to Florida Rule of Civil Procedure 1.610, hereby move, *ex parte*, for an order appointing a receiver, and, in support thereof, state as follows:

BACKGROUND AND STATEMENT OF THE CASE

I. INTRODUCTION

This is an emergency if there ever was one. The instant suit is one of at least four filed against Defendant Goliath Ventures, Inc. ("Goliath") stemming from misconduct of its CEO, who was arrested this week on charges of wire fraud and embezzlement.

Now, the situation has become dire as the criminally charged CEO, Christopher Alexander Delgado ("Delgado"), is out on bond, lawsuits are flooding in, and innocent people and families are at risk of losing their life savings, retirement funds, and hard-earned money *forever*. Demands

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT F

for mediation, information, and return of funds have gone ignored, counsel has seemingly withdrawn, and hope dwindles absent court intervention.

II. GOLIATH'S CRYPTOCURRENCY LIQUIDITY POOL SCAM



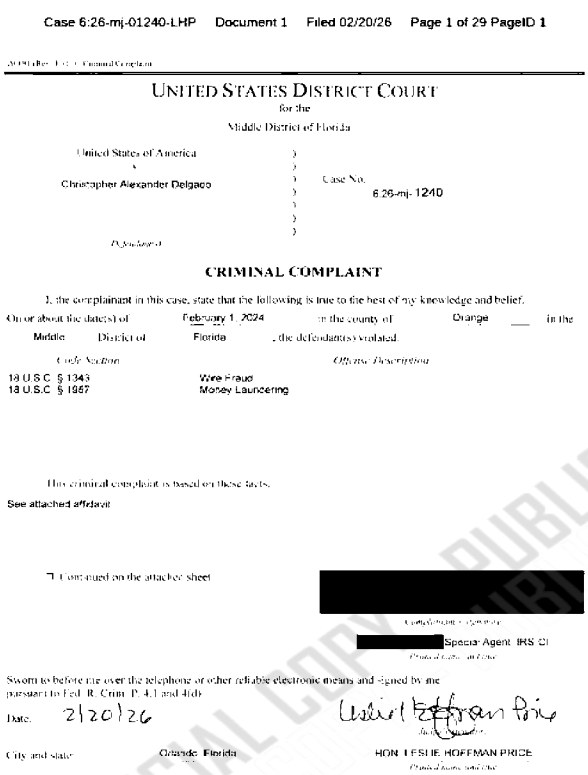
Goliath offered victims the opportunity to participate in cryptocurrency "liquidity pools." As alleged in each of Plaintiffs' complaints, a "liquidity pool" generally refers to a pool of deposited digital assets (often paired) used by an exchange or protocol to facilitate trading, and pool participants may earn fees generated by trades executed against the pool.

Under written Joint Venture Agreements ("JVAs"), Goliath represented that "partner" funds would be deployed into cryptocurrency liquidity pools running on exchanges such as Uniswap, involving the pairing of cryptocurrencies to create liquidity and generate exchange fees. In these JVAs, Goliath **guaranteed** return of principal. Similarly, the JVAs, without exception, also contemplated withdrawal requests by email and return of funds within defined timeframes. In addition to guaranteeing return of principal, Goliath's JVAs also promised monthly profits/returns at strikingly high rates. However, after inducing millions of dollars in partner "contributions" under these JVAs, Goliath stopped honoring withdrawal obligations and stopped paying amounts owed in September of 2025, leaving investors unable to recover their principal and promised monthly distributions. Lawsuits followed. **In total, the**

NOT AN OFFICIAL COPY PUBLIC ACCESS IS NOT AN OFFICIAL COPY

verified signatories to this motion contributed principal amounts *almost 15 million dollars* in Goliath, and are missing over 60 dollars in promised returns.

On February 24, 2026, the U.S. Department of Justice publicly announced that Delgado—identified as Goliath's President and CEO—was arrested on a criminal complaint charging wire fraud and money laundering:



Case 6:26-mj-01240-LHP Document 1 Filed 02/20/26 Page 1 of 29 PageID 1

UNITED STATES DISTRICT COURT
for the
Middle District of Florida

United States of America
v.
Christopher Alexander Delgado

Case No. 6:26-mj- 1240

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of February 1, 2024 in the county of Orange in the Middle District of Florida, the defendant(s) violated:

Code Section	Offense Description
18 U.S.C. § 1343	Wire Fraud
18 U.S.C. § 1957	Money Laundering

This criminal complaint is based on these facts:

See attached affidavit

☐ Continued on the attached sheet

[redacted]
Special Agent, IRS-CI

Sworn to before me over the telephone or other reliable electronic means and signed by me pursuant to Fed. R. Crim. P. 4.1 and 4(d).

Date: 2/20/26

City and state: Orlando, Florida

HON. LESLIE HOFFMAN PRICE

PRESS RELEASE

Goliath Ventures CEO Arrested for Wire Fraud and Money Laundering

Tuesday, February 24, 2026

For Immediate Release

U.S. Attorney's Office, Middle District of Florida

Share

Orlando, Florida – Christopher Alexander Delgado (34, Apopka) has been arrested on a criminal complaint charging him with wire fraud and money laundering. If convicted on all counts, Delgado faces a maximum penalty of 30 years in federal prison. United States Attorney Gregory W. Kehoe made the announcement.

According to the complaint, Delgado was the President and Chief Executive Officer of Goliath Ventures, formerly known as Gen-Z Venture Firm. From January 2023 through January 2026, Delgado operated Goliath as a "Ponzi scheme," which is a form of investment fraud that involves the payment of purported returns to existing investors from funds contributed by new investors. Delgado's scheme involved soliciting victims to invest substantial sums of money under false and fraudulent promises of monthly returns generated through cryptocurrency "liquidity pools." Victims were induced to give money to Goliath through personal referrals, professional marketing materials, luxury events, charitable sponsorships, and some monthly payments of purported returns, all of which were designed to establish Goliath's bona fides with investors. Based on these false and fraudulent representations, Goliath obtained at least $328 million from victim investors.

Although Goliath represented that it would place the victim investors' funds in cryptocurrency liquidity pools, in reality, the funds were primarily used to pay purported returns to earlier investors, to return principal to investors who requested it, and for Goliath's extravagant business gatherings, holiday parties, and luxury travel accommodations. With victim investors' funds, Delgado purchased four residential properties each worth between $1.15 million and $8.5 million.

Victims identified by law enforcement will directly receive notice of their rights pursuant to the Crime Victims' Rights Act. If you believe you are a victim and have not otherwise received notice, please email Goliathvictims@ci.irs.gov. You can also visit https://justice.gov/usao-mdfl/goliath_ventures for more information on how to self-identify yourself to law enforcement.

A criminal complaint is merely an allegation that a defendant has committed one or more violations of federal criminal law, and every defendant is presumed innocent unless, and until, proven guilty.

This case is being investigated by the Internal Revenue Service Criminal Investigation and Homeland Security Investigations. It is being prosecuted by Assistant United States Attorneys Richard Varadan, Noah P. Dorman, and Hannah Nowalk Watson.

Criminal Complaint

Updated February 24, 2026

NOT AN OFFICIAL COPY PUBLIC RECORD

According to the criminal complaint, Delgado operated Goliath (formerly known as Gen-Z Venture Firm) from January 2023 through January 2026 as a "Ponzi scheme," soliciting victims to invest substantial sums under false and fraudulent promises of monthly returns generated through cryptocurrency liquidity pools, using personal referrals, professional marketing materials, luxury events, charitable sponsorships, and some monthly payments of purported returns to establish bona fides—**resulting in Goliath obtaining at least $328 million from victim**

investors. The signatories hereto are but a few of the victims of Delgado's scheme. The DOJ further stated that, although Goliath represented it would place victim funds in liquidity pools, the funds were allegedly used primarily to pay purported returns to earlier investors, return principal to investors who requested it, and fund extravagant gatherings, parties, and luxury travel; and that Delgado allegedly purchased no less than four residential properties worth between $1.15 million and $8.5 million using victim investor funds.

The facts alleged in Plaintiffs' Complaints—reflecting multiple investors with substantial contributions, promised returns and guaranteed principal, the abrupt stoppage of distributions, ignored withdrawal demands, ignored pre-suit dispute demands, and unfulfilled exit agreements acknowledging amounts owed—are consistent with and materially corroborated by the DOJ's public allegations that Goliath operated as a Ponzi scheme and diverted investor funds.

Without this Court's intervention and the appointment of a receiver, any funds remaining in Goliath and therefore in Delgado's hands could—and likely will be—dissipated by the persons in control of the entity, leaving Plaintiffs, and other victims, without any adequate remedy for the loss of their life savings. This Court should not allow that.

STATEMENT OF MATERIAL FACTS

1. Goliath is a Wyoming corporation.

2. Goliath transacts business in Florida and maintained and/or used Florida contact information and banking arrangements, including identifying its notices address as 189 S Orange Ave, STE 1800, Orlando, Florida, 32801, and providing Florida-based account information for funding.

3. Goliath entered into agreements with several partners involving cryptocurrency liquidity pools. In decentralized finance, a "liquidity pool" generally refers to a pool of deposited

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

digital assets (often two assets paired together) that is used by an exchange or protocol to facilitate trading. Rather than relying on a traditional order book, trades are executed against the pool, and the pool's participants can earn fees generated by those trades.

4. Goliath's partners provided substantial funds to Goliath for the stated purpose of deploying those funds into cryptocurrency liquidity pool ventures.

5. Goliath's agreements with its partners provide for the return of principal and the payment of profit distributions as set forth in each respective agreement.

6. Goliath's partners, upon realizing the extent of Goliath's misconduct, submitted exit paperwork terminating their joint venture agreements with Goliath, and Goliath issued written exit agreements to each confirming the current account balance to be remitted and promising disbursement within seven (7) to ten (10) business days after processing.

7. Despite demand from Goliath's partners, Goliath has failed to remit funds and has failed to pay accrued amounts owed as of the date herein.

A. TWENTYWON VENTURES LLC

8. TwentyWon Ventures LLC ("TwentyWon") is a Florida limited liability company organized and existing under the laws of the State of Florida.

9. On January 23, 2026, TwentyWon filed a lawsuit against Goliath for two counts of breach of contract stemming from Goliath's failure and refusal to pay TwentyWon's principal investment and fees owed under a joint venture agreement (the "TwentyWon JVA") and a separate services contract. A true and correct copy of the Complaint filed by TwentyWon ("TwentyWon Complaint" or "TwentyWon Compl."), including the TwentyWon JVA, is attached hereto as **Exhibit 1**.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

10. As the TwentyWon Complaint alleges, TwentyWon and Goliath entered "into a Joint Venture" in the cryptocurrency arena in which TwentyWon "ma[de] [c]ontributions into liquidity pools" running on one or more exchanges, including the pairing of cryptocurrencies to create liquidity and generate exchange fees." TwentyWon Compl. ¶ 11, TwentyWon JVA §§ 3.1–3.3.

11. The TwentyWon JVA defines "[c]ontribution(s)" as the USD value of any contribution of USD or cryptocurrency made by Goliath and/or TwentyWon under the JVA. TwentyWon Compl. ¶ 13, TwentyWon JVA § 1.1.

12. The TwentyWon JVA further provides that neither party is deemed to manage the other's contributions and that each party's contributions are, "at all times, considered under the ownership of that Party." TwentyWon Compl. ¶ 14, TwentyWon JVA § 6.5.

13. Under the TwentyWon JVA, TwentyWon could request a withdrawal of all or a portion of its contributions by sending notice by email, and Goliath agreed to process withdrawals within a reasonable time and to use reasonable efforts to return the requested withdrawal amount within 5 to 7 business days. TwentyWon Compl. ¶ 15, TwentyWon JVA § 8.1.

14. Under the TwentyWon JVA, Goliath promised timely processing of withdrawal requests and reasonable efforts by Goliath to return TwentyWon's funds within 5 to 7 business days. TwentyWon Compl. ¶ 32, TwentyWon JVA § 8.1.

15. Goliath also therein "guarantee[d] the return of principal amount of capital deposited" by TwentyWon in connection with the TwentyWon JVA, providing that TwentyWon's principal investment "shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture," and that this guarantee is "absolute and binding"

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

and remains in effect until the principal is paid in full. TwentyWon Compl. ¶ 17, TwentyWon JVA § 3.6

16. TwentyWon performed its obligations under the TwentyWon JVA, making contributions as contemplated by the agreement. TwentyWon Compl. ¶ 18, TwentyWon JVA §§ 3.1, 6.1, 6.4.

17. TwentyWon invested substantial amounts with Goliath under the TwentyWon JVA, including contributions of ***at least $4,000,000.00***. TwentyWon Compl. ¶ 19, TwentyWon JVA §§ 1.1, 3.6.

18. TwentyWon demanded return of its principal investment, distributions, and fees owed, totaling approximately ***$50,000,000.00***. Goliath has failed and refused to return TwentyWon's funds as guaranteed. TwentyWon JVA §§ 3.6, 8.1.

B. GREGORY GARRETT WILSON

19. Gregory Garrett Wilson ("Wilson") is an individual over the age of eighteen and otherwise *sui juris*.

20. On February 10, 2026, Wilson filed a lawsuit against Goliath for breach of contract stemming from Goliath's failure and refusal to pay Wilson's principal investment and profits/profit distributions owed under a joint venture agreement (the "Wilson JVA"). A true and correct copy of the Complaint filed by Wilson (the "Wilson Complaint" or "Wilson Compl."), including the Wilson JVA, is attached hereto as **Exhibit 2**.

21. As the Wilson Complaint alleges, on June 3, 2025, Wilson and Goliath "enter[ed] into a Joint Venture" in the cryptocurrency arena. Under the Wilson JVA, Wilson would "ma[ke] [c]ontributions into liquidity pools" running on one or more exchanges. Wilson Compl. ¶ 11, Wilson JVA §§ 3.1–3.3.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

22. The Wilson JVA defines "[c]ontribution(s)" as the USD value of any contribution of either USD or cryptocurrency made by Goliath and/or Wilson under the Wilson JVA. Wilson Compl. ¶ 13, Wilson JVA § 1.1.

23. The Wilson JVA further provides that each party's contributions are, "at all times, considered under the ownership of that Party." Wilson Compl. ¶ 14, Wilson JVA § 6.5.

24. Under the Wilson JVA, any profits generated would be distributed on a monthly basis, first to Wilson at a rate of 8.5% on contributions and current balances, with any remaining profits allocated to Goliath. Wilson Compl. ¶ 15, Wilson JVA §§ 7.1, 7.1.1.1, 7.1.2.

25. Under the Wilson JVA, Wilson could request a withdrawal of all or a portion of his contributions by providing notice by email. Wilson Compl. ¶ 16, Wilson JVA § 8.1.

26. Goliath agreed to process withdrawals within a reasonable time and to use reasonable efforts to return the requested withdrawal amount within 5 to 7 business days. Wilson Compl. ¶ 16, Wilson JVA § 8.1.

27. Goliath therein "guarantee[d] the return of principal amount of capital deposited" by Wilson in connection with the Wilson JVA, providing that Wilson's principal investment "shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture," and that this guarantee is "absolute and binding" and remains in effect until the principal is paid in full. Wilson Compl. ¶ 17, Wilson JVA § 3.6

28. Wilson performed his obligations under the Wilson JVA, making contributions as contemplated by the agreement. Wilson Compl. ¶ 18, Wilson JVA §§ 3.1, 6.1, 6.4.

29. Wilson invested substantial amounts with Goliath under the Wilson JVA, including contributions totaling ***at least $5,815,000.00***. Wilson Compl. ¶ 19, Wilson JVA §§ 1.1, 3.6.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

30. On or about October 13, 2025, Wilson demanded withdrawal of $3 million of his contributions pursuant to the Wilson JVA, but Goliath failed to process the withdrawal or return any portion of the requested funds as required by the agreement. Wilson Compl. ¶ 20.

31. On or about December 24, 2025, Wilson again demanded withdrawal of all remaining contributions, including reiterating his demand to withdraw the $3 million previously requested. Goliath again failed to process the withdrawal or return any portion of Wilson's Contributions. Wilson Compl. ¶ 21.

32. On January 23, 2026, Wilson sent Goliath a written demand letter reiterating his demands for withdrawal of all contributions. Wilson Compl. ¶¶ 23-24, Ex. B.

33. As of the date the Wilson Complaint was filed, the total amount owed to Wilson was approximately ***$8,743,763.65***, exclusive of prejudgment interest, attorneys' fees, and costs. Wilson Compl. ¶26.

34. As of the date herein, Goliath has failed and refused to return Wilson's principal or to remit profits owed to Wilson. Wilson Compl. ¶27.

C. JOHN D. EULIANO, AS TRUSTEE OF THE JOHN D. EULIANO REVOCABLE TRUST UTD 5-27-14, AND BREVARD NURSING ACADEMY, LLC D/B/A COASTAL TECHNICAL INSTITUTE

35. John D. Euliano is the Trustee of the John D. Euliano Revocable Trust UTD 5-27-14 (the "Trust"), a trust created and existing under the laws of the State of Florida.

36. Brevard Nursing Academy, LLC d/b/a Coastal Technical Institute ("BNA") is a limited liability company organized and existing under the laws of the State of Florida.

37. On February 10, 2026, the Trust and BNA jointly filed a lawsuit against Goliath asserting two counts of breach of contract stemming from Goliath's failure and refusal to pay principal investment and fees owed under Goliath's joint venture agreements with the Trust (the "Trust JVA") and BNA (the "BNA JVA"), respectively. A true and correct copy of the Complaint

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

filed by the Trust and BNA (the "Trust and BNA Complaint" or "Trust and BNA Compl."), including the Trust JVA and BNA JVA, is attached hereto as **Exhibit 3**.

i. The Trust

38. On May 17, 2025, the Trust and Goliath "enter[ed] into a Joint Venture" in the cryptocurrency arena. Under the Trust JVA, the Trust would "ma[ke] [c]ontributions into liquidity pools" running on one or more exchanges. Trust and BNA Compl. ¶ 15, Trust JVA §§ 3.1–3.3.

39. The Trust JVA defines "[c]ontribution(s)" as the USD value of any contribution of either USD or cryptocurrency made by Goliath and/or the Trust under the Trust JVA. Trust and BNA Compl. ¶ 16, Trust JVA § 1.1.

40. Under the Trust JVA, any profits generated would be distributed on a monthly basis, first to the Trust at a rate of 5% on contributions and current balances, with any remaining profits allocated to Goliath. Trust and BNA Compl. ¶ 17, Trust JVA §§ 7.1, 7.1.1.1.

41. Goliath therein "guarantee[d] the return of [the] principal amount of capital deposited" by the Trust in connection with the Trust JVA, providing that the Trust's principal investment "shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture," and that this guarantee is "absolute and binding" and remains in effect until the principal is paid in full. Trust and BNA Compl. ¶ 18, Trust JVA § 3.6.

42. Under the Trust JVA, the Trust could request a withdrawal of all or a portion of its contributions by providing notice by email. Trust and BNA Compl. ¶ 19, Trust JVA § 8.1.

43. Goliath agreed to process withdrawals within a reasonable time and to use reasonable efforts to return the requested withdrawal amount within 5 to 7 business days. Trust and BNA Compl. ¶ 19, Trust JVA § 8.1.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

44. The Trust performed its obligations under the Trust JVA, making contributions as contemplated by the agreement. Trust and BNA Compl. ¶ 20, Trust JVA §§ 3.1, 6.1, 6.4.

45. On or about January 20, 2026, the Trust executed an exit agreement terminating the joint venture at the Trust's request (the "Trust Exit Agreement"). Trust and BNA Compl. ¶ 21.

46. The Trust Exit Agreement states that the "current account balance which will be remitted" to the Trust is $656,231.38, and that once executed and processed, funds would be disbursed within seven to ten business days. That sum does not, however, include roughly $550,000 in previous withdrawal requests that have not been honored by Goliath. Trust and BNA Compl. ¶ 23.

47. On February 5, 2026, the Trust served a written Notice of Claim/Written Invitation to Negotiate on Goliath and its counsel, demanding immediate remittance of BNA's principal/account balances and accrued amounts owed, and initiating the negotiation process required by the Trust JVA. Trust and BNA Compl. ¶ 36, Trust JVA § 25.1.

48. As of the date herein, Goliath has failed and refused to remit the principal/account balance described above, and has failed to pay all amounts owed to the Trust through termination, including monthly distributions required by the Trust JVA, totaling over ***$1,206,231.38***. Trust and BNA Compl. ¶¶ 23-24, Trust JVA §§ 3.6, 7.1–7.1.1.1, 8.1.

ii. BNA

49. BNA and Goliath entered into the BNA JVA on March 4, 2025. Trust and BNA Compl. ¶ 25, BNA JVA Ex. C.

50. Under the BNA JVA, BNA would be entitled to "guaranteed monthly profits" generated by its contributions, including a 5% monthly distribution rate from BNA's liquidity account value. Trust and BNA Compl. ¶ 27, BNA JVA §§ 6.1, 6.1.1.1.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

51. The BNA JVA also provides that Goliath guarantees the principal amount held, and that in the event of "impermeant loss," Goliath is responsible for the initial principal and that "all principal payments will be sent back to partners in a timely manner." Trust and BNA Compl. ¶ 28, BNA JVA § 6.3.

52. Under the BNA JVA, BNA could request a withdrawal of all or a portion of its contributions by providing notice by email, and Goliath agreed to process withdrawals within a reasonable time and aim to return BNA's cryptocurrency amount within a 24 to 72-hour period. Trust and BNA Compl. ¶ 30, BNA JVA §§ 7.1-7.2, 7.6.

53. BNA performed its obligations under the BNA JVA, making contributions as contemplated by the agreement. Trust and BNA Compl. ¶ 31.

54. On or about January 21, 2026, BNA executed an exit agreement terminating the joint venture at BNA's request (the "BNA Exit Agreement"). Trust and BNA Compl. ¶ 32.

55. The BNA Exit Agreement states that the "current account balance which will be remitted" to BNA is $235,202.50, and that once executed and processed, funds would be disbursed within seven to ten business days. Trust and BNA Compl. ¶ 34.

56. On February 5, 2026, BNA served a written Notice of Claim/Written Invitation to Negotiate on Goliath and its counsel, demanding immediate remittance of BNA's principal/account balances and accrued amounts owed, and initiating the negotiation process required by the BNA JVA. Trust and BNA Compl. ¶ 36, BNA JVA §§ 28.1–28.2.

57. As of the date herein, Goliath has failed and refused to remit the principal/account balance described above and has failed to pay all amounts owed to BNA through termination, including monthly distributions required by the BNA JVA, totaling over ***$241,500.00***. Trust and BNA Compl. ¶ 52, BNA JVA §§ 6.1.1–6.1.1.1, 6.3–6.4, 7.1–7.2.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

D. MEHAL PATEL

58. On February 25, 2026, Patel filed a lawsuit against Goliath asserting a breach of contract claim stemming from Goliath's failure and refusal to pay principal investment and profit distributions owed under Goliath's joint venture agreements with Patel (the "Patel JVA"). A true and correct copy of the Complaint filed by Patel (the "Patel Complaint" or "Patel Compl."), including the Patel JVA, is attached hereto as **Exhibit 4**.

59. On May 9, 2025, Patel and Goliath entered in the Patel JVA "for the purpose of collaborating on a project in the cryptocurrency arena." Under the Patel JVA, Patel would "ma[ke] [c]ontributions into liquidity pools" running on one or more exchanges. Patel Compl. ¶¶ 13, 15, Patel JVA §§ 3.1–3.3.

60. Patel JVA defines "[c]ontribution(s)" as the USD value of any contribution of either USD or cryptocurrency made by Goliath and/or Patel under the Patel JVA. Patel Compl. ¶ 16, Patel JVA § 1.1.

61. Under the Patel JVA, any profits generated would be distributed on a monthly basis, first to Patel at a rate of 6% on contributions and current balances, with any remaining profits allocated to Goliath. Patel Compl. ¶ 17, Trust JVA §§ 7.1, 7.1.1.1.

62. Goliath therein "guarantee[d] the return of [the] principal amount of capital deposited" by Patel in connection with the Patel JVA, providing that Patel's principal investment "shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture," and that this guarantee is "absolute and binding" and remains in effect until the principal is paid in full. Patel Compl. ¶ 18, Patel JVA § 3.6.

63. Under the Patel JVA, Patel could request a withdrawal of all or a portion of his contributions by providing notice by email. Patel Compl. ¶ 19, Patel JVA § 8.1.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

64. Goliath agreed to process withdrawals within a reasonable time and to use reasonable efforts to return the requested withdrawal amount within 5 to 7 business days. Patel Compl. ¶ 19, Patel JVA § 8.1.

65. Patel performed his obligations under Patel JVA, making contributions as contemplated by the agreement. Patel Compl. ¶ 20, Patel JVA §§ 3.1, 6.1, 6.4.

66. On or about January 9, 2026, Patel executed an exit agreement terminating the joint venture at Patel's request (the "Patel Exit Agreement"). Patel Compl. ¶ 21.

67. The Patel Exit Agreement states that the "current account balance which will be remitted" to Patel is $106,000.00, and that once executed and processed, funds would be disbursed within seven to ten business days. That sum does not, however, include over $87,000.000 in outstanding balances and compounding interest that Goliath has failed to pay Patel. Patel Compl. ¶ 23.

68. As of the date herein, Goliath has failed and refused to remit the principal/account balance described above, and Goliath has failed to pay all amounts owed to Patel through termination, including monthly distributions required by Patel JVA, totaling over ***$193,000.00***. Patel Compl. ¶ 30.

E. COLE BRANTLEY

69. On or about April 23, 2025, Cole Brantley entered into a written Joint Venture Agreement with Goliath Ventures, Inc. ("Goliath") (the "Brantley Personal JVA"). A true and correct copy of the Declaration of Cole Brantley is attached hereto as **Exhibit 5**.

70. Under the Brantley Personal JVA, Goliath expressly represented and agreed that it "guarantees the return of [the] principal amount of capital deposited" and that the principal amount

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

"shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture." Ex. 5 ¶ 3.

71. The Brantley Personal JVA also provides that if Brantley requests a withdrawal, he may do so by email, and Goliath will "within a reasonable time" process the withdrawal and "use reasonable efforts" to return the requested amount within five (5) to seven (7) business days. Ex. 5 ¶ 4.

72. Brantley also invested through his IRA. As set forth in the Brantley Declaration, Brantley's IRA investment was made through Madison Trust Company as custodian, using an IRA-owned limited liability company. On or about April 24, 2025, CGB LOIS T LLC (the "IRA LLC"), an IRA-owned limited liability company for Brantley's IRA, entered into a written Joint Venture Agreement with Goliath (the "Brantley IRA JVA"). Ex. 5 ¶ 5.

73. Brantley is the Manager of the IRA LLC. Ex. 5 ¶ 5.

74. Under the Brantley IRA JVA, Goliath likewise represented and agreed that it guarantees the return of the principal amount of capital deposited and that it will use reasonable efforts to return requested withdrawals within five (5) to seven (7) business days after a withdrawal request by email, subject to limited delay provisions stated in the agreement. Ex. 5 ¶ 6.

75. Pursuant to his agreements, Brantley deposited $700,000.00 in principal under the Brantley Personal JVA and an additional $120,348.69 in principal under the Brantley IRA JVA (via the IRA LLC), for a total principal investment of $820,348.69 into Goliath. Ex. 5 ¶ 7.

76. Goliath represented to Brantley that his balances were growing through compounding. Based on the most recent reporting and information Goliath provided, Goliath represented that: (a) Brantley's Personal JVA balance was $1,113,078.00 (including $700,000.00 principal and $413,078.00 in additional compounded amounts); (b) Brantley's IRA JVA balance

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

was $177,392.47 (including $120,348.69 principal and $57,043.78 in additional compounded amounts); and (c) total money represented as owed (including compounding) was $1,290,470.47. Ex. 5 ¶ 8.

77. Goliath made some payments to Brantley that it represented were distributions/returns. In total, Brantley received $65,575.93 in distributions. Ex. 5 ¶ 9.

78. Despite the principal-guarantee and withdrawal provisions in Brantley's agreements, and despite Brantley's requests that Goliath return his funds and pay what is owed, Goliath has not returned Brantley's money. Ex. 5 ¶ 10.

79. Based on the figures above, Brantley's total net loss of principal is $754,772.76, and his total net loss of all money owed (including compounding) is $1,224,894.54. Ex. 5 ¶ 10.

80. Brantley does not control, and has never controlled, any Goliath corporate bank accounts, crypto wallets, private keys, exchange accounts, or internal ledgers. Brantley cannot verify where his money is being held or whether it is being moved; and Brantley has no practical way to prevent dissipation or transfer of assets absent Court intervention and Court control. Ex. 5 ¶ 11.

F. ECLYFE LLC

81. ECLYFE LLC ("ECLYFE") is a Florida limited liability company. A true and correct copy of the Declaration of Benjamin Epstein ("Epstein Declaration"), as Manager of ECLYFE LLC, is attached hereto as **Exhibit 6.**

82. As set forth in the Epstein Declaration, on or about April 7, 2025, ECLYFE entered into a written Joint Venture Agreement with Goliath (the "ECLYFE JVA"). Ex. 6 ¶ 4.

83. Under the ECLYFE JVA, Goliath expressly represented and agreed that it guarantees the return of the principal amount of capital deposited by ECLYFE in connection with

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

the Joint Venture, and that the principal shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture. Ex. 6 ¶ 5.

84. The ECLYFE JVA also provides that withdrawals are requested by email notice and that Goliath will, within a reasonable time, process withdrawals and use reasonable efforts to return the requested withdrawal amount within five (5) to seven (7) business days, subject to limited delay provisions stated in the agreement. Ex. 6 ¶ 6.

85. ECLYFE transmitted a total of $4,000,000.00 to Goliath. Ex. 6 ¶ 7.

86. The transaction report attached to the Epstein Declaration reflects (among other entries) outgoing transfers from ECLYFE to Goliath totaling $4,000,000.00, including: (a) $500,000.00 outgoing wire on or about December 26, 2023; (b) $500,000.00 outgoing wire on or about September 23, 2024; (c) $500,000.00 outgoing wire on or about November 21, 2024; (d) $500,000.00 outgoing wire on or about February 26, 2025; (e) $500,000.00 outgoing wire on or about April 24, 2025; (f) $500,000.00 outgoing wire on or about May 28, 2025; and (g) $1,000,000.00 outgoing wire on or about July 24, 2025. Ex. 6 ¶ 8.

87. ECLYFE received incoming wire transfers and other credits totaling $2,210,000.00 that were associated with ECLYFE's relationship with Goliath and the program described in the ECLYFE JVA. These receipts included periodic payments represented and understood to be "interest" or monthly distributions, as well as a larger wire labeled as a termination/redemption. Ex. 6 ¶ 9.

88. Based on ECLYFE's records and the transaction report, ECLYFE's net loss is $1,790,000.00. Ex. 6 ¶ 10.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

89. Despite Goliath's contractual promises—especially the principal guarantee and the requirement that withdrawals be timely processed—and despite demand, ECLYFE has not recovered the remaining $1,790,000.00. Ex. 6 ¶ 12.

90. ECLYFE does not control, and has never controlled, any Goliath corporate bank accounts, crypto wallets, private keys, exchange accounts, or internal ledgers. ECLYFE cannot verify where its funds are presently held or whether they are being moved, transferred, commingled, concealed, or dissipated. Ex. 6 ¶ 13.

G. THE ONGOING FEDERAL CRIMINAL ACTION AGAINST GOLIATH'S CEO, CHRISTOPHER ALEXANDER DELGADO

91. From January 2023 through January 2026, Goliath entered into several joint venture agreements with investors. Many of these agreements were signed by Goliath's President and Chief Executive Officer, Delgado, including each of the aforementioned joint venture agreements: the TwentyWon JVA, the Wilson JVA, the Trust JVA, the BNA JVA, and the Patel JVA.

92. On February 20, 2026, the United States filed a Criminal Complaint in the United States District Court for the Middle District of Florida, Case No. 6:26-mj-1240, charging Delgado with wire fraud (18 U.S.C. § 1343) and money laundering (18 U.S.C. § 1957) in connection with Goliath. A true and correct copy of the Criminal Complaint and Affidavit in Support of the Criminal Complaint (collectively, the "Criminal Complaint") is attached hereto as **Exhibit 7**.

93. On February 24, 2026, the United States Department of Justice and United States Attorney's Office for the Middle District of Florida issued a press release (the "Press Release") announcing that Delgado had been arrested in connection with the Criminal Complaint, and that if convicted on all counts, Delgado faces a maximum penalty of 30 years in federal prison. A true and correct copy of the Press Release is attached hereto as **Exhibit 8**.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

94. According to the Criminal Complaint and Press Release, from January 2023 through January 2026, Delgado operated Goliath as a Ponzi scheme by soliciting victims to invest substantial sums of money under false and fraudulent promises of monthly returns generated through cryptocurrency "liquidity pools," and victims were induced through personal referrals, marketing materials, luxury events, charitable sponsorships, and some monthly payments of purported returns. Ex. 7 ¶ 5, Ex. 8.

95. The Criminal Complaint alleges that, through fraudulent representations, Delgado and his co-conspirators obtained ***at least $328 million*** from investors. Ex. 7 ¶ 5, Ex. 8.

96. The Criminal Complaint states that Goliath held itself out to potential investors as "a joint venture private fund" investing in blockchain and cryptocurrency projects and purported to leverage liquidity pools to generate passive income for qualified investors. Ex. 7 ¶ 23.

97. The Criminal Complaint alleges that Goliath's investors were told through presentations and marketing materials that their funds would move from a traditional bank account in Goliath's name to Coinbase, then to an "encrypted ledger," and ultimately into liquidity pools where returns would be generated. Ex. 7 ¶ 25.

98. The Criminal Complaint alleges that investors were also provided with regular account updates through online portals, including a mobile application, reflecting consistent monthly gains, but that the information provided in the investment materials, contracts, and the online portal, however, was false and fraudulent. The reported returns were materially false and artificially calculated and manipulated to match the promised rates of return. Ex. 7 ¶¶ 27-28, 35.

99. The Criminal Complaint alleges that, although Goliath represented to investors that their funds would be placed into cryptocurrency liquidity pools, investor funds were primarily used to pay purported returns to earlier investors, to return principal to investors who requested it, and

NOT AN OFFICIAL COPY PUBLIC ACCESS - NOT AN OFFICIAL COPY

for Delgado's personal expenditures. Only a nominal amount of approximately $1.5 million was actually sent to crypto exchanges such as Uniswap. Ex. 7 ¶¶ 6-7, 36, FN 2.

100. The Criminal Complaint alleges that Delgado used investor funds for personal expenditures, including wire transfers toward real property purchases throughout Florida in Winter Park, Kissimmee, Windermere, and Sanford. Ex. 7 ¶¶ 7, 30–31.

101. The Criminal Complaint alleges that Delgado and his co-conspirators took decisive steps to conceal the scheme and maintain investor trust by providing fabricated statements, giving bogus explanations for delayed payments and redemptions, and allowing some investors to receive more than they initially invested. Beginning in late 2025, when investors attempted to withdraw principal or purported returns, Goliath delayed payments, provided shifting explanations, and ultimately restricted or terminated investor access to purported investment information. Ex. 7 ¶¶ 8-9.

LEGAL STANDARD GOVERNING APPOINTMENT OF A RECEIVER

Florida law empowers this Court—through both inherent and equity jurisdiction—to appoint a receiver to protect and marshal assets that are the subject of competing claims, particularly where fraud, self-dealing, waste, or threatened loss is shown.

I. THE COURT CAN APPOINT A RECEIVER TO PROTECT CREDITORS

"A receiver is 'a disinterested person appointed by the court for the protection or collection of property that is the subject of diverse claims.'" *Granada Lakes Villas Condo. Ass'n, Inc. v. Metro-Dade Invs. Co.*, 125 So. 3d 756, 758 (Fla. 2013). Florida courts possess inherent equitable power to appoint a receiver, and that authority exists in addition to any statutory authorization. *Id.* at 758–59. The decision whether to impose a receivership lies

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

within the trial court's sound discretion to be exercised "according to the facts and circumstances of each particular case." *Id*. at 758.

Receiverships are primarily for the benefit of the creditors. *Christian Broad. Network, Inc. v. Turner Communications Corp.*, 368 So. 2d 1345, 1349 (Fla. 4th DCA 1979); *see also Puma Enterprises Corp. v. Vitale*, 566 So. 2d 1343 (Fla. 3d DCA 1990) (receiver was properly appointed upon application by creditors and limited partners without notice to preserve mortgage that was sole asset of limited partnership). Indeed, "a court of equity may upon a proper showing of jurisdiction and right appoint a receiver of property at the instance and for the benefit of lien creditors, and may, upon a proper showing, confer upon the receiver authority to operate the property for the benefit of the creditors." *Knickerbocker Tr. Co. v. Green Bay Phosphate Co.*, 56 So. 699, 701 (Fla. 1911).

II. NOTICE IS NOT REQUIRED

Procedures governing receivers are set out in Florida Rule of Civil Procedure 1.620. Rule 1.620(a) provides that the notice provisions of Rule 1.610 apply to applications for appointment of receivers. Fla. R. Civ. P. 1.620(a).

The Florida Supreme Court and Fourth DCA dictate that trial courts may issue injunctions and appoint receivers *without notice*. *State v. Beeler*, 530 So. 2d 932, 933 (Fla. 1988); *Karafilakis v. Stavroulakis*, 150 So. 277 (Fla. 1933) (affirming order appointing receiver in dissolution action); *Inverrary Gardens Condo. I Ass'n, Inc. v. Spender*, 939 So. 2d 1159, 1160 (Fla. 4th DCA 2006) (noting that trial court granted *ex-parte* order issuing an injunction and appointing receiver after allegations of "gross mismanagement, neglect, fraud, and dishonesty"). "A temporary injunction may be granted without written or oral notice to the adverse party if: (A) it appears from the specific facts shown by affidavit or verified pleading that immediate and irreparable injury, loss,

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

or damage will result to the movant before the adverse party can be heard in opposition; and (B) the movant's attorney certifies in writing any efforts that have been made to give notice and the reasons why notice should not be required." Fla. R. Civ. P. 1.610(a)(1). "[I]ncorporating rule 1.610 requirements, a receiver may only be appointed without notice if: (1) it appears from specific facts shown by affidavit or verified complaint that immediate and irreparable injury, loss, or damages will result before a hearing can take place; (2) the movant's attorney must certify in writing any efforts that have been made to give notice, and the reasons why notice should not be required; and (3) the trial court states the reasons notice was not required, and how irreparable harm might result if immediate action is not taken." *Phillips v. Greene*, 994 So. 2d 371, 373 (Fla. 3d DCA 2008). Applications for the appointment of a receiver follow the same notice requirements as temporary injunctions. Fla. R. Civ. P. 1.620(a) ("The provisions of rule 1.610 as to notice shall apply to applications for the appointment of receivers.").

Florida appellate courts require a concrete showing that the emergency truly warrants dispensing with notice—i.e., that the property is at immediate risk of being diverted, dissipated, destroyed, allowed to deteriorate, or wasted, such that delaying providing notice would likely defeat the relief sought. *See DeSilva v. First Cmty. Bank of Am.*, 42 So. 3d 285, 289 (Fla. 2d DCA 2010). In the Fourth District, a movant must explain how giving notice would precipitate the injury or how the time required to provide notice would permit the threatened injury to occur. *Smith v. Knight*, 679 So. 2d 359, 361–62 (Fla. 4th DCA 1996). "Examples of such a showing are where notice of a hearing will prompt a defendant to destroy records, cause unsecured assets to be liquidated in the context of a fraudulent enterprise, or precipitate the disposal of the major asset of a partnership subject to an accounting." *Id.* (footnotes omitted).

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

III. RECEIVERS ARE APPOINTED "AS A MATTER OF COURSE"

A trial court may appoint a receiver to facilitate the accomplishment of the purposes of a partnership. Among other things, it may empower the receiver to manage and preserve assets in order to accomplish an orderly winding up of the partnership affairs. *Key Caisee Corp. v. Seashore Shell Co.*, 470 So. 2d 792, 792–93 (Fla. 3d DCA 1985) ("the trial court [] appointed a receiver to facilitate the accomplishment of the purposes of a partnership. Among other things, it empowered the receiver to arrange financing in order to continue the operation of the partnership and preserve its principal asset in order to accomplish an orderly winding up of the partnership affairs. We find no error in either ruling and affirm.") (citing *Karafilakis v. Stavroulakis*, 150 So. 277; *Allen v. Hawley*, 6 Fla. 142 (1855); *Arison Shipping Company v. Klosters Rederi A/S*, 259 So.2d 784 (Fla. 3d DCA 1972). *See also Kosow v. Kovens*, 473 So. 2d 776 (Fla. 3d DCA 1985) (holding that trial court's appointment of receiver in dissolution was proper). In addition, in the partnership context, "courts will not encourage a member of a partnership in continuing control of partnership assets against the will of his copartners." *Reed v. Beals*, 82 So. 234, 234 (Fla. 1919).

> The law may be considered as settled, that whenever the intervention of a court of equity becomes necessary, in consequence of dissentions or disagreements between the partners, to effect a settlement and closing of the partnership concerns, upon bill filed by any of the partners, showing either a breach of duty on the part of the other partners, or a violation of the agreement of partnership, a receiver will be appointed as a matter of course.

Id. That same rationale applies here.

IV. THE COURT CAN APPOINT A RECEIVER IN CASES OF FRAUD AND DISSIPATION OF ASSETS

The power to appoint a receiver should be exercised in "cases where the exigencies demand it and no other protection to the applicants can be devised by the Court." *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 203 (Fla. 1949). *McAllister*

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

recognizes that a corporate receiver be appointed where "actual fraud, or mismanagement amounting to fraud… [may] reasonably portend imminent danger of loss of corporate assets" and "seriously threaten corporate existence." *Id.* at 203.

ARGUMENT

I. THE COURT MUST ACT NOW: EVERY HOUR WITHOUT COURT CONTROL INCREASES THE RISK OF PERMANENT LOSS

This is not a routine contract dispute. It is the collapse of an alleged crypto investment enterprise that has already stopped paying its participants, is now being accused by federal authorities of operating as a massive Ponzi scheme and is facing a rapidly accelerating "run" on whatever assets remain. With that backdrop, every hour without Court supervision is an hour in which cash can be wired, crypto can be transferred, records can be deleted, and assets can be placed beyond the reach of victims. The only practical way to stop that bleeding is immediate Court control through a receiver.

Federal law enforcement has now publicly announced that Goliath's President and Chief Executive Officer, Delgado, has been arrested on a criminal complaint for wire fraud and money laundering in connection with an alleged Ponzi scheme run through Goliath Ventures. As shown by the evidence attached to this Motion, over a multi-year period, Goliath solicited victims to invest substantial sums—at least $328 million—and those funds were not used as represented, but instead were used to pay earlier participants, fund extravagant events and travel, and acquire real property. In other words, the enterprise has entered the precise phase in which fraud operations typically implode: the leader is arrested, payments stop, and the remaining insiders every incentive to scatter assets and conceal the trail.

In the TwentyWon Ventures action, TwentyWon alleges it invested substantial funds with Goliath under a written Joint Venture Agreement for deployment into crypto liquidity pools; that

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Goliath guaranteed repayment of TwentyWon's principal; that Goliath was obligated to use reasonable efforts to process withdrawals and return requested amounts within 5 to 7 business days; and that, despite demand, Goliath has refused to return TwentyWon's principal. Ex. 1.

The same pattern is alleged by all victims—demonstrating this is systemic, not isolated. Ex. 2-4. Those allegations—across separate agreements, separate plaintiffs, and separate transactions—are the classic signature of a likely fraudulent enterprise in complete freefall: (1) returns stop; (2) withdrawal requests are "confirmed" but not paid; (3) exit paperwork is issued to placate investors, yet no funds arrive; (4) demands and pre-suit notices are ignored; (5) litigation multiplies; and now (6) federal arrest and public allegations of a Ponzi scheme ignite panic and further accelerate dissipation risk.

The risk of permanent loss is especially acute here because the disputed assets are not limited to traditional property that moves slowly and leaves a paper trail. Goliath's business was built around cryptocurrency and digital transfers. Crypto assets can be moved in seconds, across jurisdictions, through layers of transactions that rapidly frustrate tracing and recovery. Digital records can be altered or wiped. Access credentials can be changed, devices destroyed, wallets drained, and exchange accounts emptied—quietly, immediately, and often irreversibly. Once that happens, a later money judgment is cold comfort.

Without an immediate receiver, there is no effective mechanism to prevent: (1) dissipation of cash and crypto through transfers, withdrawals, loans, or off-books payouts to insiders and preferred participants; (2) preferential payments that reward the fastest or most connected investors at the expense of everyone else, creating a chaotic race to the courthouse and ensuring inequitable depletion; (3) liquidation, concealment, or encumbrance of real property and other tangible assets allegedly acquired with investor funds; (4) destruction, concealment, or alteration of the books and

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Docusign Envelope ID: E9018CEB-BZD5-8814-8049-BB05D15E2F68

records that are critical to identifying victim deposits, tracing transfers, and locating remaining assets; and (5) further incurrence of obligations in Goliath's name while victims are left unpaid.

This Court does not have to wait for the asset-trail to go cold. The complaints and the federal arrest announcement show an enterprise that has already stopped paying and is now under criminal scrutiny. The moment for judicial intervention is now—before the remaining assets are scattered, before the records disappear, and before victims are forced to compete in disorderly, piecemeal litigation for scraps. A receiver is thus the only remedy that prioritizes preservation over panic, and equity over chaos.

II. THIS CASE PRESENTS THE CLASSIC "IMMINENT WASTE" SCENARIO BECAUSE THE DOJ ALLEGES A PONZI SCHEME AND DIVERSION OF INVESTOR FUNDS

This case is not a mere contractual dispute in a functioning business. It is a collapsing financial enterprise facing public allegations by the DOJ that the very "returns" used to induce investor participation were the hallmarks of a Ponzi scheme—one that obtained at least $328 million from victims and involved wire fraud and money laundering. Ex. 5, Ex. 6. Those allegations matter for one reason above all others: they are the ultimate "imminent waste" red flag.

Florida courts recognize that a receivership is precisely the tool designed for this moment—when credible allegations show that assets are at risk of dissipation, diversion, concealment, or destruction if left in the hands of the very actors accused of wrongdoing. In *Inverrary Gardens Condo. I Ass'n, Inc. v. Spender*, the Fourth District affirmed emergency relief that included a receiver where the allegations involved "gross mismanagement, neglect, fraud [and] dishonesty"—precisely the kind of circumstances now alleged here by the DOJ. 939 So. 2d at 1160. In *Schwadel v. Uchitel*, the Third District recognized the court's equitable power to step in with injunctive relief to prevent corporate officers and directors from wrongfully dealing with corporate assets. 455 So. 2d 401, 403 (Fla. 3d DCA 1984). That is exactly what Plaintiffs ask this

Court to do—rather than allowing Goliath's remaining assets in the hands of those accused of diverting them.

The need for immediate court control is even more acute here because the alleged "business" is a crypto enterprise. Florida courts expressly recognize that emergency relief is warranted where notice would accelerate the harm or enable dissipation. In *Smith v. Knight*, the Fourth District explained that *ex parte* injunctive relief is justified where advance notice would allow irreparable injury to occur, including where notice would prompt destruction of records or "cause unsecured assets to be liquidated in the context of a fraudulent enterprise." 679 So. 2d at 361–62 (emphasis added). That warning is tailor-made for a crypto scheme: unsecured digital assets can be moved in minutes—sometimes seconds—into wallets beyond the reach of victims and the Court. Florida's highest court likewise recognizes that trial courts have authority to issue injunctive relief and appoint receivers without notice where circumstances warrant. *State v. Beeler*, 530 So. 2d at 933.

This Court is not being asked to act on speculation. Plaintiffs' verified allegations and the DOJ indictment already show a business in freefall. These verified allegations demonstrate the same pattern: money went in; assurances were made; withdrawals were demanded; and payments stopped. That is the civil counterpart to what the DOJ now alleges on the criminal side. The combined picture is unmistakable—a company that cannot (or will not) pay its obligations, a CEO arrested for alleged fraud and laundering, and a pool of assets that can be dissipated with a keystroke.

The point is simple: there is no scenario in which leaving Goliath's remaining assets under the control of insiders reduces risk. It only increases it. Without a receiver, the Court risks supervising a case where the ultimate judgment is meaningless because the assets have been

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

siphoned away, records disappear, and the victims are left chasing ghosts. The Court must act now to place Goliath's assets under neutral court supervision and stop the imminent waste before it becomes permanent loss.

III. PLAINTIFFS HAVE A CLEAR RIGHT TO THE FUNDS AND ARE LIKELY TO PREVAIL ON THE MERITS—THE CONTRACTS GUARANTEED RETURN OF PRINCIPAL AND REQUIRED TIMELY PROCESSING OF WITHDRAWALS.

This is not a case where Plaintiffs ask the Court to speculate about market risk, trading losses, or whether a "crypto strategy" should have succeeded. Goliath did not sell these transactions as uncertain investments. It sold them as contractually protected placements—placements in which Plaintiffs' money was supposed to remain Plaintiffs' money, and in which Goliath promised swift return upon demand. Florida courts have ample equitable authority to impose immediate court control where the movant demonstrates a clear legal right and a strong likelihood of success—precisely to prevent a defendant from using continued control of disputed assets to defeat the very relief the lawsuit seeks. *See Shafer v. Shafer*, 898 So. 2d 1053, 1055 (Fla. 4th DCA 2005) (citing *Wexler v. Lepore*, 878 So. 2d 1276, 1281 (Fla. 4th DCA 2004), rev. denied, 888 So. 2d 625). "A court of equity is empowered to issue injunctive relief to prevent officers or directors of a corporation from wrongfully dealing with corporate assets." *Schwadel v. Uchitel*, 455 So. 2d at 403. Where, as here, the written agreements themselves establish Plaintiffs' right to return of principal and prompt withdrawals—and Goliath has flatly refused to perform—the need for immediate preservation is obvious.

Goliath's own contractual language is devastating to any claim that Plaintiffs merely assumed an investment risk. The JVAs at issue did not just promise "best efforts," or returns "if available," or repayment "when the venture ends." They *guaranteed* principal. For example, the TwentyWon JVA provides that Goliath "hereby guarantees the return of [the] principal amount of

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

capital deposited," and that the principal "shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture." Ex. 1 ¶ 17. The agreement further emphasizes the guarantee is "absolute and binding" and remains in effect until the principal is paid in full. *Id.* The Wilson JVA, Trust JVA, BNA JVA, and Patel JVA mirror this wording. Ex. 2-4. This is not aspirational language, but a repayment obligation stated in the strongest possible terms.

Furthermore, the TwentyWon JVA also provides that TwentyWon could request withdrawal by email, and that Goliath would process withdrawals within a reasonable time and use reasonable efforts to return the requested amount within 5 to 7 business days. The BNA JVA goes further: it states the goal is to have withdrawal requests completed within 24–72 hours. Ex. 3 ¶¶ 49–50.

The elements of breach of contract in Florida are straightforward: (1) a valid contract, (2) a material breach, and (3) damages. *Friedman v. N.Y. Life Ins. Co.*, 985 So. 2d 56, 58 (Fla. 4th DCA 2008). Plaintiffs satisfy each element. Indeed, Plaintiffs performed under their respective JVAs by investing substantial sums, demanded return of their principal investment, and Goliath failed and refused to return principal "as guaranteed."

In other words, Plaintiffs are asking the Court to enforce written repayment promises—and to prevent the remaining assets from being dissipated before judgment can be entered. Florida law recognizes that where a movant shows a clear legal right and a substantial likelihood of success, equitable relief is available to preserve the status quo and prevent further harm. *See Shafer*, 898 So. 2d at 1055; *Wexler*, 878 So. 2d at 1281. When the merits are strong, delay becomes more—not less—dangerous. Every hour that Goliath remains in unilateral control is an hour in which the only source of meaningful recovery can be diminished, diverted, or made untraceable. A money judgment is only as real as the assets that remain when the judgment is entered.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

That is why this Court's equitable authority must be utilized here. Florida courts may act to stop improper dealing with corporate assets and to impose court supervision where necessary to preserve the property and protect the parties' rights pending final adjudication. *See Schwadel*, 455 So. 2d at 401. Here, the contracts establish Plaintiffs' clear right to the return of principal and prompt processing of withdrawals. Goliath's refusal to perform—coupled with the extraordinary ease with which crypto-related assets can be moved beyond reach—makes immediate Court intervention not just appropriate, but essential.

A receiver is therefore the only practical tool that can (1) locate, secure, and freeze what assets remain; (2) impose transparent, centralized control over wallets, accounts, and records; and (3) ensure that the funds Plaintiffs are contractually entitled to recover are not permanently lost.

IV. PLAINTIFFS WILL SUFFER IMMEDIATE AND IRREPARABLE HARM ABSENT A RECEIVER BECAUSE GOLIATH CAN SECRETLY MOVE CRYPTO ASSETS, AND THE RISK IS NOT JUST "DISSIPATION," BUT VANISHING

This is an emergency to preserve what may be the last recoverable pool of victim funds. If the Court does not take control now, there is a substantial and immediate risk that the remaining assets will be transferred, concealed, commingled, or consumed—leaving Plaintiffs with nothing more than paper judgments against an empty shell. Currently, Delgado is on house arrest and is believed to have terminated all of Goliath's personnel—leaving him in unchecked control of Goliath's assets.

A receivership is appropriate when property is at immediate risk of being "diverted, dissipated, destroyed, allowed to deteriorate, or wasted." *DeSilva v. First Cmty. Bank of Am.*, 42 So. 3d at 289. Where allegations show that "property and assets . . . [were] being or had been allegedly diverted," the appointment of a receiver is warranted to stop the bleeding and preserve what's left. *Edenfield v. Crisp*, 186 So. 2d 545, 549 (Fla. 2d DCA 1966). Moreover, Florida's

NOT AN OFFICIAL COPY PUBLIC ACCESS - NOT AN OFFICIAL COPY

Supreme Court has confirmed that equitable receiverships are reserved for cases involving "fraud, self-dealing, or waste"—because those are the circumstances in which delay is deadly and ordinary remedies are inadequate. *Granada Lakes Villas Condo. Ass'n, Inc.*, 125 So. 3d at 759. This record presents that scenario in its most dangerous form. Plaintiffs (and the many similarly situated investors) have been demanding the return of their principal for months—to no avail.

Goliath promised that withdrawals would be processed promptly—within days—and, in some instances, issued written "Exit Agreements" promising to remit the "current account balance" within seven to ten business days. Ex. 1, 2-4. Yet those deadlines came and went. No funds. No transparency. No meaningful explanation. Instead, Defendant remains in possession of—and maintains unilateral control over—the accounts, wallets, and systems that hold (or once held) the victims' money. That information asymmetry is not incidental; it is quintessential irreparable harm. Plaintiffs cannot "monitor" a crypto enterprise from the outside. They do not have the private keys. They do not have access to the exchange accounts. They do not have the internal wallet maps, the transaction logs, the credentials, the cold-storage devices, or the ability to stop transfers. Only Goliath's insiders do. And when insiders control digital assets, delay is an invitation for funds to disappear. By the time subpoenas are served, depositions are taken, and orders are entered, the assets may already be gone in a way that makes tracing difficult, expensive, and uncertain. That is why the harm here is irreparable. Without a receiver, Plaintiffs face the very real prospect that the remaining assets will not merely be depleted—they will vanish. And if the assets vanish, Plaintiffs' contract rights become meaningless.

A receiver is the only practical mechanism to stop that outcome. A Court-appointed receiver can immediately take custody and control of corporate records, bank and exchange accounts, wallet credentials, and private keys; secure and preserve digital assets; prevent further

NOT AN OFFICIAL COPY PUBLIC ACCESS - NOT AN OFFICIAL COPY

unauthorized transfers; and marshal and safeguard property for the benefit of all victims and creditors under Court supervision. Without that immediate Court control, Plaintiffs have no realistic way to prevent further diversion, and no adequate remedy if it occurs. This Court should not permit a crypto enterprise accused of massive investor fraud to remain outside judicial control. The irreparable harm is happening now; every day without a receiver increases the likelihood that the remaining assets will be unrecoverable.

V. THE COURT MUST PREVENT THE "RACE TO THE COURTHOUSE" AND STOP INSIDERS FROM CHOOSING WINNERS AND LOSERS WITH VICTIM MONEY

This is already not a single, contained contract dispute between one investor and one company. It is a rapidly escalating, multi-victim collapse that is triggering exactly what equity exists to stop: a scramble for whatever assets remain, where recovery is dictated by speed, leverage, and insider access—not by law. Plaintiffs' verified allegations show the scramble has already begun. This situation is likely to produce a race to the courthouse: individual victims rush to file, rush to freeze accounts, rush to garnish, rush to seize. The predictable result is not justice—it is chaos. The first creditor to find a reachable account wins; the rest are left with judgments against an empty shell.

Worse, the federal authorities' allegations describe that selective repayment has already been part of the playbook. The DOJ publicly alleges that Goliath's investor funds were "primarily used" to pay purported returns to earlier investors and to return principal to investors who requested it. Ex. 5, Ex. 6. Those allegations describe the very evil this Court must prevent now: insiders choosing who gets paid and who does not—using victim money. If the Court does not take control of the enterprise immediately, there is nothing to stop the same insiders from continuing to pick winners and losers—while everyone else is left behind.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Florida law does not tolerate that kind of preferential free-for-all. The Florida Supreme Court has emphasized that a receiver is "an arm of the Court," and that funds in the receiver's possession are treated "as though they were in the hands of the Court and are held for the benefit of all lawful claimants." *Columbia Bank for Cooperatives v. Okeelanta Sugar Coop.*, 52 So. 2d 670, 673 (Fla. 1951). The Court cautioned that it should not allow a device that would "give such creditor a preferential status over others," and held that the Court "must zealously guard the funds in the hands of a receiver in the interest of all claimants thereto." *Id.* That principle is not trivial—it is the controlling equitable concern here. Without a receiver, Goliath's remaining assets can be siphoned away through selective "repayments," insider transfers, and ad hoc deals that reward access rather than right.

And the Florida Supreme Court has likewise recognized that, once a receiver is appointed, the property comes into the Court's custody—custodia legis—so that it cannot be carved up piecemeal through outside execution efforts. *See Tippins v. Belle Mead Dev. Corp.*, 150 So. 719, 721 (Fla. 1933). That is exactly what Plaintiffs ask this Court to accomplish: bring the remaining assets under this Court's control, stop the grab-what-you-can scramble, and prevent irreversible prejudice to victims who cannot win a sprint against insiders and better-positioned claimants.

This is also why Florida courts approve decisive equitable intervention where fraud and imminent asset loss are at issue. Where "mismanagement of corporate affairs" amounts to fraud upon the rights of a creditor and may "reasonably portend imminent danger of loss of corporate assets," a receiver is proper. *McAllister Hotel, Inc.*, 40 So. 2d at 203. And where the enterprise is alleged to be fraudulent, courts recognize that notice and delay can enable liquidation or concealment of assets—making immediate court control essential. *See Smith*, 679 So. 2d at 361–62.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Put simply: without a receiver, the remaining funds will not be protected for all victims—they will be distributed by happenstance or handed out by insiders. Equity does not require this Court to stand back and watch the last liquid assets disappear into a maze of selective payments, emergency writs, and private deals. This Court has the authority—and the obligation—to stop the "race," preserve what remains, and ensure that recovery is governed by a transparent, court-supervised process instead of insider favoritism and creditor panic.

VI. A RECEIVER IS THE ONLY TOOL THAT CAN ACTUALLY SECURE AND PRESERVE THESE ASSETS; AN INJUNCTION ALONE IS NOT ENOUGH

An injunction is a command. A receivership is control. And in a collapsing fraudulent enterprise—where value can be moved in seconds, across borders, with a few keystrokes—control is the only thing that matters. Here, a stand-alone injunction would leave the same insiders (or whoever remains behind the curtain after Delgado's arrest, or Delgado himself if he is released) holding the passwords, private keys, seed phrases, exchange credentials, and access to the corporate books. It would leave them in possession of the very "switches" that can move assets from identifiable accounts into untraceable wallets—or erase the trail entirely. A paper order cannot secure a hardware wallet. A paper order cannot rotate credentials, lock down exchange accounts, or take custody of the keys that control the assets. A paper order cannot preserve servers, devices, records, and transaction logs before they disappear. Only a court-appointed receiver can do those things—immediately—and under this Court's supervision. The facts alleged show why reliance on "voluntary compliance" is not just unrealistic—it is dangerous. Plaintiffs invoked the contractual off-ramps that were supposed to protect them: written withdrawal notices and exit requests. Those provisions were ignored.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

In other words, when Plaintiffs asked for their money back through the very mechanisms Defendant wrote into the JVAs, Defendant did not comply. That is not a company that can be "enjoined" into honesty. It is a company that must be taken out of the hands of bad actors and placed under court control. Florida courts recognize the Court's authority to appoint a receiver when fraud, mismanagement, and imminent waste threaten the property at issue. *See, e.g., Inverrary Gardens Condo. I Ass'n, Inc. v. Spender*, 939 So. 2d at 1160 (describing an ex parte injunction and receivership after allegations of "gross mismanagement, neglect, fraud, and dishonesty"); *McAllister Hotel, Inc.*, 40 So. 2d at 203; *Puma Enters. Corp.*, 566 So. 2d at 1345. A receiver is not merely another litigant; the receiver is "an officer of the court" charged with preserving and managing assets under the Court's direction. *Southeast Bank, N.A. v. Ingrassia*, 562 So. 2d 718, 721 (Fla. 3d DCA 1990).

That distinction—command versus control—is decisive here. The DOJ alleges that this enterprise operated as a Ponzi scheme, raising at least $328 million through false promises tied to "cryptocurrency liquidity pools." Those allegations necessarily mean the assets are at risk of concealment, diversion, and destruction of evidence. When the alleged wrongdoers control the accounts, the devices, and the keys, an injunction becomes a contempt proceeding waiting to happen—after the money is already gone.

Florida appellate courts have recognized that immediate court intervention is justified where delay risks spoliation or liquidation—where notice or time will "prompt a defendant to destroy records" or "cause unsecured assets to be liquidated in the context of a fraudulent enterprise." *Smith*, 679 So. 2d at 361–62. Crypto assets are the modern form of "unsecured assets": instantly transferable, easily fragmented, and capable of being moved beyond the practical reach

NOT AN OFFICIAL COPY PUBLIC ACCESS - NOT AN OFFICIAL COPY

of later collection efforts. In this context, delay is not measured in weeks or even days. *It is measured in transactions*.

A receiver solves what an injunction cannot. A receiver can:

1) Take immediate possession and control of all corporate bank accounts and crypto-linked accounts (including exchange accounts, custodians, wallets, and any fiat on-ramps/off-ramps);
2) Secure and rotate credentials and lock down access to wallets, exchanges, and payment processors;
3) Take custody of private keys/seed phrases and move any remaining digital assets into secure, Court-controlled storage;
4) Preserve records and evidence (books, ledgers, transaction histories, devices, servers, and communications) before they are deleted or altered; and
5) Marshal and trace assets for the benefit of all victims under a single, Court-supervised process—rather than leaving recovery to whoever can extract payment first.

Florida courts have approved receiverships precisely because they allow the Court to actively protect an estate and preserve value—where a passive order would fail. In *Key Caisee Corp. v. Seashore Shell Co*., the Third District affirmed appointment of a receiver empowered to arrange financing and continue operations "to preserve [the] principal asset" and accomplish an orderly winding up. 470 So. 2d at 793. That is the point: receivership is the mechanism by which this Court can secure what remains, stop further diversion, and preserve assets for an equitable distribution.

This case demands that mechanism. An injunction leaves the money in the hands of the very people accused of abusing it. A receiver puts the money under Court control. For a crypto enterprise accused of operating as a Ponzi scheme, only one of those options actually protects victims.

VII. THE BALANCE OF EQUITIES AND THE PUBLIC INTEREST OVERWHELMINGLY FAVOR RECEIVERSHIP

This is not a close case on the equities. The choice before the Court is stark: either (1) leave control of a collapsing enterprise—and the remaining investor assets—in the very hands of those

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

accused of diverting and dissipating assets, or (2) place those assets under the immediate supervision of a neutral officer of the Court whose sole mandate is preservation, transparency, and protection.

On one side of the scale are victims who did exactly what the agreements required: they contributed substantial funds, relied on written guarantees of principal protection, relied on contractual withdrawal timelines, and then—when the withdrawals were demanded—were met with silence and nonpayment. Plaintiffs alone exemplify the breadth and severity of the harm: one Plaintiff is owed millions in principal and accrued amounts after repeated withdrawal demands and written confirmations of amounts due; others signed exit agreements stating specific "current account balance" figures that were supposed to be remitted within days, only to receive nothing. This is the textbook profile of victims exposed to catastrophic loss: they are kept in the dark while the counterparties retain the keys.

On the other side of the scale is Goliath's interest in continuing to operate free from Court oversight. But that is not an "equity" worthy of protection when the enterprise has stopped honoring withdrawals and is under the cloud of a federal fraud prosecution. If Goliath's business were legitimate and solvent, it would have no legitimate fear of a neutral receiver preserving records, tracing funds, safeguarding wallets and exchange accounts, and reporting transparently to the Court. Receivership does not adjudicate guilt; it prevents the irreversible—the disappearance of assets—while the parties' rights are adjudicated. In that posture, the "harm" to Defendant is only the loss of unilateral control. That is precisely the control equity removes when the facts show imminent waste.

Florida courts have repeatedly recognized that receivership is an inherent equitable tool designed for circumstances like this—where fraud, self-dealing, or waste threatens property that

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

must be protected for those entitled to it. The Florida Supreme Court has confirmed that a receiver is a "disinterested person" appointed by the Court for the protection or collection of property, and that equitable receiverships are especially appropriate in cases involving "fraud, self-dealing, or waste." *Granada Lakes Villas Condo. Ass'n, Inc.*, 125 So. 3d at 759. That principle traces to longstanding Florida precedent authorizing receivership where necessary to prevent fraud, destruction, loss, or improper dealing with assets. *McAllister Hotel, Inc*, 40 So. 2d at 203.

The public interest also overwhelmingly supports immediate receivership. The standard for emergency equitable relief expressly includes that the public interest "will not be disserved." *Shafer*, 898 So. 2d at 1055 (citing *Wexler v. Lepore*, 878 So. 2d at 1281, Here, the public interest is not merely "not disserved"—it is affirmatively advanced. The allegations surrounding Goliath have already moved beyond a private contract dispute: federal prosecutors allege a massive fraud scheme built on deception and investor exploitation. When a business is accused of operating as a Ponzi scheme and has stopped honoring withdrawals, the public interest demands immediate court control to (i) protect victims, (ii) prevent further diversion, (iii) preserve records and trace funds, and (iv) ensure a single, orderly process rather than chaotic dissipation through insider favoritism and uncontrolled withdrawals.

Equally important, receivership serves the public's confidence in the legal system. Fraud enterprises—especially those tied to crypto—trade on speed, opacity, and fear. Victims are isolated and delayed; assets are moved in seconds; and each day without supervision increases the chance the money is gone forever. A receivership order is the Court's unmistakable statement that the rule of law can reach into an opaque enterprise, seize control of the infrastructure that moves the money, and preserve remaining assets for the benefit of all victims—without favoritism, without delay, and without allowing insiders to write the ending. In a case of this magnitude and urgency, the

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

public interest is served by decisive intervention that protects victims and signals that Florida courts will not allow alleged fraud to outrun justice.

Finally, receivership is also the fairest path for all stakeholders—not just the named Plaintiffs. It prevents a fragmented, winner-take-all collapse in which those with inside access, better information, or faster litigation tactics obtain preferential recoveries while others are left with nothing. Florida courts have approved receivership as a mechanism to preserve assets and facilitate an orderly process where necessary to protect rights and prevent waste. *See, e.g., Key Caisee Corp.,* 470 So. 2d at 792–93 (affirming appointment of receiver to preserve the asset and accomplish an orderly winding up); *Wenzel v. Burman*, 76 So. 3d 1005 (Fla. 3d DCA 2011) (affirming receivership order). The same reasoning applies with even greater force here, where the remaining assets appear vulnerable, the alleged scheme spans many victims, and the integrity of the asset pool must be protected now—not after further losses occur.

For all these reasons, the balance of equities does not merely favor receivership—*it demands it*. And the public interest likewise compels the Court to act swiftly to take control of Goliath's assets, records, and accounts before the remaining funds vanish beyond recovery.

VIII. NO NOTICE SHOULD BE REQUIRED & WOULD BE FUTILE

First and foremost, the Plaintiffs and signatories hereto, have sent demand letters, exit requests, demands for mediation, requests to accept service, copies of lawsuits, and other requests for action—all of which went ignored.

More concerningly, however, if Goliath receives advance warning that Plaintiffs are seeking Court control over its accounts, wallets, and records, the predictable result is that the remaining assets will be moved, concealed, commingled, or destroyed before the Court can act. Florida law does not require the Court to give bad actors that head start. Florida Rule of Civil

NOT AN OFFICIAL COPY PUBLIC ACCESS - NOT AN OFFICIAL COPY

Procedure 1.620(a) makes the notice provisions of Rule 1.610 applicable to an application for appointment of a receiver. Fla. R. Civ. P. 1.620(a). Rule 1.610, in turn, authorizes temporary injunctive relief "without written or oral notice" where verified pleadings or affidavits show that "immediate and irreparable injury, loss, or damage" will occur before the opposing party can be heard, and where counsel certifies the reasons notice should not be required. Fla. R. Civ. P. 1.610(a)(1). Florida's appellate courts have repeatedly recognized that ex parte relief is not only permitted, but necessary, where notice itself would defeat the relief. The Florida Supreme Court has held that ex parte relief is appropriate where an "immediate threat of irreparable injury" exists that "forecloses [the] opportunity to give reasonable notice." *Lieberman v. Marshall*, 236 So. 2d 120, 125 (Fla. 1970). In a case involving allegations of fraud and concealment, the Florida Supreme Court specifically approved ex parte injunctive relief and receivership measures designed to preserve "records and unsecured assets," rejecting an approach that would effectively require plaintiffs to prove their entire case before emergency relief could be granted. *State v. Beeler*, 530 So. 2d at 933–34 (Fla. 1988). The Third District affirmed an ex parte receivership where the trial court found a "strong probability" that, if notice were given, irreparable damage would occur through the "removal" of accounts and "destruction of books and records," and held that the order was a proper exercise of the court's equitable authority. *Arison Shipping Co. v. Klosters Rederi A/S*, 259 So. 2d 784, 785 (Fla. 3d DCA 1972). Likewise, the Third District upheld an emergency receivership entered without notice where partnership assets were being wasted and notice could have enabled defendants to alter the status of the sole asset before relief could be granted—confirming that ex parte receivership is proper when necessary to preserve assets and prevent evasion. *Puma Enters. Corp.*, 566 So. 2d.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

Florida courts also recognize the common-sense reality that the "peril inherent" in giving notice is that it can spur the very conduct the injunction (and receivership) is meant to stop. *Pecora v. Pecora*, 697 So. 2d 1267, 1269 (Fla. 5th DCA 1997). That peril is not speculative here—it is almost certain. This action concerns a potentially fraudulent crypto enterprise that solicited enormous sums based on false promises of liquidity-pool returns, used "return" payments to reinforce credibility, and then stopped honoring withdrawals and return-of-principal obligations.

Now the danger has intensified. The DOJ has publicly announced the arrest of Goliath's CEO, Chris Delgado, alleging that Goliath operated a $328 million Ponzi scheme, diverted investor funds, and laundered proceeds. Those allegations are not just evidence of fraud—they are evidence of motive, opportunity, and capability to conceal assets and destroy records when threatened.

Here, "notice" will not serve fairness; it serves flight. It tells the people with access to the keys—digital and otherwise—exactly when the Court is coming. In any fraud case, that's a fundamental consideration. In a crypto fraud, as here, it is potentially fatal. Crypto assets can be transferred in seconds, across borders, outside traditional banking rails, and into wallets or platforms designed to obscure tracing.

And the risk is not limited to the assets themselves. The most valuable "asset" in a case like this is often the paper trail—wallet addresses, exchange logins, private keys, transaction histories, internal ledgers, investor lists, and communications reflecting where the money went. Florida courts recognize that ex parte relief may be necessary precisely because notice can prompt defendants to destroy records and remove assets. *Arison Shipping*, 259 So. 2d at 785; *Beeler*, 530 So. 2d at 933–34. This case fits that pattern exactly.

NOT AN OFFICIAL COPY PUBLIC ACCESS - NOT AN OFFICIAL COPY

Plaintiffs are not asking the Court to adjudicate ultimate liability without a hearing. They are asking the Court to prevent permanent loss while the case proceeds. Receivership is a preservation tool: it takes control of accounts, wallets, records, and operations out of the hands of conflicted insiders and places it with a neutral fiduciary answerable to the Court. Florida law permits that step—without notice—when a verified record demonstrates that waiting for an adversarial hearing would allow the injury to occur first. *Lieberman*, 236 So. 2d at 121–22. That is exactly what is presented here.

Accordingly, Plaintiffs respectfully request that the Court appoint a receiver ex parte and enter the necessary immediate injunctive relief to secure and preserve Goliath's assets, wallets, accounts, books, and records—followed by a prompt hearing at the Court's earliest availability to confirm and supervise the receivership going forward.

CONCLUSION

WHEREFORE, Plaintiffs pray for an order Granting this Motion and providing as follows:

1. The Court appoints, and within five days Orders, Goliath shall engage Michael Budwick from Meland Budwick f/k/a Meland Russin and Budwick, as the receiver for Goliath (the "Receiver"). A true and correct copy of Mr. Budwick's resume is attached hereto as **Exhibit 9**. The Receiver shall file a notice with the Court alerting the Court of his acceptance of the appointment and certifying that he is ready, willing, and able to neutrally accomplish and wind up Goliath's affairs (the "Notice"). Once the Notice is filed, the status quo injunction shall, by operation of this Order, dissolve in favor of the Receiver's control and discretion.

2. As of the date of this Order, neither Delgado nor any other entity or individual, shall have decision-making power on behalf of Goliath and shall not have the ability to bind Goliath, Plaintiffs shall have the power to effectuate the retention of the Receiver and otherwise comply with this Order.

3. The Receiver is ordered and directed to take over the management and control of Goliath and the assets of Goliath, and the Receiver shall have all necessary powers for the operation of Goliath, including but not limited to these powers:

   a. The Receiver shall have all normal and customary powers under Florida law; including, but not limited to, the power to institute judicial dissolution proceedings for Goliath; the power to issue Receiver's Certificates to third parties to raise necessary money to operate Goliath during the receivership; the power to employ professionals to carry out the dissolution of Goliath and dispose of Goliath assets in

NOT AN OFFICIAL DOCUMENT - PUBLIC ACCESS - NOT AN OFFICIAL COPY

a commercially reasonable manner during the receivership; the power to perform under any current contracts of Goliath; the power to file, defend, and settle lawsuits and claims; the power to file bankruptcy; the power to file taxes; the power to maintain, trade, and or sell assets including digital assets such as cryptocurrency; and the power to present to the Court for determination the priorities of the distribution of the proceeds.

b. The Receiver, within a reasonable time after acceptance of the appointment, the timing being in his reasonable discretion, is directed to carry out a judicial dissolution of Goliath.

c. The Receiver shall exercise all of the powers of Goliath, through or in place of the shareholders, officers, and directors of Goliath, using best efforts to manage the affairs of Goliath.

d. The Receiver shall pay or caused to be paid all costs reasonably necessary to protect the assets and interests of Goliath.

e. The Receiver shall dispose of any part of the assets of Goliath, wherever located, at a public or private sale, in his name as the Receiver for Goliath.

f. The Receiver shall pay expenses regularly incurred in the operation of Goliath, which costs shall be paid from the income or assets of Goliath, or from the sale of the assets of Goliath.

g. The Receiver shall assess the claims of creditors of Goliath and pay those claims deemed necessary and appropriate to be paid in the discretion of the Receiver.

h. The Receiver shall take control over all assets, including licenses and bank accounts held in the name of Goliath or for the benefit of Goliath.

i. The Receiver shall open additional bank accounts and cryptocurrency wallets or accounts in the name of the Receiver for the benefit of Goliath if necessary to fulfill the Receiver's duties under this Order.

j. The Receiver shall ensure that all aspects of Goliath and its operation and management comply with all laws, regulations, order, and requirements affecting Goliath issued by any federal, state, county, or municipal authority having jurisdiction thereof.

k. The Receiver shall employ such agents and professionals as are necessary to carry out the Receiver's duties.

l. The Receiver shall initiate, defend, or settle litigation for the benefit of Goliath; and

m. The Receiver shall exercise any remaining powers provided for under Florida and Wyoming law.

4. Within thirty (30) days of the date of this Order, the Receiver shall file and deliver to the Parties or their counsel of record an inventory of the assets of Goliath which inventory shall list: (i) cash, cryptocurrency, and other accounts; (ii) real property; and (iii) material miscellaneous

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

tangible and intangible property. *See* Fla. R. Civ. P. 1.620. This deadline may be extended by reasonable request of the Receiver.

5. The Receiver is directed to serve on the parties, on or before the 20th day of every 3rd month, commencing on the 20th day of the first full month beginning after the date of this Order, any additional property which the Receiver has discovered or which shall have come to the Receiver's hands since appointment, and of the amount remaining in the hands of or invested by the Receiver, and of the manner in which the same is secured or invested, stating the balance due from or to the Receiver at the time of rendering the last account and the receipts and expenditures since that time. There shall no penalty to the Receiver for a reasonable delay in reporting.

6. Goliath, and its shareholders, officers, directors, respective entities, managers, employees, affiliates, and agents are enjoined from interfering with the Receiver's duties. The Receiver or any Party to this action may move the Court for further Receiver's powers or limitations on his powers or instructions deemed necessary to enable the Receiver to perform his duties. Goliath and its members shall upon the request of the Receiver deliver to the Receiver such documents relating Goliath as reasonably necessary or available.

7. The Receiver is authorized to record this Order in the Public Records of Broward County, Florida, and to serve this Order on any person as he deems appropriate in furtherance of his responsibilities in this matter.

8. The Receiver will be paid at a reasonable hourly rate for his services. The Receiver shall submit to the parties or their counsel an accounting of his fees and the fees of any professional he has hired to assist him. The Receiver is authorized to retain counsel to represent him or to prosecute or defend litigation for Goliath. The fees and costs of the Receiver and professionals he has hired shall be paid out of Goliath, unless some other arrangement (i.e. contingency fees) is agreed to by the Receiver. The Receiver shall not be directly, indirectly, or derivatively liable for the debts of Goliath or its members.

9. The Receiver may borrow the necessary funds, from a third party at the then-prevailing interest rates for the purpose of performing his duties hereunder and shall file with this Court one or more certificates to evidence such borrowing, and the Receiver shall be permitted to repay any such loan evidenced by a certificate from the operation of Goliath. The principal and interest evidenced by each such certificate shall be a first and prior lien and security interest upon the assets of Goliath.

10. The Court will retain jurisdiction over this matter and all Parties for all purposes in connection with this Order and will order such other and further relief that this Court deems appropriate under the circumstances. No person or entity may file suit against the Receiver or take other action against the Receiver without an order of the Court permitting such action. No subpoenas shall be served on the Receiver without leave of this Court.

11. The Plaintiffs shall post a bond in the amount of $5,000.00, which the Court finds abundantly reasonable in light of the extremely limited risk of harm—and in fact the likely benefit—to Goliath.

Plaintiffs request that the Court also issue such other and further relief as this Court deems just and proper.

NOT AN OFFICIAL COPY - IN PROCESS - NOT A FINAL COPY

Docusign Envelope ID: E9018CEB-BZD5-8814-8049-BB05D15E2F68

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that, on February 28, 2026, a true and correct copy of the foregoing was furnished via the Florida Court's E-Filing Portal on all counsel of record.

Dated: February 28, 2026

Respectfully submitted,

SHAW LEWENZ
110 SE 6th Street, Suite 2900
Fort Lauderdale, FL 33301
Telephone: (954) 989-6333
Facsimile: (954) 989-7781
Primary: jshaw@shawlewenz; gmorales@shawlewenz
Secondary: lgrealy@shawlewenz; avazquez@shawlewenz

By: */s/ Jordan A. Shaw*
JORDAN A. SHAW, ESQ.
Florida Bar No.: 111771
GABRIEL E. MORALES. ESQ.
Florida Bar No.: 1038778

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

VERIFICATION

Under penalties of perjury, I, Nicholas Petrillo, on behalf of TwentyWon Ventures LLC, declare that I have read the foregoing Emergency Verified Ex Parte Motion to Appoint a Receiver and that the facts stated in paragraphs 8 – 18 are true and correct based on my personal knowledge.

Dated: February 27, 2026

Nicholas Petrillo

Under penalties of perjury, I, John Euliano, on behalf of the John D. Euliano Revocable Trust UTD 5-27-14 and Brevard Nursing Academy, LLC d/b/a Coastal Technical Institute, declare that I have read the foregoing Emergency Verified Ex Parte Motion to Appoint a Receiver and that the facts stated in paragraphs 35 – 57 are true and correct and correct based on my personal knowledge.

Dated: February 27, 2026

John Euliano

Under penalties of perjury, I, Gregory Garrett Wilson, declare that I have read the foregoing Emergency Verified Ex Parte Motion to Appoint a Receiver and that the facts stated in paragraphs 19 – 34 are true and correct and correct based on my personal knowledge.

Dated: February 27, 2026

Garrett Wilson

Gregory Garrett Wilson

Under penalties of perjury, I, Mehal Patel, declare that I have read the foregoing Emergency Verified Ex Parte Motion to Appoint a Receiver and that the facts stated in paragraphs 58 – 68 are true and correct and correct based on my personal knowledge.

Dated: February 27, 2026

Mehal Patel

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT 1

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

IN THE CIRCUIT COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

TWENTYWON VENTURES LLC,
a Florida limited liability company,

Plaintiff,

v.

GOLIATH VENTURES INC.,
a Wyoming corporation,

Defendant.
_____/

CASE NO.:

COMPLAINT

Plaintiff, TwentyWon Ventures LLC ("TwentyWon" or "Plaintiff"), by and through undersigned counsel, sues Defendant, Goliath Ventures Inc. ("Goliath" or "Defendant"), and alleges as follows:

NATURE OF THE ACTION

1. This is an action for damages exceeding $50,000.00, exclusive of interest, attorneys' fees, and costs, arising from Defendant's breaches of two written agreements.

2. This dispute arises out of an arrangement involving cryptocurrency liquidity pools. In decentralized finance, a "liquidity pool" generally refers to a pool of deposited digital assets (often two assets paired together) that is used by an exchange or protocol to facilitate trading. Rather than relying on a traditional order book, trades are executed against the pool, and the pool's participants can earn fees generated by those trades.

3. Here, TwentyWon invested substantial funds with Goliath for the stated purpose of deploying those funds into cryptocurrency liquidity pools. TwentyWon's principal was

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

guaranteed to be returned, and TwentyWon was also entitled to fees under a separate services contract. Despite demand, Goliath has refused to pay TwentyWon's principal or fees owed.

PARTIES, JURISDICTION, AND VENUE

4. Plaintiff TwentyWon Ventures LLC is a Florida limited liability company organized and existing under the laws of the State of Florida.

5. Defendant Goliath Ventures Inc. is a Wyoming corporation that transacts business in Florida and maintained and/or used Florida contact information and banking arrangements in connection with the Parties' contracts and performance.

6. This Court has subject matter jurisdiction because the amount in controversy exceeds $50,000.00.

7. Personal jurisdiction is proper because Defendant engaged in business activities in Florida, entered contracts governed by Florida law, and committed breaches causing injury in Florida.

8. Venue is proper in Broward County because the Parties' dispute-resolution and venue provisions designate Broward County, Florida, and because material acts and omissions giving rise to the claims occurred in Florida.

9. All conditions precedent to bringing this action have been performed, satisfied, excused, or waived, including any applicable notice and pre-suit dispute-resolution requirements.

10. Plaintiff has retained the undersigned counsel and is obligated to pay reasonable attorneys' fees and costs.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

GENERAL ALLEGATIONS

A. The Joint Venture Agreement and TwentyWon's Contribution

11. TwentyWon and Goliath entered into a written Joint Venture Agreement (the "JVA") to "enter into a Joint Venture" in the cryptocurrency arena by "making Contributions into liquidity pools" running on one or more exchanges (such as Uniswap), including the pairing of cryptocurrencies to create liquidity and generate exchange fees. JVA §§ 3.1–3.3.

12. A true and correct copy of the JVA is attached as **Exhibit A**.

13. The JVA defines "Contribution(s)" as the USD value of any contribution of USD or cryptocurrency made by Goliath and/or TwentyWon under the JVA. JVA § 1.1.

14. The JVA further provides that neither party is deemed to manage the other's Contributions and that each party's Contributions are, "at all times, considered under the ownership of that Party." JVA § 6.5.

15. Under the JVA, TwentyWon could request a withdrawal of all or a portion of its Contributions by sending notice by email; Goliath agreed to process withdrawals within a reasonable time and to use reasonable efforts to return the requested withdrawal amount within 5 to 7 business days. JVA § 8.1.

16. Although Goliath reserved a limited right to delay the withdrawal process for up to 90 days in defined circumstances (e.g., suspected suspicious activities, system hacks, and/or exchange delays), the agreement otherwise contemplates timely processing and return upon request. JVA § 8.3.

17. Most importantly, Goliath "hereby guarantees the return of [the] principal amount of capital deposited" by TwentyWon in connection with the Joint Venture, providing that the principal "shall be fully reimbursed, without diminution or impairment, regardless of the

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

performance or outcome of the Joint Venture," and that the guarantee is "absolute and binding" and remains in effect until the principal is paid in full. JVA § 3.6.

18. TwentyWon performed its obligations under the JVA, including by making Contributions to the Joint Venture as contemplated by the agreement. JVA §§ 3.1, 6.1, 6.4.

19. TwentyWon has invested substantial amounts with Goliath under the JVA. JVA § 1.1; JVA § 3.6.

20. TwentyWon demanded return of its principal investment. Goliath has failed and refused to return TwentyWon's principal as guaranteed. JVA § 3.6; JVA § 8.1.

B. The Master Services Agreement and Goliath's Fee Obligations

21. TwentyWon and Goliath also entered into a written Master Services Agreement (the "MSA"), under which Goliath appointed TwentyWon as an account manager with respect to certain partners of Goliath. MSA § 1; MSA at p.1.

22. A true and correct copy of the MSA is attached as **Exhibit %**

23. The MSA requires TwentyWon to provide "full-service account management services" for partners onboarded by TwentyWon and who are party to a Joint Venture Agreement with Goliath. Such services include (among other items): onboarding partners, maintaining partner and account information, communicating regarding account matters, acting as liaison regarding contribution and distribution requests, and sending monthly account ledger reports regarding amounts owed to partners pursuant to their respective Joint Venture Agreements. MSA § 3(a).

24. As compensation, Goliath agreed to pay TwentyWon a management fee (the "Management Fee") calculated and paid in accordance with the terms set forth in the MSA. MSA § 4.

25. TwentyWon performed services contemplated by the MSA. MSA § 3(a).

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

26. Under the MSA's fee terms, Goliath owes TwentyWon substantial amounts in unpaid Management Fees.

27. TwentyWon demanded payment of the amounts due. Goliath has failed and refused to pay TwentyWon the fees owed. MSA § 4.

COUNT I — %REACH OF CONTRACT (JOINT VENTURE AGREEMENT)

28. Plaintiff realleges paragraphs 1–20 as if fully set forth herein.

29. The JVA is a valid contract between TwentyWon and Goliath governing, among other things, Contributions to liquidity pools and withdrawal/return of funds. JVA §§ 3.1, 6.4, 8.1.

30. TwentyWon performed its obligations under the JVA, including making Contributions as contemplated by the agreement. JVA §§ 3.1, 6.1, 6.4.

31. Goliath materially breached the JVA by failing and refusing to return TwentyWon's principal investment as guaranteed—i.e., failing to "fully reimburse" the "principal amount of capital deposited" by TwentyWon "without diminution or impairment" and despite the guarantee remaining binding until principal is paid in full. JVA § 3.6.

32. Goliath also failed to honor the JVA's withdrawal/return obligations after TwentyWon's withdrawal demand, including the requirement that Goliath use reasonable efforts to return the requested withdrawal amount within 5 to 7 business days. JVA § 8.1.

33. As a direct and proximate result of Goliath's breach, TwentyWon has suffered damages in an amount to be proven at trial, plus prejudgment interest.

34. TwentyWon is entitled to recover its reasonable attorneys' fees and costs as the prevailing party under the JVA. JVA § 26.1.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant for damages, prejudgment interest, post-judgment interest, attorneys' fees, costs, and such other relief as the Court deems just and proper.

COUNT II — BREACH OF CONTRACT (MASTER SERVICES AGREEMENT)

35. Plaintiff realleges paragraphs 1–10 and 21-27 as if fully set forth herein.

36. The MSA is a valid contract under which Goliath appointed TwentyWon as an account manager and required TwentyWon to provide the services described in the agreement. MSA §§ 1, 3(a).

37. TwentyWon performed under the MSA by providing services as contemplated, including account management services for certain partners of Goliath and acting as liaison regarding contribution and distribution requests. MSA § 3(a).

38. Goliath breached the MSA by failing and refusing to pay the Management Fee required, calculated, and payable pursuant to the agreement. MSA § 4.

39. As a direct and proximate result of Goliath's breach, TwentyWon has suffered damages in an amount to be proven at trial, plus prejudgment interest.

40. TwentyWon is entitled to recover its reasonable attorneys' fees and costs as the prevailing party under the MSA. MSA § 20.

WHEREFORE, Plaintiff requests judgment in its favor and against Defendant for damages, prejudgment interest, post-judgment interest, attorneys' fees, costs, and such other relief as the Court deems just and proper.

NOT AN OFFICIAL COPY · PUBLIC ACCESS · NOT AN OFFICIAL COPY

Respectfully submitted this 23rd day of January 2026, by:

SHAW LEWENZ
110 SE 6th Street, Suite 2900
Fort Lauderdale, FL 33301
Telephone: (954) 361-3633
Facsimile: (954) 989-7781
Primary:jshaw@shawlewenz.com;
gmorales@shawlewenz.com;
Secondary: avazquez@shawlewenz.com;
lgrealy@shawlewenz.com

By: */s/ Jordan A. Shaw*
JORDAN A. SHAW, ESQ.
Florida Bar No.: 111771
GABRIEL E. MORALES, ESQ.
Florida Bar No. 1038778

CERTIFICATE OF SERVICE

I hereby certify that a copy of the forgoing was served through the Florida Courts E-filing portal to all counsel of record.

By: */s/ Jordan A. Shaw*
Jordan A. Shaw, Esq

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT A

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT is by and between Goliath Ventures Inc. ("**Goliath**") and TwentyWon Ventures LLC ("**Partner**"). Goliath and Partner are also referred to herein, individually, as a "**Party**" and collectively, the "**Parties**". The effective date of this Agreement (the "**Effective Date**") shall be the date when the last one of the Parties has executed this Agreement.

BACKGROUND:

A. The Parties desire to enter into a joint venture for the purpose of collaborating on a project in the cryptocurrency arena (the "**Joint Venture**"), as more particularly described herein.

B. This Agreement sets out the terms and conditions which shall govern the Parties' Joint Venture and their respective rights and obligations.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

1.1. The following terms used in this Agreement shall have the meanings specified below or in the Section in which they first appear:

"***Account***" means the account(s) created by the Partner and with Goliath to Contribute to the Venture(s).

"Affiliate" means any subsidiary, associated or affiliated company, corporation, limited liability company, or partnership of Goliath and any entity, present or future, directly or indirectly controlling, controlled by, or under common control with Goliath.

"Agreement" means this Joint Venture Agreement, as amended from time.

"Bitcoin" means the decentralized digital cryptocurrency on the Bitcoin network which uses public-key cryptography in recording transactions.

"Business Day" means any day other than Saturday and Sunday.

"Contribution(s)" means the USD value of any contribution of either USD or cryptocurrency made by Goliath and/or the Partner under this Agreement.

"Ethereum" means the decentralized digital cryptocurrency which is native to the Ethereum blockchain-based platform with smart contract functionality.

"Goliath" means Goliath Ventures Inc. and its Affiliates.

"Representative(s)" means, in relation to a Party, its employees, officers, directors, contractors, delegates, representatives, and advisors.

"Uniswap" refers to Uniswap, a company that provides a cryptocurrency exchange.

"USD" means United States dollars.

NOT AN OFFICIAL COPY – PUBLIC ACCESS – NOT AN OFFICIAL COPY

"USDC" means United States dollar coin, a digital stablecoin pegged to the United States dollar.

2. TERM.

2.1. The "**Term**" of this Agreement shall commence on the Effective Date and shall continue for a period one (1) year, unless earlier terminated in accordance with Section 15 of this Agreement. This Agreement shall automatically renew for successive one (1) year periods unless either Party provides written notice to the other Party of its intention not to renew at least thirty (30) days prior to the expiration of the then-current term.

3. JOINT VENTURE.

3.1. The Parties agree to enter a Joint Venture for the purpose of carrying out the particular project by making Contributions into liquidity pools which shall run on one or more exchanges (such as Uniswap) and shall involve the pairing of a combination of cryptocurrencies to exchanges wherein, in lieu of interest, an exchange pays exchange fees for the use of the pairing to create liquidity. Each liquidity pool that the Parties collectively decide to contribute to shall be considered a "**Venture**".

3.2. With respect to the operation of the Joint Venture, each Party shall have such power and authority as is specifically set forth in this Agreement or as may be otherwise agreed to in writing. Except as specifically set forth in this Agreement, neither Party shall have any authority to act for, or to assume any obligations or responsibilities on behalf of, the other Party. Nothing contained in this Agreement shall constitute the Parties being partners for any other purpose or render them liable to contribute more than the amounts set forth herein or entitle them to any participation in profits of the Joint Venture other than as specified herein.

3.3. The Parties shall mutually decide on which Ventures to engage in, as described in Section 4 below. The Parties shall use reasonable efforts to cooperate in each Venture in accordance with the terms and conditions of this Agreement.

3.4. The Parties acknowledge and agree that this Agreement, and the Joint Venture and activities contemplated hereunder, are not an investment product, investment offering, investment advice, or a security in any way whatsoever.

3.5. The Partner acknowledges and agrees that the tax treatment of the Partner's Contributions to the Joint Venture and any profits a Partner receives from the Joint Venture is uncertain and there may be adverse tax consequences in connection therewith, and that the Partner is solely responsible for properly reporting any profits or losses to the applicable taxing authorities. The Partner agrees to seek its own independent legal and tax advice with respect to its participation in the Joint Venture.

3.6. Goliath hereby guarantees the return of principal amount of capital deposited by the Partner in connection with this Joint Venture. This guarantee ensures that the principal amount shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture. This guarantee is applicable to all New External deposits from the Partner, not monies that are "rolled up" and will be paid in USDC unless otherwise specified by the Partner. This guarantee is absolute and binding

NOT AN OFFICIAL COPY - PUBLIC RECORDS - NOT FOR OFFICIAL COPY

and shall remain in full force and effect until the Principal Amount is paid in full to the Partner.

4. PARTNER ACCOUNT.

4.1. For every specific Contribution which is made by the Partner, subject to the required minimums, an Account will be created for the Partner. Such Account(s) will be reflected on monthly reports provided to Partner.

4.2. To register for an Account, the Partner must provide certain information about themselves as prompted by the Account registration form and process.

4.3. Goliath reserves the right to reject any registration request in its sole and absolute discretion, with or without providing a reason for such rejection.

4.4. The Partner represents and warrants that:

4.4.1. they are at least 18 years old (for individuals);

4.4.2. that all Contributions made in connection with this Agreement are completely legitimate and are not, whether directly or indirectly, the proceeds of any criminal or other illegitimate activities;

4.4.3. they understand that this is not an investment product or offering and that it is a genuine Joint Venture between the Parties;

4.4.4. they have not relied on information or advice from any other party, including Goliath, to enter into this Joint Venture and that the Partner is entering into this Joint Venture solely based on its own analyses and decisions; and

4.4.5. all required registration information submitted (or that will be submitted in the future) is truthful and accurate, and that they will maintain the accuracy of such information.

4.5. The Partner is responsible for keeping their Account details accurate and up to date. In the event of any change(s), the Partner shall notify Goliath in writing via email. Once the request has been received by Goliath, Goliath may, in its sole and absolute discretion, request additional information from Partner regarding the Account.

4.6. The Partner is responsible for maintaining the confidentiality of their Account information, and the Partner is fully responsible for all activities that occur under its Account. The Partner agrees to immediately notify Goliath of any unauthorized use, or suspected unauthorized use, of the Partner's Account or email or any other breach of security. Goliath will not be liable for any loss or damage arising from the Partner's failure to comply with the above requirements.

4.7. The Partner is not permitted to transfer their rights in or ownership of their Account(s) to any third party.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

5. MANAGEMENT AND DECISION MAKING.

5.1. For each Venture, the Parties will work together to decide which liquidity pools to engage in using their Contributions. Such pools shall include, but are not limited to, Bitcoin, Ethereum, and USDC.

5.2. The Parties understand and agree that any decisions relating to the Ventures and to the Contributions to be made under this Agreement shall be made by the Parties collectively. As such, each Party is making its own decision(s) and neither Party is providing any form of financial or investment advice to the other.

5.3. Goliath reserves the right to change or amend the methods of operation for the Venture(s) at its sole discretion, where, for example, Goliath has assessed the market conditions and decided that a different approach is more suitable for the Venture(s), and the Partner hereby authorizes Goliath to make such decisions on behalf of Partner.

5.4. Each Party shall be responsible for its own costs and expenses incurred in connection with each Venture and this Agreement and in performing its obligations in connection therewith. Neither Party shall be entitled to charge the other Party for such costs and expenses.

6. CONTRIBUTIONS.

6.1. For each Venture that the Partner participates in, the Partner shall contribute not less than $100,000 USD (the "**Minimum Contribution**") to the Venture. The Partner shall not be permitted to pool funds from third parties in order to meet the Minimum Contribution. The Minimum Contribution amount may be changed at any time by Goliath in its sole and absolute discretion.

6.2. The Parties agree that no Contributions shall be traded in U.S. regulated securities.

6.3. Goliath will only use its own funds and will not collect, pool together, or use funds of the Partner for other crypto initiatives and/or special projects not connected with the Venture(s).

6.4. The Partner shall send its Contribution(s) to the applicable and correct wallet address(es) as set forth below, or opt in to wire funds, or mail directly to:

BANK NAME: BANK OF AMERICA
BENEFICIARY: GOLIATH VENTURES INC.
BENEFICIARY ADDRESS: 189 S. ORANGE AVE, SUITE 1800
ORLANDO, FL 32801
ACCOUNT NUMBER: [redacted]XXXX (**Redacted. To be provided after onboarding is completed.**)
ROUTING NUMBER: [redacted]

Deposit wallets will be provided when the contract is completed.

If the Partner sends an amount less than the Minimum Contribution, the check or wire transfer will be returned to the Partner, and expenses or fees incurred by Goliath in connection with the same shall be charged back to the Partner.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

6.5. Neither Party shall be deemed to be managing the other Party's Contributions in any way whatsoever. Furthermore, the Contribution(s) from each Party shall be, at all times, considered under the ownership of that Party.

6.6. Goliath reserves the right to change the payment options and methods herein from time to time in its sole and absolute discretion, and the Partner will be notified of any such change.

7. DISTRIBUTION OF PROFITS.

7.1. Any profits that are generated from a Venture shall be distributed on a monthly basis as follows:

7.1.1. First, to the Partner as follows:

7.1.1.1. Ten (10%) on Contributions and current balances. This is considered as a "grand-fathered" rate. If the Partner terminates this agreement and wishes to become a Partner again, they will be given the new Joint Venture agreement and applicable rates.

7.1.2. Next, Goliath shall be entitled to any remaining profits from a Venture.

7.2. The Partner shall have the option to have its monthly profits paid out to them on either a monthly or quarterly basis, as set forth in the table below.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

	Address Info:	Payout Option
Partner's Address	Partner Name (check payable to): Twenty Won Ventures, LLC 22422 Lake Seneca Rd Address Eustis FL 32736 City State Zip If not applicable - note N/A	Monthly Payout Monthly Rollover

PARTNER WIRE INFO:

BANK NAME: JP Morgan Chase

ACCOUNT NUMBER: [redacted]

ROUTING NUMBER/SWIFT: [redacted]

BANK ADDRESS: 4345 W Lake Mary Blvd Lake Mary, FL 32746

PARTNER WALLET INFO

Wallet	Wallet Details
The Partner's **BTC** Wallet Address	Wallet: Wallet Network: BTC If not applicable - note N/A
The Partner's **Ethereum** Wallet Address	Wallet: Wallet Network: ERC20 If not applicable - note N/A
The Partner's **USDC**	Wallet: Wallet Network: ERC20 If not applicable - note N/A

7.3. The Partner shall ensure that the above information provided by the Partner is correct in all respects, as Goliath will not be liable or responsible in any way for any loss or damage as a result of incorrect information provided in the above table or by the Partner.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

8. WITHDRAWALS.

8.1. In the event a Party wants to withdraw all, or a portion of its Contributions made under this Agreement (each, a "**Withdrawal**"), the withdrawing Party shall send an email to the other Party to notify them of such Withdrawal. To withdraw all or a portion of the balance in the Partner's Account, the Partner shall send a request to Goliath. Goliath will, within a reasonable time from receipt of the Withdrawal notification, process the Withdrawal(s) and will use reasonable efforts to return the Partner's requested Withdrawal amount within 5 to 7 Business Days. Goliath shall send all Withdrawals requested by the Partner by wire to the Partner's address set forth in Section 7.2 above.

8.2. The Partner shall not request a Withdrawal amount which causes less than the Minimum Contribution amount to remain in the Account.

8.3. Goliath reserves the right to delay the Withdrawal process in this Section for up to 90 days in the event that Goliath suspects:

8.3.1. any suspicious or malicious activities;

8.3.2. system hacks and/exchange delays; or

8.3.3. other events which Goliath believes warrants further investigation.

9. CONFIDENTIALITY AND NONDISCLOSURE.

9.1. While participating in the Joint Venture under this Agreement, the Partner may have access to confidential or proprietary information regarding Goliath and its related business entities (the "**Confidential Information**"). The Partner acknowledges the proprietary and sensitive nature of the Confidential Information and the importance of maintaining the secrecy and confidentiality of such Confidential Information. The Confidential Information includes, but is not limited to, proprietary and confidential matters concerning certain know-how, data and/or other matters related to Goliath's current and proposed operations, as well as Goliath's clients, customers, vendors, security and financial information, technical data, drawings, designs, software, tapes, inventions, developments, processes, technology information, marketing strategies, targeting methods, business objectives and any information relating to the pricing, and research development or related information to which the Partner has gained access in connection with this Agreement. The Partner and its employees and supplier's agents and subcontractors and their employees, shall not, without the prior written consent of Goliath, disclose any Confidential Information to any third party, either orally or in writing, unless such disclosure is (i) required for its performance under this Agreement or (ii) required by law or legal or regulatory process. Unless otherwise required by law, the Partner shall not release or disclose any information concerning the terms and conditions of this Agreement to any third party unless prior written consent is obtained from Goliath.

9.2. The Partner: (i) shall not, without Goliath's prior written consent, disclose the Confidential Information in any manner except as expressly authorized by this Agreement, (ii) shall treat Confidential Information with at least the same degree of care that it treats its own confidential information, but in no event with less than a reasonable degree of care and (iii) shall use its best efforts to prevent disclosure of Confidential Information to

NOT AN OFFICIAL DOCUMENT - PUBLIC ACCESS - NOT AN OFFICIAL COPY

unauthorized parties. The Partner shall notify Goliath immediately of any loss or unauthorized disclosure or use of Confidential Information that comes to its attention.

9.3. The Partner shall only use the Confidential Information for the purpose of performing the Services under this Agreement and will restrict disclosure of the Confidential Information solely to those of its employees, agents and subcontractors with a need to know such Confidential Information for the purpose of performing such Services. The Partner will ensure that any such person permitted access to any portion of the Confidential Information is advised of its confidential nature and that it may be used only for the purposes enumerated hereunder.

9.4. The parties agree that any unauthorized use or disclosure of Confidential Information by the Partner may cause immediate and irreparable harm to Goliath for which money damages may not constitute an adequate remedy. In such event, the parties agree that Goliath may seek injunctive relief as appropriate.

9.5. If the Partner is directed by court order, subpoena or other legal or regulatory agency's request or similar process to disclose any of the Confidential Information, the Partner shall notify Goliath in writing, with a copy of such document attached, in sufficient detail immediately upon receipt of such court order, subpoena, legal or regulatory agency's request or similar process, in order to permit application by Goliath for an appropriate protective order.

9.6. All Confidential Information made available hereunder, including copies thereof, shall be returned to Goliath upon the first to occur of (i) termination of this Agreement or (ii) request by Goliath. Copies of any Confidential Information shall not be retained in any form by the Partner without the prior written consent of Goliath.

10. INTELLECTUAL PROPERTY.

10.1. The Partner acknowledges and agrees that Partner does not have any right to use Goliath's name or logo or any of Goliath's other property or intellectual property rights without the prior written consent of Goliath.

10.2. All information, data, reports, studies, object modules, executables, source code, flow charts, diagrams and other tangible or intangible material (collectively, "**Materials**") of any nature whatsoever produced by, for, or as a result of, the Joint Venture, and all copies of the foregoing, shall be the sole and exclusive property of Goliath, and such Materials shall be deemed "works made for hire," of which Goliath shall be deemed the author. The Partner shall make use of the Materials only as expressly permitted under this Agreement. To the extent that any Materials are not deemed to be "works made for hire," the Partner hereby irrevocably grants, assigns, transfers and sets over to Goliath all right, title and interest of any kind, nature or description in and to the Materials, including copyrights and any other intellectual property rights therein.

11. PUBLIC ANNOUNCEMENTS.

11.1. Neither party shall make, nor permit any person to make, any public announcement or communication, whether verbal or in writing, concerning the existence, subject matter, or terms of this Agreement, the transactions contemplated hereby, or the relationship between the Parties, without the prior written consent of the other Party.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

12. REPRESENTATIONS AND WARRANTIES OF PARTNER.

12.1. The Partner represents and warrants to Goliath that:

12.1.1. the Partner has full power and authority to execute this Agreement and to fulfill its obligations hereunder;

12.1.2. all information, data and materials Partner provides under this Agreement are accurate and complete in all material respects as of the date provided, and

12.1.3 there are no claims, judgments, liens, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas or investigations of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity, pending or, to the Partner's knowledge, threatened against that Partner or any of its assets.

13. DISCLAIMER.

13.1 Partner expressly acknowledges that Goliath makes no representations, warranties or guarantees of any kind, express or implied, as to the success of any Venture and a Partner's right to receive any profits from any Venture.

13.2.1 In the event that the Partner either passes away or becomes incapacitated, Partner agrees and understands that Goliath will automatically terminate the Agreement. The Partner understands that the moment Goliath issues Notice to terminate the Agreement under these circumstances, the funds will no longer continue to earn interest. The Partner understands that the monies held by Goliath shall continue to be held until Goliath is presented with a last will and testament or governing trust document specifying who the appropriate beneficiary or beneficiaries are. In the event that such a document does not exist, Goliath shall continue to maintain said monies until presented with an Order from the Probate Court having jurisdiction detailing where the monies are to be sent. Should the partner be incapacitated, the monies can be directed to the appropriate person(s) based on the appropriate Power of Attorney in place. If no power of attorney exists, the monies shall be held by Goliath until Goliath is presented with an appropriate legal document governing where the monies shall be dispersed.

14. INDEMNITY AND LIMITATION OF LIABILITY.

14.1. Partner hereby indemnifies, defends and holds Goliath harmless from and against any and all liabilities, penalties, damages, costs, judgments, settlements, attorneys' fees and disbursements, or other expenses of any nature whatsoever paid or incurred in connection with claims arising from Partner's (a) breach of any representation or warranty herein, or (b) breach of any terms of this Agreement.

14.2. Goliath will not be liable for damages that the Partner could have avoided by following Goliath's instructions or for damages caused by the Partner's failure to correctly follow any instructions in this Agreement.

NOT AN OFFICIAL DOCUMENT - PUBLIC ACCESS - NOT AN OFFICIAL COPY

14.3. Neither Party will be liable to the other Party for any losses or damages, whether in contract or tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

14.6.1. loss of profits, sales, business, or revenue.

14.6.2. business interruption.

14.6.3. loss of anticipated savings.

14.6.4. loss of business opportunity, goodwill, or reputation; or

14.6.5. any indirect, special, punitive, or consequential damages.

15. TERMINATION.

15.1. Either Party shall have the right to terminate this Agreement for its convenience, with or without cause, at any time during the Term upon thirty (30) days' prior written notice to the Other Party. Goliath may close the Partner's Account(s) and return the Partner's current amount of funds in the Partner's Account to the Partner at any time for any reason in Goliath's sole and absolute discretion in accordance with this Section 15. The Partner acknowledges and agrees that any termination of their Account may involve deletion of user content associated with such Account. Goliath will have no liability whatsoever to the Partner for any termination of this Agreement, including the termination of the Partner's Account except for Goliath's agreement to return the Partner's current amount of funds in the Partner's Account to the Partner.

15.2. Goliath shall have the right to immediately terminate this Agreement upon any of the following events:

15.2.1. gross negligence, willful misconduct, or fraud of the Partner.

15.2.2. the Partner files a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent;

15.2.3. the Partner makes an assignment for the benefit of creditors or takes other similar action for the protection or benefit of creditors;

15.2.4. the Partner breaches any material term of this Agreement, and such breach is incurable by Partner or, if such breach is curable, Partner fails to cure the breach within 10 days after notification by Goliath in writing to do so; or

15.2.5. if any representation or warranty of the Partner in Section 12 of this Agreement is found to be untrue or misleading.

15.3. The Partner shall have the right to terminate this Agreement upon written notice (which includes email) to Goliath. If the Partner terminates this Agreement (or any Account) in the middle of a week, any profit owed derived from that week will not be paid to the Partner.

16. EFFECTS OF TERMINATION.

NOT AN OFFICIAL COPY - PUBLIC RECORD - UNOFFICIAL COPY

16.1. The Partner acknowledges and agrees that once the Partner's Account(s) has been terminated, or once a termination notice has been received by either Party, the Partner shall no longer have the right to receive any profits or rewards after such date of termination.

16.2. All Sections of this Agreement which, either expressly or by their nature, are intended to survive the termination of this Agreement shall remain in full force and effect after such termination.

16.3. If the Partner whose Account(s) has been terminated wants to reapply for another Account, Goliath will have sole discretion in deciding whether or not to accept any such application.

16.5. Each Party shall remain responsible for its obligations with respect to actions and events prior to the termination of this Agreement.

17. FORCE MAJEURE.

17.1. Goliath shall not be liable for any failure or delay in performing its material obligations where such failure or delay results from any cause that is beyond Goliath's reasonable control, including, but not limited to civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, or any other event that is beyond the reasonable control of Goliath.

18. ASSIGNMENT AND OTHER DEALINGS.

18.1. Goliath, in its sole discretion, may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all of its rights and obligations under this Agreement without the consent of the Partner.

18.2. The Partner shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all its rights and obligations under this Agreement without the prior written consent of Goliath.

19. NOTICES.

19.1. A notice given to a Party under or in connection with this Agreement shall be in writing and sent to the Party at the address or email address set forth in this Agreement. Any notification sent by email will be deemed received on the date of transmission.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

19.2. The Partner's information for all notices is as follows:

Legal name (of entity or person): Twenty Won Ventures

Mailing Address: 22422 Lake Seneca Rd. Eustis, FL 32736

Phone: 941-224-8384

Email: nick@twentywonventures.com

19.3. Goliath's information for all notices is as follows:

Legal name (of entity or person): Goliath Ventures, Inc.

Mailing Address: 189 S Orange Ave, STE 1800 Orlando, FL 32801-3261

Phone: (407) 793-4979

Email: agreement@goliathventuresinc.com

20. SEVERABILITY.

20.1. If any part or provision of this Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the Parties shall negotiate in good faith toward a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. NO PARTNERSHIP OR AGENCY.

21.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between the Parties, make any Party the agent of the other Party, or authorize one Party to make or enter into any commitments for or on behalf of the other Party, except as expressly provided in this Agreement.

21.2. Each Party agrees it is acting on its own behalf and not for the benefit of any other person.

22. WAIVER.

22.1. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

NOT AN OFFICIAL COPY PUBLIC ACCESS - NOT AN OFFICIAL COPY

23. COUNTERPARTS.

23.1. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

23.2. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. ENTIRE AGREEMENT.

24.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to the subject matter herein.

25. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION.

25.1. Any and all matters of dispute between the Parties to this Agreement and all questions relating to its validity, interpretation, remediation and enforcement, whether arising from the Agreement itself or from alleged extra-contractual dealings, interactions, or facts prior to or subsequent to the formation of the Agreement, shall be governed by, and the rights and responsibilities of the parties construed and enforced in accordance with, the laws of Florida, regardless of the legal theory upon which such matter is asserted and without regard to its conflict of laws principles. Any controversy or claim arising out of, related to, or in connection with this Agreement (a "**Claim**") which cannot be resolved by negotiation between the parties within thirty (30) days of either party giving notice to the other party of such Claim shall be submitted to mediation before a mutually agreeable mediator in Broward County, Florida. In the event mediation is unsuccessful, the Claim shall be settled, at the request of either party, by binding arbitration before the American Arbitration Association using the AAA's Commercial Arbitration Rules as in effect at the time the arbitration is commenced by written demand via notice to either party to this Agreement. The venue shall be in Broward County, Florida, and the arbitration shall be held before a single, neutral arbitrator who has experience in the financial services industry. The arbitrator shall decide the full scope and arbitrability of all claims, issues, and defenses to be heard and decided in the arbitration. The arbitrator shall provide a reasoned award and the parties shall each pay half of the costs and fees of the arbitration. The parties hereby consent to the subject matter and personal jurisdiction of the Federal and state courts in Broward County, Florida, U.S.A. for purposes of enforcement of any arbitration award in this Agreement, and any right to a trial by jury in any enforcement or post-enforcement proceedings is hereby expressly waived.

NOT AN OFFICIAL DOCUMENT - THIS DOCUMENT IS NOT AN OFFICIAL COPY

26. ATTORNEYS' FEES.

26.1. The prevailing Party shall be entitled to recover reasonable attorney's fees and costs in conjunction with any successful action brought to enforce or interpret this Agreement.

27. SUCCESSORS.

27.1 This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein and cannot be changed except by written agreement signed by both Parties.

28. AMENDMENT.

28.1 No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

29. INSURANCE.

29.1 Goliath agrees and undertakes to obtain and maintain, at its sole cost and expense, all insurance coverage related to partner funds and the Joint Venture operation. Goliath maintains the right without review to modify and/or alter coverages at its sole discretion. Such insurance shall include, but not be limited to:

Cybersecurity & Data Breaches
Protection against unauthorized access, data theft, malware attacks, and privacy breaches. Includes regulatory fines, PCI compliance costs, and legal support.
Business Interruption & System Failure
Covers financial losses due to cyberattacks, system outages, or third-party service disruptions, ensuring continuity and operational stability.
Financial Fraud & Digital Crime
Safeguards against fraudulent fund transfers, invoice scams, telecom fraud, and theft from business accounts or crypto wallets.
Cyber Extortion & Ransomware
Coverage for ransomware attacks and cyber extortion threats, including expert response teams to mitigate damage.
Reputation & Crisis Management
Compensation for lost revenue and crisis expenses resulting from cyber incidents or adverse media events, helping to restore brand confidence.
Technology & Media Liability
Protection from legal claims related to technology services, software failures, or media misrepresentation.
Fidelity Bond
Protection from losses sustained by theft from an employee or by any third party while funds are under the care, custody and control of Goliath or any related third party.

29.2 Additional details regarding all insurance related coverages are available upon request by emailing: agreement@goliathventuresinc.com.

NOT AN OFFICIAL COURT PUBLIC ACCESS COPY

[Signature page follows.]

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

This Agreement has been executed by the Parties through their duly authorized Representatives on the date(s) set forth below.

GOLIATH:

Goliath Ventures Inc.

By: Signed by: Chris Delgado 23188F3C98AB4EB...

Name: Chris Delgado

Title: CEO

Date: 8/11/2025

PARTNER:

TwentyWon Ventures LLC

By: Signed by: 56558F495C52451...

Name: Nick Petrillo

Title: Founder and CEO

Date: 8/8/2025

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT B

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "***Agreement***") is made by and between Twenty Won Ventures, LLC ("***Director***") and **GOLIATH VENTURES, INC.** ("***Goliath***") and BLACKBLOCK MANAGEMENT SERVICES ("BLACKBLOCK"). The effective date of this Agreement shall be the date when the last of the parties has

BACKGROUND:

WHEREAS, Goliath desires to retain the Director to provide certain Services (as defined in Section 3, below), and the Director is willing to perform such Services.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the parties agree as follows:

1. Appointment. Goliath hereby appoints the Director as an account manager with respect to certain partners of Goliath, as more particularly set forth below, and the Director accepts such appointment.

2. Term. This Agreement shall remain in full force and effect for a period of one (1) year beginning on the Effective Date and shall continue thereafter on a year-to-year basis until terminated by either party in accordance with Section 7 of this Agreement (the "***Term***").

3. Services.

(a) The Director agrees to furnish full-service account management services for partners of Goliath onboarded by Director and who are a party to a Joint Venture Agreement with Goliath (each, a "***Partner***" and collectively, "***Partners***"). Such services shall include, but are not limited to (collectively, the "***Services***"): (i) onboard Partners to Goliath's business contemplated by the Joint Venture Agreement, (ii) maintain Partner and Partner account information, (iii) regularly update and manage CRM through Salesforce, (iv) communicate with Partners regarding matters related to their respective account(s), (v) act as liaison between Partners and Goliath regarding contribution and distribution requests from Partners, (vi) send monthly account ledger reports regarding amounts owed to Partners pursuant to the terms of each Partner's respective Joint Venture Agreement, (vii) maintain accurate financial reports for their offices, (viii) and comply with all future compliance updates and requirements.

(b) Director represents and warrants that it has and shall have the necessary equipment, software, and qualified personnel available to furnish the Services under this Agreement.

4. Fees. As compensation for the Services rendered and expenses incurred by the Director (if any) hereunder, Goliath will pay Director a management fee (the "***Management Fee***"). The Management Fee shall be calculated and paid in accordance with the terms set forth in the attached **Exhibit A**.

5. Expenses. Except as otherwise set forth in this Agreement, neither party shall be required to pay any expenses of the other party, including, but not limited to, all out-of-pocket expenses, administrative and operating expenses, risk management expenses, consulting fees, accounting and auditing expenses, travel expenses, and any other expenses which are directly related to each parties' obligations hereunder.

NOT AN OFFICIAL COURT PUBLIC ACCESS - NOT AN OFFICIAL COPY

6. Other Activities.

(a) The Director shall devote such time to the Services as, in the judgment of the Director, is reasonably necessary to provide such Services, and neither the Director nor its affiliates shall be obligated to do or perform any act or thing in connection with the business of Goliath not expressly set forth herein.

(b) The Services of the Director to Goliath are not to be deemed exclusive, and the Director is free to render similar services to others so long as its Services to Goliath are not impaired thereby; however, any Director "outside activities" must be previously disclosed and approved by Goliath. Nothing herein contained in this Section 6 shall be deemed to preclude the Director or its affiliates from engaging directly or indirectly in any other business. It is also understood that the Director and any person or entity controlled by or under common control with the Director may have advisory, management, service, or other contracts with other organizations and persons and may have other interests and business.

7. Termination.

(a) For Convenience. Either party shall have the right to terminate this Agreement for its convenience, with or without cause, at any time during the Term of this Agreement upon thirty (30) days' prior written notice to the other party.

(b) For Cause. Either party may terminate this Agreement, effective upon written notice to the other party (the "***Defaulting Party***") if the Defaulting Party:

(i) Breaches a material term of this Agreement, and the Defaulting Party does not cure such breach within fifteen (15) days after receipt of written notice of such breach, or such material breach is incapable of cure.

(ii) In the case of Director, materially breaches Goliath's Social Media Policy and fails to cure such breach within ten (10) days after receipt of written notice of such breach, or such material breach is incapable of cure.

(iii) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(iv) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within ten (10) business days or is not dismissed or vacated within forty five (45) business days after filing.

(v) Is dissolved or liquidated or takes any corporate action for such purpose.

(vi) Makes a general assignment for the benefit of creditors.

(vii) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

(viii) The Director materially breaches the "code of conduct" outlaid by Goliath and BlackBlock in Exhibit XXXX. It is the Director's sole responsibility to ensure they are operating by the most recent "code of conduct" provided by Goliath and/or BlackBlock.

8. Confidentiality. From time to time during the Term of this Agreement, either party (as the "***Disclosing Party***") may disclose or make available to the other party (as the "***Receiving Party***"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed ("***Confidential Information***"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 8; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's employees and agents who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

9. Confidentiality Extended. Both "Director" and "BlackBlock" are bound to keep all information confidential as it relates to Goliath's client roster, client's personal information, Goliath's affiliates, partners, associates, cryptcurrency strategies, all direct and indirect tangential derivatives of cryptocurrency trading, liquidity pools, and strategies as it relates to same. This includes cryptocurrencies, stablecoins, decentralized finance, trading, investment, use of blockchain technology, mining, staking, and the use of crypto for various other financial applications.

10. Indemnification.

(a) Goliath Indemnification of Director. Except to the extent caused by negligence or willful misconduct of Director, Goliath hereby indemnifies, defends and holds Director and its respective shareholders, officers, directors, employees and agents harmless from and against any and all liabilities, penalties, damages, costs, judgments, settlements, attorneys' fees and disbursements, or other expenses of any nature whatsoever paid or incurred in connection with claims by any third person: (i) arising from or proximately relating to any breach by Goliath of any representation or warranty herein, (ii) relating to any Goliath employee's or agent's entitlement to benefits under any applicable law, rule or regulation, (iii) in connection with or arising out of any death, personal injury or damage to tangible property, to the extent caused by the negligence of Goliath's employees or agents, or (iv) arising out of, directly or indirectly, or proximately relating to the performance or non-performance of Goliath's obligations hereunder, any entity acting for or on behalf of Goliath in connection herewith, or the performance of anyone employed by Goliath or agent of Goliath, or due to any breach by Goliath of the terms of this Agreement. With regard to any claims described herein, Goliath shall control the defense and settlement of such claims; provided, however, that Goliath shall not settle any claim without

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Director's prior written consent, which consent shall not be unreasonably withheld. Goliath shall permit Director to participate in any such defense at Director's expense. Promptly upon Goliath's request, Director shall provide all reasonable assistance in the defense of such claims at Goliath's expense.

(b) Director Indemnification of Goliath. Except to the extent caused by the gross negligence or willful misconduct of Goliath, Director hereby indemnifies, defends and holds Goliath and its respective shareholders, officers, directors, employees and agents harmless from and against any and all liabilities, penalties, damages, costs, judgments, settlements, attorneys' fees and disbursements, or other expenses of any nature whatsoever paid or incurred in connection with claims by any third person: (i) arising from or proximately relating to any breach by Director of any representation or warranty herein, (ii) relating to any Director employee's or agent's entitlement to benefits under any applicable law, rule or regulation, (iii) in connection with or arising out of any death, personal injury or damage to tangible property, to the extent caused by the negligence of Goliath's employees or agents, or (iv) arising out of, directly or indirectly, or proximately relating to the performance or non-performance of Director's obligations hereunder, any entity acting for or on behalf of Director in connection herewith, or the performance of anyone employed by Director or agent of Director, or due to any breach by Director of the terms of this Agreement. With regard to any claims described herein, Director shall control the defense and settlement of such claims; provided, however, that Director shall not settle any claim without Goliath's prior written consent, which consent shall not be unreasonably withheld. Director shall permit Goliath to participate in any such defense at Goliath's expense. Promptly upon Director's request, Goliath shall provide all reasonable assistance in the defense of such claims at Director's expense.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE NEGLIGENCE OR MISCONDUCT OF A PARTY. NOTHING IN THIS SECTION 10 IS INTENDED TO LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF EITHER PARTY HEREUNDER WITH RESPECT TO THIRD PARTY CLAIMS.

12. Records; Inspection; Right to Audit. Goliath shall keep complete and accurate records of all activity with respect to the Partner accounts for a period of five (5) years from the date which the record was created or any longer period as such records are either in dispute or needed to resolve a dispute in accordance with Section 16 herein. Goliath shall, upon reasonable notice, allow Director the opportunity of inspecting, examining and auditing Goliath's operations and business records which are relevant to the Partner accounts and the Services provided hereunder by Director.

13. Independent Contractor. Goliath and Director agree that the relationship between them arising from this Agreement is that of independent contractors. Nothing contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment, or relationship of principal and agent between the parties or any of their affiliates, subsidiaries, related business entities, agents, contractors or subcontractors, or to grant either party any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

14. Subcontracting. Director may not subcontract the performance of any of its Services hereunder without the prior written consent of Goliath.

NOT AN OFFICIAL COPY - PUBLIC RECORDS - NOT FOR OFFICIAL COPY

15. **Amendment; Modification; Waiver.** This Agreement shall not be amended, nor shall any provision of this Agreement be considered modified or waived, unless evidenced by a writing signed by the parties hereto. A failure or delay of either party to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

16. **Notices.** Except as otherwise provided herein, all communications hereunder shall be in writing and shall be delivered by mail, hand delivery, or courier, or sent by telecopier or electronically to the requisite party, at its address as specified by such party.

17. **Governing Law; Venue; Dispute Resolution.** Any and all matters of dispute between the parties to this Agreement and all questions relating to its validity, interpretation, remediation and enforcement, whether arising from the Agreement itself or from alleged extra-contractual dealings, interactions, or facts prior to or subsequent to the formation of the Agreement, shall be governed by, and the rights and responsibilities of the parties construed and enforced in accordance with, the laws of Florida, regardless of the legal theory upon which such matter is asserted and without regard to its conflict of laws principles. Venue shall be held in Broward County. Any controversy or claim arising out of, related to, or in connection with this Agreement (a "***Claim***") which cannot be resolved by negotiation between the parties within thirty (30) days of either party giving notice to the other party of such Claim shall be submitted to arbitration before a mutually agreed upon arbitrator in Broward County, Florida. Any dispute shall be handled via binding arbitration in Broward County. Any right to a trial by jury is expressly waived by all parties.

18. **Assignment.** Neither the "Director" or "BlackBlock" shall have the right to assign this Agreement without the prior written consent of "Goliath"; any such attempted assignment shall be null and void. Notwithstanding the foregoing, Goliath may assign this Agreement without the consent of Director or BlackBlock to an affiliate or subsidiary of Goliath or any entity under common control with Goliath.

19. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

20. **Attorney's Fees.** In the event that either party brings any suit, action or proceeding against the other party for any reason arising from or related to this Agreement, then the prevailing party shall be entitled to recover from the other party any and all costs and expenses, including reasonable attorney fees, arising from or related to the suit, action or proceeding.

21. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter herein. Any and all previous or contemporaneous understandings not contained herein, whether written or oral, are hereby either waived or superseded and are of no force and effect.

22. **Severability.** If any provision of this Agreement, or the application thereof to any party hereto, shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

23. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement.

NOT AN OFFICIAL COPY - THIS IS ACCESS - NOT AN OFFICIAL COPY

24. **Construction.** In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

[The remainder of this page is intentionally left blank. Signature page follows.]

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement on the date first written above.

DIRECTOR:

Signed by:
56558F495C52451...

Print Name: Nick Petrillo

GOLIATH:

Signed by:
23188F3C98AB4EB...

By: Chris Delgado

Name: Chris Delgado

Title: CEO

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT 2

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

IN THE CIRCUIT COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

GREGORY GARRETT WILSON,
an individual,

Plaintiff,

v.

GOLIATH VENTURES, INC.,
a Wyoming corporation,

Defendant.
_____/

CASE NO.:

COMPLAINT

Plaintiff, Gregory Garrett Wilson ("Plaintiff"), by and through undersigned counsel, sues Defendant, Goliath Ventures, Inc. ("Goliath" or "Defendant"), and alleges as follows:

NATURE OF THE ACTION

1. This is an action for damages exceeding $50,000.00, exclusive of interest, attorneys' fees, and costs, arising from Defendant's breaches of a Joint Venture Agreement.

2. This dispute arises out of an arrangement involving cryptocurrency liquidity pools. In decentralized finance, a "liquidity pool" generally refers to a pool of deposited digital assets (often two assets paired together) that is used by an exchange or protocol to facilitate trading. Rather than relying on a traditional order book, trades are executed against the pool, and the pool's participants can earn fees generated by those trades.

3. Here, Plaintiff provided substantial funds with Goliath for the stated purpose of deploying those funds into cryptocurrency liquidity pools. Under the parties' Joint Venture Agreement, Goliath guaranteed the return of Plaintiff's principal without diminution or impairment, and profits were to be distributed monthly at an 8.5% "grand-fathered" rate on

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Contributions and current balances. JVA §§ 3.6, 7.1.1.1. Despite demand, Goliath has failed and refused to return Plaintiff's principal and to remit profits owed.

PARTIES, JURISDICTION, AND VENUE

4. Plaintiff Gregory Garrett Wilson is an individual who is over the age of eighteen and is otherwise sui juris.

5. Defendant Goliath Ventures, Inc. is a Wyoming corporation that transacts business in Florida and maintained and/or used Florida contact information and banking arrangements in connection with the parties' contract and performance, including identifying a Florida mailing address for notices and a Florida bank account for receipt of contributions.

6. This Court has subject matter jurisdiction because the amount in controversy exceeds $50,000.00.

7. Personal jurisdiction is proper because Defendant engaged in business activities in Florida, entered a contract governed by Florida law, and committed breaches causing injury in Florida.

8. Venue is proper in Broward County because the parties' governing law, venue, and dispute-resolution provisions designate Broward County, Florida, as the proper venue for disputes.

9. All conditions precedent to bringing this action have been performed, satisfied, excused, or waived.

10. Plaintiff has retained the undersigned counsel and is obligated to pay reasonable attorneys' fees and costs.

GENERAL ALLEGATIONS

11. Plaintiff and Goliath entered into a written Joint Venture Agreement (the "JVA"), dated June 3, 2025, to "enter into a Joint Venture" in the cryptocurrency arena by "making

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Contributions into liquidity pools" running on one or more exchanges (such as Uniswap), including the pairing of cryptocurrencies to create liquidity and generate exchange fees. JVA §§ 3.1–3.3.

12. A true and correct copy of the JVA is attached as **Exhibit A**.

13. The JVA defines "Contribution(s)" as the USD value of any contribution of either USD or cryptocurrency made by Goliath and/or Plaintiff under the JVA. JVA § 1.1.

14. The JVA further provides that each party's Contributions are, "at all times, considered under the ownership of that Party." JVA § 6.5.

15. Under the JVA, any profits generated from a Venture were to be distributed on a monthly basis, first to Plaintiff at a rate of 8.5% on Contributions and current balances, with any remaining profits allocated to Goliath. JVA §§ 7.1, 7.1.1.1, 7.1.2.

16. Under the JVA, Plaintiff could request a withdrawal of all or a portion of his Contributions by providing notice by email; Goliath agreed to process withdrawals within a reasonable time and to use reasonable efforts to return the requested withdrawal amount within 5 to 7 business days. JVA § 8.1.

17. Most importantly, Goliath "hereby guarantees the return of principal amount of capital deposited" by Plaintiff in connection with the Joint Venture, providing that the principal "shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture," and that this guarantee is "absolute and binding" and remains in effect until the principal is paid in full. JVA § 3.6.

18. Plaintiff performed his obligations under the JVA, including by making Contributions to the Joint Venture as contemplated by the agreement. JVA §§ 3.1, 6.1, 6.4.

NOT AN OFFICIAL COPY PUBLIC ACCESS - NOT AN OFFICIAL COPY

19. Plaintiff invested substantial amounts with Goliath under the JVA, including Contributions totaling at least $5,815,000.00. JVA § 1.1; JVA § 3.6.

20. On or about October 13, 2025, Plaintiff demanded withdrawal of $3 million of his Contributions pursuant to the JVA. Goliath's Chief Operating Officer confirmed the validity of this withdrawal request. Goliath nevertheless failed to process the withdrawal or return any portion of the requested funds as required by the agreement. JVA § 8.1.

21. On or about December 24, 2025, Plaintiff demanded withdrawal of all remaining Contributions, including reiterating his demand to withdraw the $3 million previously requested. Goliath's Chief Operating Officer confirmed the validity of this withdrawal request. Goliath nevertheless failed to process the withdrawal or return any portion of Plaintiff's Contributions. JVA § 8.1.

22. On January 5, 2026, Goliath emailed Plaintiff confirming that Plaintiff was owed at least $6.8 million in unremitted Contributions and profits. In reality, the amount due and owing exceeds $8 million, but nonetheless this acknowledgment further evidences the fact that substantial amounts are due and owing.

23. On January 23, 2026, Plaintiff sent Goliath a written demand letter reiterating his demands for withdrawal of all Contributions and payment of all profits owed and further making a formal demand for mediation in Broward County, Florida.

24. A true and correct copy of the demand letter is attached as **Exhibit %**

25. As reflected in the demand letter, Goliath owed Plaintiff $8,058,768.34 as of January 22, 2026, for unremitted Contributions and profits calculated at the 8.5% monthly rate on Contributions and current balances. JVA § 7.1.1.1. The amount owed continues to increase each month that Goliath withholds Plaintiff's funds. JVA § 7.1.1.1.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

26. As is the case with the two prior lawsuits filed against Goliath by the same counsel, for the same facts, Goliath has ignored all communications, requests for information, demands for payment and repayment, and demands for mediation.

26. As of the filing of this Complaint, the total amount owed to Plaintiff is approximately $8,743,763.65, exclusive of prejudgment interest, attorneys' fees, and costs. This amount is subject to increase based on continuing accrual and/or amounts revealed in discovery.

27. Despite demand, Goliath has failed and refused to return Plaintiff's principal or to remit the profits owed, in violation of the JVA's principal-guarantee, withdrawal, and profit-distribution provisions. JVA §§ 3.6, 7.1.1.1, 8.1.

28. Upon information and belief, Goliath has similarly failed to honor withdrawal and payment obligations to other investors, raising concerns that Goliath may be dissipating or misusing investor funds and that immediate judicial relief may be necessary to preserve assets and prevent further harm.

COUNT I — BREACH OF CONTRACT

29. Plaintiff realleges paragraphs 1–28 as if fully set forth herein.

30. The JVA is a valid contract between Plaintiff and Goliath governing, among other things, Contributions to liquidity pools, distribution of profits, and withdrawal/return of funds. JVA §§ 3.1, 6.4, 7.1, 8.1.

31. Plaintiff performed his obligations under the JVA, including making Contributions as contemplated by the agreement. JVA §§ 3.1, 6.1, 6.4.

32. Goliath materially breached the JVA by failing and refusing to return Plaintiff's principal investment as guaranteed—i.e., failing to "fully reimburse" the "principal amount of

NOT AN OFFICIAL COPY – PUBLIC ACCESS – NOT AN OFFICIAL COPY

capital deposited" by Plaintiff "without diminution or impairment," despite the guarantee remaining binding until principal is paid in full. JVA § 3.6.

33. Goliath also failed to honor the JVA's withdrawal/return obligations after Plaintiff's withdrawal demands, including the requirement that Goliath use reasonable efforts to return the requested withdrawal amount within 5 to 7 business days. JVA § 8.1.

34. Additionally, Goliath breached the JVA by failing to distribute profits to Plaintiff on a monthly basis at the agreed 8.5% rate on Contributions and current balances. JVA §§ 7.1, 7.1.1.1.

35. As a direct and proximate result of Goliath's breach, Plaintiff has suffered damages in an amount to be proven at trial, including, at minimum, approximately $8,743,763.65 as of the filing of this Complaint, plus prejudgment interest.

36. Plaintiff is entitled to recover his reasonable attorneys' fees and costs as the prevailing party under the JVA. JVA § 26.1.

WHEREFORE, Plaintiff requests judgment in his favor and against Defendant for damages, prejudgment interest, post-judgment interest, attorneys' fees, costs, and such other relief as the Court deems just and proper, including equitable relief to preserve assets pending resolution of this dispute.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

Respectfully submitted this 10th day of February 2026, by:

SHAW LEWENZ
110 SE 6th Street, Suite 2900
Fort Lauderdale, FL 33301
Telephone: (954) 361-3633
Facsimile: (954) 989-7781
Primary:jshaw@shawlewenz.com;
gmorales@shawlewenz.com;
lalvarez@shawlewenz.com
Secondary: avazquez@shawlewenz.com;
lgrealy@shawlewenz.com

By: */s/ Jordan A. Shaw*
JORDAN A. SHAW, ESQ.
Florida Bar No.: 111771
GABRIEL E. MORALES, ESQ.
Florida Bar No. 1038778

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT A

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT is by and between Goliath Ventures Inc. ("**Goliath**") and Gregory Garrett Wilson ("**Partner**"). Goliath and Partner are also referred to herein, individually, as a "**Party**" and collectively, the "**Parties**". The effective date of this Agreement (the "**Effective Date**") shall be the date when the last one of the Parties has executed this Agreement.

BACKGROUND:

A. The Parties desire to enter into a joint venture for the purpose of collaborating on a project in the cryptocurrency arena (the "**Joint Venture**"), as more particularly described herein.

B. This Agreement sets out the terms and conditions which shall govern the Parties' Joint Venture and their respective rights and obligations.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

1.1. The following terms used in this Agreement shall have the meanings specified below or in the Section in which they first appear:

"***Account***" means the account(s) created by the Partner and with Goliath to Contribute to the Venture(s).

"Affiliate" means any subsidiary, associated or affiliated company, corporation, limited liability company, or partnership of Goliath and any entity, present or future, directly or indirectly controlling, controlled by, or under common control with Goliath.

"Agreement" means this Joint Venture Agreement, as amended from time.

"Bitcoin" means the decentralized digital cryptocurrency on the Bitcoin network which uses public-key cryptography in recording transactions.

"Business Day" means any day other than Saturday and Sunday.

"Contribution(s)" means the USD value of any contribution of either USD or cryptocurrency made by Goliath and/or the Partner under this Agreement.

"Ethereum" means the decentralized digital cryptocurrency which is native to the Ethereum blockchain-based platform with smart contract functionality.

"Goliath" means Goliath Ventures Inc. and its Affiliates.

"Representative(s)" means, in relation to a Party, its employees, officers, directors, contractors, delegates, representatives, and advisors.

"Uniswap" refers to Uniswap, a company that provides a cryptocurrency exchange.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

"USD" means United States dollars.

"USDC" means United States dollar coin, a digital stablecoin pegged to the United States dollar.

2. TERM.

2.1. The "**Term**" of this Agreement shall commence on the Effective Date and shall continue for a period one (1) year, unless earlier terminated in accordance with Section 15 of this Agreement. This Agreement shall automatically renew for successive one (1) year periods unless either Party provides written notice to the other Party of its intention not to renew at least thirty (30) days prior to the expiration of the then-current term.

3. JOINT VENTURE.

3.1. The Parties agree to enter a Joint Venture for the purpose of carrying out the particular project by making Contributions into liquidity pools which shall run on one or more exchanges (such as Uniswap) and shall involve the pairing of a combination of cryptocurrencies to exchanges wherein, in lieu of interest, an exchange pays exchange fees for the use of the pairing to create liquidity. Each liquidity pool that the Parties collectively decide to contribute to shall be considered a "**Venture**".

3.2. With respect to the operation of the Joint Venture, each Party shall have such power and authority as is specifically set forth in this Agreement or as may be otherwise agreed to in writing. Except as specifically set forth in this Agreement, neither Party shall have any authority to act for, or to assume any obligations or responsibilities on behalf of, the other Party. Nothing contained in this Agreement shall constitute the Parties being partners for any other purpose or render them liable to contribute more than the amounts set forth herein or entitle them to any participation in profits of the Joint Venture other than as specified herein.

3.3. The Parties shall mutually decide on which Ventures to engage in, as described in Section 4 below. The Parties shall use reasonable efforts to cooperate in each Venture in accordance with the terms and conditions of this Agreement.

3.4. The Parties acknowledge and agree that this Agreement, and the Joint Venture and activities contemplated hereunder, are not an investment product, investment offering, investment advice, or a security in any way whatsoever.

3.5. The Partner acknowledges and agrees that the tax treatment of the Partner's Contributions to the Joint Venture and any profits a Partner receives from the Joint Venture is uncertain and there may be adverse tax consequences in connection therewith, and that the Partner is solely responsible for properly reporting any profits or losses to the applicable taxing authorities. The Partner agrees to seek its own independent legal and tax advice with respect to its participation in the Joint Venture.

3.6. Goliath hereby guarantees the return of principal amount of capital deposited by the Partner in connection with this Joint Venture. This guarantee ensures that the principal amount shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture. This guarantee is applicable to all New External deposits from the Partner, not monies that are "rolled up" and will be paid in

NOT AN OFFICIAL COPY - DOCUSIGN PROCESS - NOT AN OFFICIAL COPY

USDC unless otherwise specified by the Partner. This guarantee is absolute and binding and shall remain in full force and effect until the Principal Amount is paid in full to the Partner.

4. PARTNER ACCOUNT.

4.1. For every specific Contribution which is made by the Partner, subject to the required minimums, an Account will be created for the Partner. Such Account(s) will be reflected on monthly reports provided to Partner.

4.2. To register for an Account, the Partner must provide certain information about themselves as prompted by the Account registration form and process.

4.3. Goliath reserves the right to reject any registration request in its sole and absolute discretion, with or without providing a reason for such rejection.

4.4. The Partner represents and warrants that:

4.4.1. they are at least 18 years old (for individuals);

4.4.2. that all Contributions made in connection with this Agreement are completely legitimate and are not, whether directly or indirectly, the proceeds of any criminal or other illegitimate activities;

4.4.3. they understand that this is not an investment product or offering and that it is a genuine Joint Venture between the Parties;

4.4.4. they have not relied on information or advice from any other party, including Goliath, to enter into this Joint Venture and that the Partner is entering into this Joint Venture solely based on its own analyses and decisions; and

4.4.5. all required registration information submitted (or that will be submitted in the future) is truthful and accurate, and that they will maintain the accuracy of such information.

4.5. The Partner is responsible for keeping their Account details accurate and up to date. In the event of any change(s), the Partner shall notify Goliath in writing via email. Once the request has been received by Goliath, Goliath may, in its sole and absolute discretion, request additional information from Partner regarding the Account.

4.6. The Partner is responsible for maintaining the confidentiality of their Account information, and the Partner is fully responsible for all activities that occur under its Account. The Partner agrees to immediately notify Goliath of any unauthorized use, or suspected unauthorized use, of the Partner's Account or email or any other breach of security. Goliath will not be liable for any loss or damage arising from the Partner's failure to comply with the above requirements.

4.7. The Partner is not permitted to transfer their rights in or ownership of their Account(s) to any third party.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

5. MANAGEMENT AND DECISION MAKING.

5.1. For each Venture, the Parties will work together to decide which liquidity pools to engage in using their Contributions. Such pools shall include, but are not limited to, Bitcoin, Ethereum, and USDC.

5.2. The Parties understand and agree that any decisions relating to the Ventures and to the Contributions to be made under this Agreement shall be made by the Parties collectively. As such, each Party is making its own decision(s) and neither Party is providing any form of financial or investment advice to the other.

5.3. Goliath reserves the right to change or amend the methods of operation for the Venture(s) at its sole discretion, where, for example, Goliath has assessed the market conditions and decided that a different approach is more suitable for the Venture(s), and the Partner hereby authorizes Goliath to make such decisions on behalf of Partner.

5.4. Each Party shall be responsible for its own costs and expenses incurred in connection with each Venture and this Agreement and in performing its obligations in connection therewith. Neither Party shall be entitled to charge the other Party for such costs and expenses.

6. CONTRIBUTIONS.

6.1. For each Venture that the Partner participates in, the Partner shall contribute not less than $100,000 USD (the "**Minimum Contribution**") to the Venture. The Partner shall not be permitted to pool funds from third parties in order to meet the Minimum Contribution. The Minimum Contribution amount may be changed at any time by Goliath in its sole and absolute discretion.

6.2. The Parties agree that no Contributions shall be traded in U.S. regulated securities.

6.3. Goliath will only use its own funds and will not collect, pool together, or use funds of the Partner for other crypto initiatives and/or special projects not connected with the Venture(s).

6.4. The Partner shall send its Contribution(s) to the applicable and correct wallet address(es) as set forth below, or opt in to wire funds, or mail directly to:

BANK NAME: BANK OF AMERICA
BENEFICIARY: GOLIATH VENTURES INC.
BENEFICIARY ADDRESS: 189 S. ORANGE AVE, SUITE 1800
ORLANDO, FL 32801
ACCOUNT NUMBER: [redacted]XXXX **(Redacted. To be provided after onboarding is completed.)**
ROUTING NUMBER: [redacted]

Deposit wallets will be provided when the contract is completed.

If the Partner sends an amount less than the Minimum Contribution, the check or wire transfer will be returned to the Partner, and expenses or fees incurred by Goliath in connection with the same shall be charged back to the Partner.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

6.5. Neither Party shall be deemed to be managing the other Party's Contributions in any way whatsoever. Furthermore, the Contribution(s) from each Party shall be, at all times, considered under the ownership of that Party.

6.6. Goliath reserves the right to change the payment options and methods herein from time to time in its sole and absolute discretion, and the Partner will be notified of any such change.

7. DISTRIBUTION OF PROFITS.

7.1. Any profits that are generated from a Venture shall be distributed on a monthly basis as follows:

7.1.1. First, to the Partner as follows:

7.1.1.1. 8.5 and 50/100's (8.5%) on Contributions and current balances. This is considered as a "grand-fathered" rate. If the Partner terminates this agreement and wishes to become a Partner again, they will be given the new Joint Venture agreement and applicable rates.

7.1.2. Next, Goliath shall be entitled to any remaining profits from a Venture.

7.2. The Partner shall have the option to have its monthly profits paid out to them on either a monthly or quarterly basis, as set forth in the table below.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

	Address Info:	**Payout Option**
Partner's Address	Partner Name (check payable to): Gregory Garrett Wilson Gregory Wilson Address Bradenton FL 34212 City State Zip If not applicable - note N/A	x Monthly Payout Monthly Rollover

PARTNER WIRE INFO:

BANK NAME: Chase

ACCOUNT NUMBER: [redacted]

ROUTING NUMBER/SWIFT: [redacted]

BANK ADDRESS: 270 Park Avenue, New York, NY 10017

PARTNER WALLET INFO

Wallet	**Wallet Details**
The Partner's **BTC** Wallet Address	Wallet: Wallet Network: BTC If not applicable - note N/A
The Partner's **Ethereum** Wallet Address	Wallet: Wallet Network: ERC20 If not applicable - note N/A
The Partner's **USDC**	Wallet: Wallet Network: ERC20 If not applicable - note N/A

7.3. The Partner shall ensure that the above information provided by the Partner is correct in all respects, as Goliath will not be liable or responsible in any way for any loss or damage as a result of incorrect information provided in the above table or by the Partner.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

8. WITHDRAWALS.

8.1. In the event a Party wants to withdraw all, or a portion of its Contributions made under this Agreement (each, a "**Withdrawal**"), the withdrawing Party shall send an email to the other Party to notify them of such Withdrawal. To withdraw all or a portion of the balance in the Partner's Account, the Partner shall send a request to Goliath. Goliath will, within a reasonable time from receipt of the Withdrawal notification, process the Withdrawal(s) and will use reasonable efforts to return the Partner's requested Withdrawal amount within 5 to 7 Business Days. Goliath shall send all Withdrawals requested by the Partner by wire to the Partner's address set forth in Section 7.2 above.

8.2. The Partner shall not request a Withdrawal amount which causes less than the Minimum Contribution amount to remain in the Account.

8.3. Goliath reserves the right to delay the Withdrawal process in this Section for up to 90 days in the event that Goliath suspects:

8.3.1. any suspicious or malicious activities;

8.3.2. system hacks and/exchange delays; or

8.3.3. other events which Goliath believes warrants further investigation.

9. CONFIDENTIALITY AND NONDISCLOSURE.

9.1. While participating in the Joint Venture under this Agreement, the Partner may have access to confidential or proprietary information regarding Goliath and its related business entities (the "**Confidential Information**"). The Partner acknowledges the proprietary and sensitive nature of the Confidential Information and the importance of maintaining the secrecy and confidentiality of such Confidential Information. The Confidential Information includes, but is not limited to, proprietary and confidential matters concerning certain know-how, data and/or other matters related to Goliath's current and proposed operations, as well as Goliath's clients, customers, vendors, security and financial information, technical data, drawings, designs, software, tapes, inventions, developments, processes, technology information, marketing strategies, targeting methods, business objectives and any information relating to the pricing, and research development or related information to which the Partner has gained access in connection with this Agreement. The Partner and its employees and supplier's agents and subcontractors and their employees, shall not, without the prior written consent of Goliath, disclose any Confidential Information to any third party, either orally or in writing, unless such disclosure is (i) required for its performance under this Agreement or (ii) required by law or legal or regulatory process. Unless otherwise required by law, the Partner shall not release or disclose any information concerning the terms and conditions of this Agreement to any third party unless prior written consent is obtained from Goliath.

9.2. The Partner: (i) shall not, without Goliath's prior written consent, disclose the Confidential Information in any manner except as expressly authorized by this Agreement, (ii) shall treat Confidential Information with at least the same degree of care that it treats its own confidential information, but in no event with less than a reasonable degree of care and (iii) shall use its best efforts to prevent disclosure of Confidential Information to

NOT AN OFFICIAL DOCUMENT - PUBLIC ACCESS - NOT AN OFFICIAL COPY

unauthorized parties. The Partner shall notify Goliath immediately of any loss or unauthorized disclosure or use of Confidential Information that comes to its attention.

9.3. The Partner shall only use the Confidential Information for the purpose of performing the Services under this Agreement and will restrict disclosure of the Confidential Information solely to those of its employees, agents and subcontractors with a need to know such Confidential Information for the purpose of performing such Services. The Partner will ensure that any such person permitted access to any portion of the Confidential Information is advised of its confidential nature and that it may be used only for the purposes enumerated hereunder.

9.4. The parties agree that any unauthorized use or disclosure of Confidential Information by the Partner may cause immediate and irreparable harm to Goliath for which money damages may not constitute an adequate remedy. In such event, the parties agree that Goliath may seek injunctive relief as appropriate.

9.5. If the Partner is directed by court order, subpoena or other legal or regulatory agency's request or similar process to disclose any of the Confidential Information, the Partner shall notify Goliath in writing, with a copy of such document attached, in sufficient detail immediately upon receipt of such court order, subpoena, legal or regulatory agency's request or similar process, in order to permit application by Goliath for an appropriate protective order.

9.6. All Confidential Information made available hereunder, including copies thereof, shall be returned to Goliath upon the first to occur of (i) termination of this Agreement or (ii) request by Goliath. Copies of any Confidential Information shall not be retained in any form by the Partner without the prior written consent of Goliath.

10. INTELLECTUAL PROPERTY.

10.1. The Partner acknowledges and agrees that Partner does not have any right to use Goliath's name or logo or any of Goliath's other property or intellectual property rights without the prior written consent of Goliath.

10.2. All information, data, reports, studies, object modules, executables, source code, flow charts, diagrams and other tangible or intangible material (collectively, "**Materials**") of any nature whatsoever produced by, for, or as a result of, the Joint Venture, and all copies of the foregoing, shall be the sole and exclusive property of Goliath, and such Materials shall be deemed "works made for hire," of which Goliath shall be deemed the author. The Partner shall make use of the Materials only as expressly permitted under this Agreement. To the extent that any Materials are not deemed to be "works made for hire," the Partner hereby irrevocably grants, assigns, transfers and sets over to Goliath all right, title and interest of any kind, nature or description in and to the Materials, including copyrights and any other intellectual property rights therein.

11. PUBLIC ANNOUNCEMENTS.

11.1. Neither party shall make, nor permit any person to make, any public announcement or communication, whether verbal or in writing, concerning the existence, subject matter, or terms of this Agreement, the transactions contemplated hereby, or the relationship between the Parties, without the prior written consent of the other Party.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

12. REPRESENTATIONS AND WARRANTIES OF PARTNER.

12.1. The Partner represents and warrants to Goliath that:

12.1.1. the Partner has full power and authority to execute this Agreement and to fulfill its obligations hereunder;

12.1.2. all information, data and materials Partner provides under this Agreement are accurate and complete in all material respects as of the date provided, and

12.1.3 there are no claims, judgments, liens, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas or investigations of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity, pending or, to the Partner's knowledge, threatened against that Partner or any of its assets.

13. DISCLAIMER.

13.1 Partner expressly acknowledges that Goliath makes no representations, warranties or guarantees of any kind, express or implied, as to the success of any Venture and a Partner's right to receive any profits from any Venture.

14. INDEMNITY AND LIMITATION OF LIABILITY.

14.1. Partner hereby indemnifies, defends and holds Goliath harmless from and against any and all liabilities, penalties, damages, costs, judgments, settlements, attorneys' fees and disbursements, or other expenses of any nature whatsoever paid or incurred in connection with claims arising from Partner's (a) breach of any representation or warranty herein, or (b) breach of any terms of this Agreement.

14.2. Goliath will not be liable for damages that the Partner could have avoided by following Goliath's instructions or for damages caused by the Partner's failure to correctly follow any instructions in this Agreement.

14.3. Neither Party will be liable to the other Party for any losses or damages, whether in contract or tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

14.6.1. loss of profits, sales, business, or revenue.

14.6.2. business interruption.

14.6.3. loss of anticipated savings.

14.6.4. loss of business opportunity, goodwill, or reputation; or

14.6.5. any indirect, special, punitive, or consequential damages.

15. TERMINATION.

15.1. Either Party shall have the right to terminate this Agreement for its convenience, with or without cause, at any time during the Term upon thirty (30) days' prior written notice to the

NOT AN OFFICIAL COPY - NO ACCESS - NOT AN OFFICIAL COPY

Other Party. Goliath may close the Partner's Account(s) and return the Partner's current amount of funds in the Partner's Account to the Partner at any time for any reason in Goliath's sole and absolute discretion in accordance with this Section 15. The Partner acknowledges and agrees that any termination of their Account may involve deletion of user content associated with such Account. Goliath will have no liability whatsoever to the Partner for any termination of this Agreement, including the termination of the Partner's Account except for Goliath's agreement to return the Partner's current amount of funds in the Partner's Account to the Partner.

15.2. Goliath shall have the right to immediately terminate this Agreement upon any of the following events:

15.2.1. gross negligence, willful misconduct, or fraud of the Partner.

15.2.2. the Partner files a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent;

15.2.3. the Partner makes an assignment for the benefit of creditors or takes other similar action for the protection or benefit of creditors;

15.2.4. the Partner breaches any material term of this Agreement, and such breach is incurable by Partner or, if such breach is curable, Partner fails to cure the breach within 10 days after notification by Goliath in writing to do so; or

15.2.5. if any representation or warranty of the Partner in Section 12 of this Agreement is found to be untrue or misleading.

15.3. The Partner shall have the right to terminate this Agreement upon written notice (which includes email) to Goliath. If the Partner terminates this Agreement (or any Account) in the middle of a week, any profit owed derived from that week will not be paid to the Partner.

16. EFFECTS OF TERMINATION.

16.1. The Partner acknowledges and agrees that once the Partner's Account(s) has been terminated, or once a termination notice has been received by either Party, the Partner shall no longer have the right to receive any profits or rewards after such date of termination.

16.2. All Sections of this Agreement which, either expressly or by their nature, are intended to survive the termination of this Agreement shall remain in full force and effect after such termination.

16.3. If the Partner whose Account(s) has been terminated wants to reapply for another Account, Goliath will have sole discretion in deciding whether or not to accept any such application.

16.5. Each Party shall remain responsible for its obligations with respect to actions and events prior to the termination of this Agreement.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

17. FORCE MAJEURE.

17.1. Goliath shall not be liable for any failure or delay in performing its material obligations where such failure or delay results from any cause that is beyond Goliath's reasonable control, including, but not limited to civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, or any other event that is beyond the reasonable control of Goliath.

18. ASSIGNMENT AND OTHER DEALINGS.

18.1. Goliath, in its sole discretion, may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all of its rights and obligations under this Agreement without the consent of the Partner.

18.2. The Partner shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all its rights and obligations under this Agreement without the prior written consent of Goliath.

19. NOTICES.

19.1. A notice given to a Party under or in connection with this Agreement shall be in writing and sent to the Party at the address or email address set forth in this Agreement. Any notification sent by email will be deemed received on the date of transmission.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

19.2. The Partner's information for all notices is as follows:

Legal name (of entity or person): Fortified Ventures, LLC

Mailing Address: 14522 17th Ave E, Bradenton FL 34212

Phone: 941-737-3812

Email: Garrettwilson1102@gmail.com

19.3. Goliath's information for all notices is as follows:

Legal name (of entity or person): Goliath Ventures, Inc.

Mailing Address: 189 S Orange Ave, STE 1800 Orlando, FL 32801-3261

Phone: (407) 793-4979

Email: agreement@goliathventuresinc.com

20. SEVERABILITY.

20.1. If any part or provision of this Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the Parties shall negotiate in good faith toward a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. NO PARTNERSHIP OR AGENCY.

21.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between the Parties, make any Party the agent of the other Party, or authorize one Party to make or enter into any commitments for or on behalf of the other Party, except as expressly provided in this Agreement.

21.2. Each Party agrees it is acting on its own behalf and not for the benefit of any other person.

22. WAIVER.

22.1. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

NOT AN OFFICIAL COPY PUBLIC ACCESS - NOT AN OFFICIAL COPY

23. COUNTERPARTS.

23.1. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

23.2. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. ENTIRE AGREEMENT.

24.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to the subject matter herein.

25. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION.

25.1. Any and all matters of dispute between the Parties to this Agreement and all questions relating to its validity, interpretation, remediation and enforcement, whether arising from the Agreement itself or from alleged extra-contractual dealings, interactions, or facts prior to or subsequent to the formation of the Agreement, shall be governed by, and the rights and responsibilities of the parties construed and enforced in accordance with, the laws of Florida, regardless of the legal theory upon which such matter is asserted and without regard to its conflict of laws principles. Any controversy or claim arising out of, related to, or in connection with this Agreement (a "**Claim**") which cannot be resolved by negotiation between the parties within thirty (30) days of either party giving notice to the other party of such Claim shall be submitted to mediation before a mutually agreeable mediator in Broward County, Florida. In the event mediation is unsuccessful, the Claim shall be settled, at the request of either party, by binding arbitration before the American Arbitration Association using the AAA's Commercial Arbitration Rules as in effect at the time the arbitration is commenced by written demand via notice to either party to this Agreement. The venue shall be in Broward County, Florida, and the arbitration shall be held before a single, neutral arbitrator who has experience in the financial services industry. The arbitrator shall decide the full scope and arbitrability of all claims, issues, and defenses to be heard and decided in the arbitration. The arbitrator shall provide a reasoned award and the parties shall each pay half of the costs and fees of the arbitration. The parties hereby consent to the subject matter and personal jurisdiction of the Federal and state courts in Broward County, Florida, U.S.A. for purposes of enforcement of any arbitration award in this Agreement, and any right to a trial by jury in any enforcement or post-enforcement proceedings is hereby expressly waived.

NOT AN OFFICIAL COPY. THIS IS A COPY - NOT AN OFFICIAL COPY

26. ATTORNEYS' FEES.

26.1. The prevailing Party shall be entitled to recover reasonable attorney's fees and costs in conjunction with any successful action brought to enforce or interpret this Agreement.

27. SUCCESSORS.

27.1 This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein and cannot be changed except by written agreement signed by both Parties.

28. AMENDMENT.

28.1 No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

29. INSURANCE.

29.1 Goliath agrees and undertakes to obtain and maintain, at its sole cost and expense, all insurance coverage related to partner funds and the Joint Venture operation. Goliath maintains the right without review to modify and/or alter coverages at its sole discretion. Such insurance shall include, but not be limited to:

Cybersecurity & Data Breaches
Protection against unauthorized access, data theft, malware attacks, and privacy breaches. Includes regulatory fines, PCI compliance costs, and legal support.
Business Interruption & System Failure
Covers financial losses due to cyberattacks, system outages, or third-party service disruptions, ensuring continuity and operational stability.
Financial Fraud & Digital Crime
Safeguards against fraudulent fund transfers, invoice scams, telecom fraud, and theft from business accounts or crypto wallets.
Cyber Extortion & Ransomware
Coverage for ransomware attacks and cyber extortion threats, including expert response teams to mitigate damage.
Reputation & Crisis Management
Compensation for lost revenue and crisis expenses resulting from cyber incidents or adverse media events, helping to restore brand confidence.
Technology & Media Liability
Protection from legal claims related to technology services, software failures, or media misrepresentation.
Fidelity Bond
Protection from losses sustained by theft from an employee or by any third party while funds are under the care, custody and control of Goliath or any related third party.

29.2 Additional details regarding all insurance related coverages are available upon request by emailing: agreement@goliathventuresinc.com.

NOT AN OFFICIAL COPY PUBLIC ACCESS

[Signature page follows.]

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

This Agreement has been executed by the Parties through their duly authorized Representatives on the date(s) set forth below.

GOLIATH:

Goliath Ventures Inc.

By: Signed by: Chris Delgado 23188F3C98AB4EB...

Name: Chris Delgado

Title: CEO

Date: 6/3/2025

PARTNER:

By: DocuSigned by: Gregory Garrett Wilson 76BC19C357B7485...

Name: Gregory Garrett Wilson

Title:

Date: 6/3/2025

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT B

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

SEQUOR LAW

January 23, 2026

Via US Mail and Email

Goliath Ventures, Inc.
Attn: Christopher Delgado
189 S Orange Ave, Ste 1800
Orlando, FL 32801-3261
agreement@goliathventuresinc.com

Re: Gregory Garrett Wilson

Dear Christopher:

We represent Gregory Garrett Wilson ("Client"). Reference is made to that certain Joint Venture Agreement between Goliath Ventures, Inc. ("Goliath") and Client, dated June 3, 2025.

Pursuant to Section 8 of the Agreement, Client made demand to withdraw $3 million of Client's Contributions made under the Agreement on October 13, 2025. Goliath's Chief Operating Officer, Nick Petrillo, confirmed the validity of this withdraw request on the same date. Thus, Goliath was obligated under the terms of the Agreement to remit this amount to Client no later than October 22, 2025. Yet, to date, Goliath has failed to remit any of Client's Contributions to Client, in violation of the Agreement.

Subsequently, on December 24, 2025, Client made demand to withdraw all remaining Contributions, including reiterating Client's demand to withdraw the $3 million. Goliath's Chief Operating Officer, Nick Petrillo, confirmed the validity of this withdraw request on the same date. Thus, Goliath was obligated under the terms of the Agreement to remit this amount to Client no later than January 6, 2026. Yet, to date, Goliath has failed to remit any of Client's Contributions to Client, in violation of the Agreement.

By this letter, Client reiterates its demands for withdraw of all remaining Contributions.

Additionally, pursuant to Section 7 of the Agreement, since Goliath failed to return all Contributions to Client, Goliath is required to remit all Profits to Client on the withheld Contributions ("8.5 and 50/100's (8.5%) on Contributions and current balances"), with interest.

NOT AN OFFICIAL DOCUMENT - PUBLIC ACCESS - NOT AN OFFICIAL COPY

The total amount Goliath owes to Client for all unremitted Contributions and Profits is $8,058,768.34 as of January 22, 2026, as reflected in the chart, below:

Month	Interest	Accrued Interest	Balance
			$5,815,000.00
October 2026	$494,275.00	$494,275.00	$6,309,275.00
November 2026	$536,288.38	$1,030,563.38	$6,845,563.38
December 2026	$581,872.89	$1,612,436.26	$7,427,436.26
January 2026	$631,332.08	$2,243,768.34	$8,058,768.34

Also, this letter shall also serve as Client's formal demand for mediation in Broward County, Florida, to resolve these issues if Goliath refuses to remit the $8,058,768.34 to Client.

We look forward to discussing this matter with you further. If you have any questions, please do not hesitate to contact our office.

Respectfully,

Daniel M. Coyle, Esq.
dcoyle@sequorlaw.com
Counsel for Client

Copy to:
Gregory Garrett Wilson
via email garrettwilson1102@gmail.com
Eric Clayman, Esq.
via email eric@claymanlawfirm.com
Oliver M. Birman, Esq.
via email obirman@pbyalaw.com
David M. Robbins, Esq.
via email drobbins@pbyalaw.com

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT 3

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

IN THE CIRCUIT COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

JOHN D. EULIANO, as Trustee of the JOHN D. EULIANO REVOCABLE TRUST UTD 5-27-14, and BREVARD NURSING ACADEMY, LLC d/b/a COASTAL TECHNICAL INSTITUTE, a Florida limited liability company,

Plaintiffs,

v.

GOLIATH VENTURES, INC., a Wyoming corporation,

Defendant.
_____/

CASE NO.:

COMPLAINT

Plaintiffs, John D. Euliano, as Trustee of the John D. Euliano Revocable Trust UTD 5-27-14 (the "Trust"), and Brevard Nursing Academy, LLC d/b/a Coastal Technical Institute ("BNA," and together with the Trust, "Plaintiffs"), by and through undersigned counsel, sue Defendant, Goliath Ventures, Inc. ("Goliath" or "Defendant"), and allege:

NATURE OF THE ACTION

1. This is an action for damages exceeding $50,000.00, exclusive of interest, attorneys' fees, and costs, arising from Defendant's breaches of two written joint venture agreements and related exit agreements.

2. This dispute arises out of an arrangement involving cryptocurrency liquidity pools. In decentralized finance, a "liquidity pool" generally refers to a pool of deposited digital assets (often two assets paired together) that is used by an exchange or protocol to facilitate trading.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Rather than relying on a traditional order book, trades are executed against the pool, and the pool's participants can earn fees generated by those trades.

3. Here, the Trust and BNA each provided substantial funds with Goliath for the stated purpose of deploying those funds into cryptocurrency liquidity pool ventures, and each agreement provides for the return of principal and the payment of profit distributions as set forth in the applicable agreement.

4. Between September and October of 2025, due apparently to the mismanagement of Goliath by its operator, Christopher Delgado, Goliath stopped paying profit distributions to Plaintiffs and other participants in the Goliath liquidity pool. Plaintiffs, upon realizing the extent of Goliath's misconduct, submitted exit paperwork terminating their respective joint ventures, and Goliath issued written Exit Agreements confirming the "current account balance" to be remitted to each Plaintiff and promising disbursement within seven to ten business days after processing.

5. Despite demand, Goliath has failed to remit Plaintiffs' funds and has failed to pay all accrued amounts owed.

PARTIES, JURISDICTION, AND VENUE

6. Plaintiff John D. Euliano is the Trustee of the John D. Euliano Revocable Trust UTD 5-27-14, a trust created and existing under the laws of the State of Florida. Plaintiff John D. Euliano is *sui juris*.

7. Plaintiff Brevard Nursing Academy, LLC d/b/a Coastal Technical Institute is a limited liability company organized and existing under the laws of the State of Florida.

8. Defendant Goliath Ventures, Inc. is a Wyoming corporation. Goliath transacts business in Florida and maintained and/or used Florida contact information and banking arrangements in connection with the Parties' contracts and performance, including identifying its

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

notices address as 189 S Orange Ave, STE 1800, Orlando, Florida 32801-3261 and providing Florida-based account information for funding.

9. Personal jurisdiction is proper because Defendant engaged in business activities in Florida, entered contracts governed by Florida law, and committed breaches causing injury in Florida.

10. Venue is proper in Broward County because the parties' dispute-resolution and venue provisions designate Broward County, Florida, and because material acts and omissions giving rise to the claims occurred in Florida.

11. All conditions precedent to bringing this action have been performed, satisfied, excused, or waived, including any applicable notice and pre-suit dispute-resolution requirements.

12. Plaintiff has retained the undersigned counsel and is obligated to pay reasonable attorneys' fees and costs.

GENERAL ALLEGATIONS

A. The Trust Joint Venture Agreement

13. The Trust and Goliath entered into a written Joint Venture Agreement (the "Trust JVA") for the purpose of collaborating on a project in the cryptocurrency arena.

14. A true and correct copy of the Trust JVA is attached hereto as **Exhibit A**.

15. Under the Trust JVA, the Parties contemplated making "Contributions into liquidity pools" on one or more exchanges, including pairing cryptocurrencies to create liquidity and earning exchange fees. Trust JVA §§ 3.1–3.3.

16. The Trust JVA defines "Contribution(s)" as the USD value of any contribution of USD or cryptocurrency made by Goliath and/or the Partner under the agreement. Trust JVA § 1.1

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

17. Under the Trust JVA, profits generated from a venture were to be distributed to the participants on a monthly basis, first to the Partner at "Five (5%) on Contributions and current balances," characterized as a "grand-fathered" rate. Trust JVA §§ 7.1–7.1.1.1.

18. Most importantly, Goliath expressly guaranteed return of the Trust's principal: "Goliath hereby guarantees the return of [the] principal amount of capital deposited by the Partner," and the principal "shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture," with the guarantee remaining "absolute and binding" until the principal is paid in full. Trust JVA § 3.6.

19. The Trust JVA provides a withdrawal process by which a party may withdraw all or a portion of its Contributions by email notice, and Goliath agreed to process withdrawals within a reasonable time and use reasonable efforts to return the requested withdrawal amount within 5 to 7 business days. Trust JVA § 8.1.

20. The Trust performed its obligations under the Trust JVA, including making Contributions as contemplated by the agreement. Trust JVA §§ 3.1, 6.1, 6.4.

21. On January 20, 2026, the Trust executed Goliath's Exit Agreement terminating the joint venture at the Trust's request.

22. A true and correct copy of the Trust Exit Agreement is attached hereto as **Exhibit %**

23. The Exit Agreement states that the "current account balance which will be remitted" to the Trust is $656,231.38, and that once executed and processed, funds would be disbursed within seven to ten business days. Importantly, this sum does not include roughly $550,000 in previous withdrawal requests that have not been honored by Goliath.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

24. Despite the Trust's termination/withdrawal request and the executed Trust Exit Agreement, Goliath has failed and refused to remit the Trust's funds, including the principal/account balance described above, and has failed to pay all amounts owed through termination (including monthly distributions required by the Trust JVA). Trust JVA §§ 3.6, 7.1–7.1.1.1, 8.1.

B. The BNA Joint Venture Agreement

25. BNA and Goliath entered into a written Joint Venture Agreement dated March 4, 2025 (the "BNA JVA").

26. A true and correct copy of the BNA JVA is attached hereto as **Exhibit C.**

27. The BNA JVA provides that, from any profits made, the Partner is entitled to "guaranteed monthly profits" generated by its Contributions, including (for Ethereum, Bitcoin, and USDC) a 5% monthly distribution rate from the Partner's liquidity account value. BNA JVA §§ 6.1.1–6.1.1.1.

28. The BNA JVA further provides that Goliath guarantees the principal amount held, and that in the event of "impermeant loss," Goliath is responsible for the initial principal and "all principal payments will be sent back to partners in a timely manner." BNA JVA § 6.3.

29. The BNA JVA provides that monthly profits may be paid out or compounded, and that if compounding is selected, monthly profits are added to the Partner's account. BNA JVA § 6.4.

30. The BNA JVA provides a withdrawal process requiring the Partner to request withdrawals by email, including by sending a request to help@goliathventuresinc.com, and states that Goliath will process withdrawals within a reasonable time and "aim" to return the Partner's cryptocurrency amount within a 24 to 72-hour period. BNA JVA §§ 7.1–7.2, 7.6.

NOT AN OFFICIAL COPY PUBLIC ACCESS - NOT AN OFFICIAL COPY

31. BNA performed its obligations under the BNA JVA, including making Contributions and complying with the agreement's requirements.

32. On January 21, 2026, BNA executed Goliath's Exit Agreement terminating the joint venture at BNA's request.

33. A true and correct copy of the BNA Exit Agreement is attached hereto as **Exhibit D**.

34. The Exit Agreement states that the "current account balance which will be remitted" to BNA is $235,202.50, and that once executed and processed, funds would be disbursed within seven to ten business days.

35. Despite BNA's termination/withdrawal request and the executed BNA Exit Agreement, Goliath has failed and refused to remit BNA's funds, including the principal/account balance described above, and has failed to pay all accrued amounts owed through termination (including guaranteed monthly profits required by the BNA JVA). BNA JVA §§ 6.1.1–6.1.1.1, 6.3–6.4, 7.1–7.2.

C. Plaintiffs' Demand and Goliath's Failure to Respond/Perform

36. On February 5, 2026, Plaintiffs served a written Notice of Claim/Written Invitation to Negotiate on Goliath and its counsel demanding immediate remittance of Plaintiffs' principal/account balances and accrued amounts owed, and initiating the negotiation process required by both agreements. Trust JVA § 25.1; BNA JVA §§ 28.1–28.2.

37. Goliath has failed and refused to timely respond and perform and has failed to return Plaintiffs' funds and pay all amounts owed.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

COUNT I — BREACH OF CONTRACT (TRUST JVA)

38. Plaintiffs reallege paragraphs 1–37 as if fully set forth herein.

39. The Trust JVA constitutes valid and enforceable contracts between the Trust and Goliath governing, among other things, liquidity pool contributions, the return of principal, profit distributions, and withdrawal/return obligations.

40. The Trust performed its obligations under the Trust JVA.

41. Goliath materially breached the Trust JVA by failing and refusing to return the Trust's principal/account balance as guaranteed and promised, including failing to "fully reimburse" the principal "without diminution or impairment" and failing to remit the Trust's "current account balance" confirmed in the Trust Exit Agreement. Trust JVA § 3.6.

42. Goliath also breached the Trust JVA by failing to honor the withdrawal/return obligations after the Trust's withdrawal/termination request, including the requirement that Goliath use reasonable efforts to return the requested withdrawal amount within 5 to 7 business days. Trust JVA § 8.1.

43. Goliath further breached the Trust JVA by failing to pay amounts owed through termination, including monthly profit distributions required to be distributed first to the Partner at the 5% rate on Contributions and current balances. Trust JVA §§ 7.1–7.1.1.1; § 15.3.

44. As a direct and proximate result of Goliath's breaches, the Trust has suffered damages in an amount to be proven at trial, including at least $1,284,074**,** plus prejudgment interest.

45. The Trust is entitled to recover its reasonable attorneys' fees and costs as the prevailing party under the Trust JVA. Trust JVA § 26.1.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

WHEREFORE, Plaintiffs request that the Court enter judgment in favor of the Trust and against Defendant for damages, prejudgment interest, post-judgment interest, attorneys' fees and costs, and such other relief as the Court deems just and proper.

COUNT II — BREACH OF CONTRACT (%NA JVA)

46. Plaintiffs reallege paragraphs 1–37 as if fully set forth herein.

47. The BNA JVA (and related BNA Exit Agreement) constitute valid and enforceable contracts between BNA and Goliath governing, among other things, profit distributions, the return of principal, and withdrawal/return obligations.

48. BNA performed its obligations under the BNA JVA.

49. Goliath materially breached the BNA JVA and BNA Exit Agreement by failing and refusing to return BNA's principal/account balance, including failing to return principal "in a timely manner" and failing to remit the "current account balance" confirmed in the BNA Exit Agreement. BNA JVA § 6.3.

50. Goliath also breached the BNA JVA by failing to honor the withdrawal/return obligations after BNA's withdrawal/termination request, including failing to process withdrawals within a reasonable time and failing to aim to return the relevant cryptocurrency amount within 24 to 72 hours. BNA JVA § 7.2.

51. Goliath further breached the BNA JVA by failing to pay guaranteed monthly profits owed through termination, including the 5% monthly distribution rate from the liquidity account value. BNA JVA §§ 6.1.1–6.1.1.1; § 6.4.

52. As a direct and proximate result of Goliath's breaches, BNA has suffered damages in an amount to be proven at trial, including at least $241,500**,** plus prejudgment interest.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

WHEREFORE, Plaintiffs request that the Court enter judgment in favor of BNA and against Defendant for damages, prejudgment interest, post-judgment interest, attorneys' fees and costs, and such other relief as the Court deems just and proper.

Respectfully submitted this 10th day of February 2026, by:

SHAW LEWENZ
110 SE 6th Street, Suite 2900
Fort Lauderdale, FL 33301
Telephone: (954) 361-3633
Facsimile: (954) 989-7781
Primary:jshaw@shawlewenz.com;
gmorales@shawlewenz.com;
lalvarez@shawlewenz.com
Secondary: avazquez@shawlewenz.com;
lgrealy@shawlewenz.com

By: */s/ Jordan A. Shaw*
JORDAN A. SHAW, ESQ.
Florida Bar No.: 111771
GABRIEL E. MORALES, ESQ.
Florida Bar No. 1038778

CERTIFICATE OF SERVICE

I hereby certify that a copy of the forgoing was served through the Florida Courts E-filing portal to all counsel of record.

By: */s/ Jordan A. Shaw*
Jordan A. Shaw, Esq

NOT AN OFFICIAL COPY - PUBLIC RECORDS - NOT AN OFFICIAL COPY

EXHIBIT A

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT is by and between Goliath Ventures Inc. ("**Goliath**") and John D Euliano Revocable Trust UTD 5-27-14 ("**Partner**"). Goliath and Partner are also referred to herein, individually, as a "**Party**" and collectively, the "**Parties**". The effective date of this Agreement (the "**Effective Date**") shall be the date when the last one of the Parties has executed this Agreement.

BACKGROUND:

A. The Parties desire to enter into a joint venture for the purpose of collaborating on a project in the cryptocurrency arena (the "**Joint Venture**"), as more particularly described herein.

B. This Agreement sets out the terms and conditions which shall govern the Parties' Joint Venture and their respective rights and obligations.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

1.1. The following terms used in this Agreement shall have the meanings specified below or in the Section in which they first appear:

"***Account***" means the account(s) created by the Partner and with Goliath to Contribute to the Venture(s).

"Affiliate" means any subsidiary, associated or affiliated company, corporation, limited liability company, or partnership of Goliath and any entity, present or future, directly or indirectly controlling, controlled by, or under common control with Goliath.

"Agreement" means this Joint Venture Agreement, as amended from time.

"Bitcoin" means the decentralized digital cryptocurrency on the Bitcoin network which uses public-key cryptography in recording transactions.

"Business Day" means any day other than Saturday and Sunday.

"Contribution(s)" means the USD value of any contribution of either USD or cryptocurrency made by Goliath and/or the Partner under this Agreement.

"Ethereum" means the decentralized digital cryptocurrency which is native to the Ethereum blockchain-based platform with smart contract functionality.

"Goliath" means Goliath Ventures Inc. and its Affiliates.

"Representative(s)" means, in relation to a Party, its employees, officers, directors, contractors, delegates, representatives, and advisors.

"Uniswap" refers to Uniswap, a company that provides a cryptocurrency exchange.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

"USD" means United States dollars.

"USDC" means United States dollar coin, a digital stablecoin pegged to the United States dollar.

2. TERM.

2.1. The "**Term**" of this Agreement shall commence on the Effective Date and shall continue for a period one (1) year, unless earlier terminated in accordance with Section 15 of this Agreement. This Agreement shall automatically renew for successive one (1) year periods unless either Party provides written notice to the other Party of its intention not to renew at least thirty (30) days prior to the expiration of the then-current term.

3. JOINT VENTURE.

3.1. The Parties agree to enter a Joint Venture for the purpose of carrying out the particular project by making Contributions into liquidity pools which shall run on one or more exchanges (such as Uniswap) and shall involve the pairing of a combination of cryptocurrencies to exchanges wherein, in lieu of interest, an exchange pays exchange fees for the use of the pairing to create liquidity. Each liquidity pool that the Parties collectively decide to contribute to shall be considered a "**Venture**".

3.2. With respect to the operation of the Joint Venture, each Party shall have such power and authority as is specifically set forth in this Agreement or as may be otherwise agreed to in writing. Except as specifically set forth in this Agreement, neither Party shall have any authority to act for, or to assume any obligations or responsibilities on behalf of, the other Party. Nothing contained in this Agreement shall constitute the Parties being partners for any other purpose or render them liable to contribute more than the amounts set forth herein or entitle them to any participation in profits of the Joint Venture other than as specified herein.

3.3. The Parties shall mutually decide on which Ventures to engage in, as described in Section 4 below. The Parties shall use reasonable efforts to cooperate in each Venture in accordance with the terms and conditions of this Agreement.

3.4. The Parties acknowledge and agree that this Agreement, and the Joint Venture and activities contemplated hereunder, are not an investment product, investment offering, investment advice, or a security in any way whatsoever.

3.5. The Partner acknowledges and agrees that the tax treatment of the Partner's Contributions to the Joint Venture and any profits a Partner receives from the Joint Venture is uncertain and there may be adverse tax consequences in connection therewith, and that the Partner is solely responsible for properly reporting any profits or losses to the applicable taxing authorities. The Partner agrees to seek its own independent legal and tax advice with respect to its participation in the Joint Venture.

3.6. Goliath hereby guarantees the return of principal amount of capital deposited by the Partner in connection with this Joint Venture. This guarantee ensures that the principal amount shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture. This guarantee is applicable to all New External deposits from the Partner, not monies that are "rolled up" and will be paid in

NOT AN OFFICIAL COPY - FOR PROCESS ONLY - NOT AN OFFICIAL COPY

USDC unless otherwise specified by the Partner. This guarantee is absolute and binding and shall remain in full force and effect until the Principal Amount is paid in full to the Partner.

4. PARTNER ACCOUNT.

4.1. For every specific Contribution which is made by the Partner, subject to the required minimums, an Account will be created for the Partner. Such Account(s) will be reflected on monthly reports provided to Partner.

4.2. To register for an Account, the Partner must provide certain information about themselves as prompted by the Account registration form and process.

4.3. Goliath reserves the right to reject any registration request in its sole and absolute discretion, with or without providing a reason for such rejection.

4.4. The Partner represents and warrants that:

4.4.1. they are at least 18 years old (for individuals);

4.4.2. that all Contributions made in connection with this Agreement are completely legitimate and are not, whether directly or indirectly, the proceeds of any criminal or other illegitimate activities;

4.4.3. they understand that this is not an investment product or offering and that it is a genuine Joint Venture between the Parties;

4.4.4. they have not relied on information or advice from any other party, including Goliath, to enter into this Joint Venture and that the Partner is entering into this Joint Venture solely based on its own analyses and decisions; and

4.4.5. all required registration information submitted (or that will be submitted in the future) is truthful and accurate, and that they will maintain the accuracy of such information.

4.5. The Partner is responsible for keeping their Account details accurate and up to date. In the event of any change(s), the Partner shall notify Goliath in writing via email. Once the request has been received by Goliath, Goliath may, in its sole and absolute discretion, request additional information from Partner regarding the Account.

4.6. The Partner is responsible for maintaining the confidentiality of their Account information, and the Partner is fully responsible for all activities that occur under its Account. The Partner agrees to immediately notify Goliath of any unauthorized use, or suspected unauthorized use, of the Partner's Account or email or any other breach of security. Goliath will not be liable for any loss or damage arising from the Partner's failure to comply with the above requirements.

4.7. The Partner is not permitted to transfer their rights in or ownership of their Account(s) to any third party.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

5. MANAGEMENT AND DECISION MAKING.

5.1. For each Venture, the Parties will work together to decide which liquidity pools to engage in using their Contributions. Such pools shall include, but are not limited to, Bitcoin, Ethereum, and USDC.

5.2. The Parties understand and agree that any decisions relating to the Ventures and to the Contributions to be made under this Agreement shall be made by the Parties collectively. As such, each Party is making its own decision(s) and neither Party is providing any form of financial or investment advice to the other.

5.3. Goliath reserves the right to change or amend the methods of operation for the Venture(s) at its sole discretion, where, for example, Goliath has assessed the market conditions and decided that a different approach is more suitable for the Venture(s), and the Partner hereby authorizes Goliath to make such decisions on behalf of Partner.

5.4. Each Party shall be responsible for its own costs and expenses incurred in connection with each Venture and this Agreement and in performing its obligations in connection therewith. Neither Party shall be entitled to charge the other Party for such costs and expenses.

6. CONTRIBUTIONS.

6.1. For each Venture that the Partner participates in, the Partner shall contribute not less than $100,000 USD (the "**Minimum Contribution**") to the Venture. The Partner shall not be permitted to pool funds from third parties in order to meet the Minimum Contribution. The Minimum Contribution amount may be changed at any time by Goliath in its sole and absolute discretion.

6.2. The Parties agree that no Contributions shall be traded in U.S. regulated securities.

6.3. Goliath will only use its own funds and will not collect, pool together, or use funds of the Partner for other crypto initiatives and/or special projects not connected with the Venture(s).

6.4. The Partner shall send its Contribution(s) to the applicable and correct wallet address(es) as set forth below, or opt in to wire funds, or mail directly to:

BANK NAME: JP MORGAN CHASE
ACCOUNT NUMBER: 68568xxxx (**Redacted. To be provided after onboarding is completed.**)
ROUTING NUMBER: [redacted]
ADDRESS: 189 S Orange Ave STE 1800, Orlando, FL 32801
Swift Code: CHASUS33

Deposit wallets will be provided when the contract is completed.

If the Partner sends an amount less than the Minimum Contribution, the check or wire transfer will be returned to the Partner, and expenses or fees incurred by Goliath in connection with the same shall be charged back to the Partner.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

6.5. Neither Party shall be deemed to be managing the other Party's Contributions in any way whatsoever. Furthermore, the Contribution(s) from each Party shall be, at all times, considered under the ownership of that Party.

6.6. Goliath reserves the right to change the payment options and methods herein from time to time in its sole and absolute discretion, and the Partner will be notified of any such change.

7. DISTRIBUTION OF PROFITS.

7.1. Any profits that are generated from a Venture shall be distributed on a monthly basis as follows:

7.1.1. First, to the Partner as follows:

7.1.1.1. Five (5%) on Contributions and current balances. This is considered as a "grand-fathered" rate. If the Partner terminates this agreement and wishes to become a Partner again, they will be given the new Joint Venture agreement and applicable rates.

7.1.2. Next, Goliath shall be entitled to any remaining profits from a Venture.

7.2. The Partner shall have the option to have its monthly profits paid out to them on either a monthly or quarterly basis, as set forth in the table below.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

	Address Info:	Payout Option
Partner's Address	Partner Name (check payable to): John Euliano 1152 Queen Anne Court Address Winter Springs / Fl / 32708 City / State / Zip If not applicable - note N/A	Monthly Payout x Monthly Rollover

PARTNER WIRE INFO:

BANK NAME: JP Morgan / Chase

ACCOUNT NUMBER: [redacted]

ROUTING NUMBER/SWIFT: [redacted]

BANK ADDRESS: 5601 Red Bug Lake Road, Winter Springs, Fl 32708

PARTNER WALLET INFO

Wallet	Wallet Details
The Partner's **BTC** Wallet Address	Wallet: Wallet Network: BTC If not applicable - note N/A
The Partner's **Ethereum** Wallet Address	Wallet: Wallet Network: ERC20 If not applicable - note N/A
The Partner's **USDC**	Wallet: Wallet Network: ERC20 If not applicable - note N/A

7.3. The Partner shall ensure that the above information provided by the Partner is correct in all respects, as Goliath will not be liable or responsible in any way for any loss or damage as a result of incorrect information provided in the above table or by the Partner.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

8. WITHDRAWALS.

8.1. In the event a Party wants to withdraw all, or a portion of its Contributions made under this Agreement (each, a "**Withdrawal**"), the withdrawing Party shall send an email to the other Party to notify them of such Withdrawal. To withdraw all or a portion of the balance in the Partner's Account, the Partner shall send a request to Goliath. Goliath will, within a reasonable time from receipt of the Withdrawal notification, process the Withdrawal(s) and will use reasonable efforts to return the Partner's requested Withdrawal amount within 5 to 7 Business Days. Goliath shall send all Withdrawals requested by the Partner by wire to the Partner's address set forth in Section 7.2 above.

8.2. The Partner shall not request a Withdrawal amount which causes less than the Minimum Contribution amount to remain in the Account.

8.3. Goliath reserves the right to delay the Withdrawal process in this Section for up to 90 days in the event that Goliath suspects:

8.3.1. any suspicious or malicious activities;

8.3.2. system hacks and/exchange delays; or

8.3.3. other events which Goliath believes warrants further investigation.

9. CONFIDENTIALITY AND NONDISCLOSURE.

9.1. While participating in the Joint Venture under this Agreement, the Partner may have access to confidential or proprietary information regarding Goliath and its related business entities (the "**Confidential Information**"). The Partner acknowledges the proprietary and sensitive nature of the Confidential Information and the importance of maintaining the secrecy and confidentiality of such Confidential Information. The Confidential Information includes, but is not limited to, proprietary and confidential matters concerning certain know-how, data and/or other matters related to Goliath's current and proposed operations, as well as Goliath's clients, customers, vendors, security and financial information, technical data, drawings, designs, software, tapes, inventions, developments, processes, technology information, marketing strategies, targeting methods, business objectives and any information relating to the pricing, and research development or related information to which the Partner has gained access in connection with this Agreement. The Partner and its employees and supplier's agents and subcontractors and their employees, shall not, without the prior written consent of Goliath, disclose any Confidential Information to any third party, either orally or in writing, unless such disclosure is (i) required for its performance under this Agreement or (ii) required by law or legal or regulatory process. Unless otherwise required by law, the Partner shall not release or disclose any information concerning the terms and conditions of this Agreement to any third party unless prior written consent is obtained from Goliath.

9.2. The Partner: (i) shall not, without Goliath's prior written consent, disclose the Confidential Information in any manner except as expressly authorized by this Agreement, (ii) shall treat Confidential Information with at least the same degree of care that it treats its own confidential information, but in no event with less than a reasonable degree of care and (iii) shall use its best efforts to prevent disclosure of Confidential Information to

NOT AN OFFICIAL DOCUMENT - PUBLIC ACCESS - NOT AN OFFICIAL COPY

unauthorized parties. The Partner shall notify Goliath immediately of any loss or unauthorized disclosure or use of Confidential Information that comes to its attention.

9.3. The Partner shall only use the Confidential Information for the purpose of performing the Services under this Agreement and will restrict disclosure of the Confidential Information solely to those of its employees, agents and subcontractors with a need to know such Confidential Information for the purpose of performing such Services. The Partner will ensure that any such person permitted access to any portion of the Confidential Information is advised of its confidential nature and that it may be used only for the purposes enumerated hereunder.

9.4. The parties agree that any unauthorized use or disclosure of Confidential Information by the Partner may cause immediate and irreparable harm to Goliath for which money damages may not constitute an adequate remedy. In such event, the parties agree that Goliath may seek injunctive relief as appropriate.

9.5. If the Partner is directed by court order, subpoena or other legal or regulatory agency's request or similar process to disclose any of the Confidential Information, the Partner shall notify Goliath in writing, with a copy of such document attached, in sufficient detail immediately upon receipt of such court order, subpoena, legal or regulatory agency's request or similar process, in order to permit application by Goliath for an appropriate protective order.

9.6. All Confidential Information made available hereunder, including copies thereof, shall be returned to Goliath upon the first to occur of (i) termination of this Agreement or (ii) request by Goliath. Copies of any Confidential Information shall not be retained in any form by the Partner without the prior written consent of Goliath.

10. INTELLECTUAL PROPERTY.

10.1. The Partner acknowledges and agrees that Partner does not have any right to use Goliath's name or logo or any of Goliath's other property or intellectual property rights without the prior written consent of Goliath.

10.2. All information, data, reports, studies, object modules, executables, source code, flow charts, diagrams and other tangible or intangible material (collectively, "**Materials**") of any nature whatsoever produced by, for, or as a result of, the Joint Venture, and all copies of the foregoing, shall be the sole and exclusive property of Goliath, and such Materials shall be deemed "works made for hire," of which Goliath shall be deemed the author. The Partner shall make use of the Materials only as expressly permitted under this Agreement. To the extent that any Materials are not deemed to be "works made for hire," the Partner hereby irrevocably grants, assigns, transfers and sets over to Goliath all right, title and interest of any kind, nature or description in and to the Materials, including copyrights and any other intellectual property rights therein.

11. PUBLIC ANNOUNCEMENTS.

11.1. Neither party shall make, nor permit any person to make, any public announcement or communication, whether verbal or in writing, concerning the existence, subject matter, or terms of this Agreement, the transactions contemplated hereby, or the relationship between the Parties, without the prior written consent of the other Party.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

12. REPRESENTATIONS AND WARRANTIES OF PARTNER.

12.1. The Partner represents and warrants to Goliath that:

12.1.1. the Partner has full power and authority to execute this Agreement and to fulfill its obligations hereunder;

12.1.2. all information, data and materials Partner provides under this Agreement are accurate and complete in all material respects as of the date provided, and

12.1.3 there are no claims, judgments, liens, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas or investigations of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity, pending or, to the Partner's knowledge, threatened against that Partner or any of its assets.

13. DISCLAIMER.

13.1 Partner expressly acknowledges that Goliath makes no representations, warranties or guarantees of any kind, express or implied, as to the success of any Venture and a Partner's right to receive any profits from any Venture.

14. INDEMNITY AND LIMITATION OF LIABILITY.

14.1. Partner hereby indemnifies, defends and holds Goliath harmless from and against any and all liabilities, penalties, damages, costs, judgments, settlements, attorneys' fees and disbursements, or other expenses of any nature whatsoever paid or incurred in connection with claims arising from Partner's (a) breach of any representation or warranty herein, or (b) breach of any terms of this Agreement.

14.2. Goliath will not be liable for damages that the Partner could have avoided by following Goliath's instructions or for damages caused by the Partner's failure to correctly follow any instructions in this Agreement.

14.3. Neither Party will be liable to the other Party for any losses or damages, whether in contract or tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

14.6.1. loss of profits, sales, business, or revenue.

14.6.2. business interruption.

14.6.3. loss of anticipated savings.

14.6.4. loss of business opportunity, goodwill, or reputation; or

14.6.5. any indirect, special, punitive, or consequential damages.

15. TERMINATION.

15.1. Either Party shall have the right to terminate this Agreement for its convenience, with or without cause, at any time during the Term upon thirty (30) days' prior written notice to the

NOT AN OFFICIAL COPY - PACER ACCESS - NOT AN OFFICIAL COPY

Other Party. Goliath may close the Partner's Account(s) and return the Partner's current amount of funds in the Partner's Account to the Partner at any time for any reason in Goliath's sole and absolute discretion in accordance with this Section 15. The Partner acknowledges and agrees that any termination of their Account may involve deletion of user content associated with such Account. Goliath will have no liability whatsoever to the Partner for any termination of this Agreement, including the termination of the Partner's Account except for Goliath's agreement to return the Partner's current amount of funds in the Partner's Account to the Partner.

15.2. Goliath shall have the right to immediately terminate this Agreement upon any of the following events:

15.2.1. gross negligence, willful misconduct, or fraud of the Partner.

15.2.2. the Partner files a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent;

15.2.3. the Partner makes an assignment for the benefit of creditors or takes other similar action for the protection or benefit of creditors;

15.2.4. the Partner breaches any material term of this Agreement, and such breach is incurable by Partner or, if such breach is curable, Partner fails to cure the breach within 10 days after notification by Goliath in writing to do so; or

15.2.5. if any representation or warranty of the Partner in Section 12 of this Agreement is found to be untrue or misleading.

15.3. The Partner shall have the right to terminate this Agreement upon written notice (which includes email) to Goliath. If the Partner terminates this Agreement (or any Account) in the middle of a week, any profit owed derived from that week will not be paid to the Partner.

16. EFFECTS OF TERMINATION.

16.1. The Partner acknowledges and agrees that once the Partner's Account(s) has been terminated, or once a termination notice has been received by either Party, the Partner shall no longer have the right to receive any profits or rewards after such date of termination.

16.2. All Sections of this Agreement which, either expressly or by their nature, are intended to survive the termination of this Agreement shall remain in full force and effect after such termination.

16.3. If the Partner whose Account(s) has been terminated wants to reapply for another Account, Goliath will have sole discretion in deciding whether or not to accept any such application.

16.5. Each Party shall remain responsible for its obligations with respect to actions and events prior to the termination of this Agreement.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

17. FORCE MAJEURE.

17.1. Goliath shall not be liable for any failure or delay in performing its material obligations where such failure or delay results from any cause that is beyond Goliath's reasonable control, including, but not limited to civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, or any other event that is beyond the reasonable control of Goliath.

18. ASSIGNMENT AND OTHER DEALINGS.

18.1. Goliath, in its sole discretion, may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all of its rights and obligations under this Agreement without the consent of the Partner.

18.2. The Partner shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all its rights and obligations under this Agreement without the prior written consent of Goliath.

19. NOTICES.

19.1. A notice given to a Party under or in connection with this Agreement shall be in writing and sent to the Party at the address or email address set forth in this Agreement. Any notification sent by email will be deemed received on the date of transmission.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

19.2. The Partner's information for all notices is as follows:

Legal name (of entity or person): John Euliano

Mailing Address: 1152 Queen Anne Court, Winter Springs, Florida 32708

Phone: [redacted]

Email: jeuliano@gkbinvestments.com

19.3. Goliath's information for all notices is as follows:

Legal name (of entity or person): Goliath Ventures, Inc.

Mailing Address: 189 S Orange Ave, STE 1800 Orlando, FL 32801-3261

Phone: (407) 793-4979

Email: agreement@goliathventuresinc.com

20. SEVERABILITY.

20.1. If any part or provision of this Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the Parties shall negotiate in good faith toward a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. NO PARTNERSHIP OR AGENCY.

21.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between the Parties, make any Party the agent of the other Party, or authorize one Party to make or enter into any commitments for or on behalf of the other Party, except as expressly provided in this Agreement.

21.2. Each Party agrees it is acting on its own behalf and not for the benefit of any other person.

22. WAIVER.

22.1. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

NOT AN OFFICIAL COPY PUBLIC ACCESS - NOT AN OFFICIAL COPY

23. COUNTERPARTS.

23.1. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

23.2. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. ENTIRE AGREEMENT.

24.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to the subject matter herein.

25. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION.

25.1. Any and all matters of dispute between the Parties to this Agreement and all questions relating to its validity, interpretation, remediation and enforcement, whether arising from the Agreement itself or from alleged extra-contractual dealings, interactions, or facts prior to or subsequent to the formation of the Agreement, shall be governed by, and the rights and responsibilities of the parties construed and enforced in accordance with, the laws of Florida, regardless of the legal theory upon which such matter is asserted and without regard to its conflict of laws principles. Any controversy or claim arising out of, related to, or in connection with this Agreement (a "**Claim**") which cannot be resolved by negotiation between the parties within thirty (30) days of either party giving notice to the other party of such Claim shall be submitted to mediation before a mutually agreeable mediator in Broward County, Florida. In the event mediation is unsuccessful, the Claim shall be settled, at the request of either party, by binding arbitration before the American Arbitration Association using the AAA's Commercial Arbitration Rules as in effect at the time the arbitration is commenced by written demand via notice to either party to this Agreement. The venue shall be in Broward County, Florida, and the arbitration shall be held before a single, neutral arbitrator who has experience in the financial services industry. The arbitrator shall decide the full scope and arbitrability of all claims, issues, and defenses to be heard and decided in the arbitration. The arbitrator shall provide a reasoned award and the parties shall each pay half of the costs and fees of the arbitration. The parties hereby consent to the subject matter and personal jurisdiction of the Federal and state courts in Broward County, Florida, U.S.A. for purposes of enforcement of any arbitration award in this Agreement, and any right to a trial by jury in any enforcement or post-enforcement proceedings is hereby expressly waived.

NOT AN OFFICIAL COPY. THIS IS A COPY - NOT AN OFFICIAL COPY

26. ATTORNEYS' FEES.

26.1. The prevailing Party shall be entitled to recover reasonable attorney's fees and costs in conjunction with any successful action brought to enforce or interpret this Agreement.

27. SUCCESSORS.

27.1 This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein and cannot be changed except by written agreement signed by both Parties.

28. AMENDMENT.

28.1 No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

29. INSURANCE.

29.1 Goliath agrees and undertakes to obtain and maintain, at its sole cost and expense, all insurance coverage related to partner funds and the Joint Venture operation. Goliath maintains the right without review to modify and/or alter coverages at its sole discretion. Such insurance shall include, but not be limited to:

Cybersecurity & Data Breaches
Protection against unauthorized access, data theft, malware attacks, and privacy breaches. Includes regulatory fines, PCI compliance costs, and legal support.
Business Interruption & System Failure
Covers financial losses due to cyberattacks, system outages, or third-party service disruptions, ensuring continuity and operational stability.
Financial Fraud & Digital Crime
Safeguards against fraudulent fund transfers, invoice scams, telecom fraud, and theft from business accounts or crypto wallets.
Cyber Extortion & Ransomware
Coverage for ransomware attacks and cyber extortion threats, including expert response teams to mitigate damage.
Reputation & Crisis Management
Compensation for lost revenue and crisis expenses resulting from cyber incidents or adverse media events, helping to restore brand confidence.
Technology & Media Liability
Protection from legal claims related to technology services, software failures, or media misrepresentation.
Fidelity Bond
Protection from losses sustained by theft from an employee or by any third party while funds are under the care, custody and control of Goliath or any related third party.

29.2 Additional details regarding all insurance related coverages are available upon request by emailing: agreement@goliathventuresinc.com.

NOT AN OFFICIAL COPY PUBLIC ACCESS

[Signature page follows.]

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

This Agreement has been executed by the Parties through their duly authorized Representatives on the date(s) set forth below.

GOLIATH:

Goliath Ventures Inc.

By: Signed by: Chris Delgado 23188F3C98AB4EB...

Name: Chris Delgado

Title: CEO

Date: 5/17/2025

PARTNER:

John D Euliano Revocable Trust UTD 5-27-14

By: DocuSigned by: John Euliano 55B1F6C04FBC48E...

Name: John Euliano

Title: Manager

Date: 5/16/2025

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT B

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

GOLIATH VENTURES

EXIT AGREEMENT

The Joint Venture Agreement you have entered with Goliath Ventures Inc., which was entered into on September of 2023, is being terminated at your request. This request has been made by John Euliano as trustee of the John D. Euliano Revocable Trust dated May 27th, 2014 on January 20, 2026. The current account balance which will be remitted to you is $656,231.38

Funds will be disbursed into the account you have on file once this Exit Agreement is executed by you and processed by Goliath. Once processed, monies shall be disbursed to you within seven to ten business days. This excludes weekends and all Holidays that our financial institutions are subject to.

The Partner understands that full disbursement of funds subject to this Exit Agreement voids the current Agreement in place. This includes all prior ratifications or codicils to said Agreement. Should the Partner wish to engage with Goliath in the future, the Partner understands they are subjected to a new Agreement with Goliath that may not mirror the Agreement currently being terminated.



John Euliano as trustee of the John D. Euliano Revocable Trust dated May 27th, 2014

1/20/26

Date: 01/20/2026

NOT AN OFFICIAL COPY - PUBLIC RECORDS - NOT AN OFFICIAL COPY

EXHIBIT C

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

GOLIATH VENTURES

JOINT VENTURE AGREEMENT

This agreement is dated 03 / 04 / 2025 (the "**Agreement**")

BETWEEN:

(1) **GOLIATH VENTURES INC.** an international business company incorporated and registered in Orlando, Florida – United States of America. ("**Company**" and "**GVI**"); and

(2) Name / Company name: Brevard Nursing Academy, LLC dba Coastal Technical Instit

Nationality / Registered address: 1152 Queen Anne Court, Winter Springs, Florida 32708

Passport / I.D. no. / [redacted]

("**Partner**"),

(Each a "**Party**" and collectively the "**Parties**").

BACKGROUND:

(A) The Parties to this Agreement wish to enter a joint venture with the purpose of together executing a particular project as detailed herein.

(B) This Agreement sets out the terms and conditions which shall govern the Parties' joint venture and their respective rights and obligations.

(C) The Parties understand that this is a joint venture that requires the effort, vote and contribution of both parties.

IT IS AGREED as follows**:**

1. INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"**Account**"	refers to the account(s) which the Partner creates with GVI to Contribute to the Venture(s),
"**Bitcoin**" or "**BTC**"	is a decentralized digital cryptocurrency on the Bitcoin network which uses public-key cryptography in recording transactions;

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

"**Business Day**"	means any day of the week excluding Saturday and Sunday.
"**Confidential Information**"	means, in relation to the Company, all information which is disclosed to the Partner pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such) which may include, but is not limited to, the Company's data, documentation, processes, procedures, sensitive information, financial information and know-hows.
"**Contribution(s)**"	shall refer to the contributions made by **GVI** and/or the Partner under this Agreement. For clarity, this is the number of each cryptocurrency which they contribute to the Venture and not the USD value.
"**Ethereum**" or "**ETH**"	refers to the decentralized digital cryptocurrency which is native to the Ethereum blockchain-based platform with smart contract functionality.
"**Intellectual Property Right(s)**" or "**IPR(s)**"	refers to copyrights, trademarks and any other intellectual property right.
"**GVI**"	means GOLIATH VENTURES INC. The Company, and any member of its group (which includes any subsidiaries, sister companies or other entities engaged by the Company);
"**Venture**"	as defined in Clause 3;
"**Representative(s)**"	means, in relation to a Party, its employees, officers, directors, contractors, subcontractors, delegates, representatives and advisers.
"**Term**"	means the term of this Agreement as set out in Clause 13;
"**Uniswap**"	refers to Uniswap, a company that provides a cryptocurrency exchange;
"**USD**"	means United States Dollars; and

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

"**USDC**"	refers to United States dollar coin, a digital stable coin pegged to the United States dollar.

1.2. Unless the context otherwise requires, each reference in this Agreement to:

1.2.1. "writing", and any cognate expression, includes a reference to any communication effected by electronic (including email) or facsimile transmission or similar means.

1.2.2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

1.2.3. "This Agreement" is a reference to this Agreement and as amended from time to time; and

1.2.4. a Clause is a reference to a Clause of this Agreement.

1.3. The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4. Words imparting the singular number shall include the plural and vice versa.

1.5. Any words following terms such as including, include, for example, such as or any other similar expression shall not limit the sense of the words, description, definition, or phrase prior to those terms.

1.6. References to any gender shall include the other gender.

1.7. References to persons shall include corporations.

2. COMMENCEMENT AND DURATION

2.1. This Agreement shall commence on the date it has been signed by both Parties and shall continue to be valid for an indefinite period until it has been terminated in accordance with Clause 14.

3. JOINT VENTURE

3.1. In executing this Agreement, the Parties have agreed to enter a joint venture for the purpose of carrying out the particular project of utilizing their cryptocurrencies by making Contributions into liquidity pools which shall run on one or more exchanges (such as Uniswap) and shall involve the pairing of a combination of cryptocurrencies to exchanges wherein, in lieu of interest, an exchange pays exchange fees for the use of the pairing to create liquidity. Each liquidity pool that the Parties collectively decide to contribute to shall be considered a "**Venture**".

3.2. The Parties shall co-operate in relation to the Venture(s) in the way described in this Agreement.

3.3. The Parties shall decide on which Ventures to utilize in the way described in Clause 4 below.

3.4. Both Parties understand and agree that this is a joint venture requiring the co-operation of both Parties as described in Clause 4. This Agreement shall not be considered an investment product, investment offering or a security in any way whatsoever.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

GOLIATH VENTURES

LIQUIDITY PARTNER PLATFORM AND ACCOUNT

3.5. For every specific cryptocurrency Contribution which is made by the Partner, subject to the required minimums, an Account will be created for the Partner. Such Account(s) will be reflected on monthly reports prior to partner distribution.

3.6. To register for an Account, the Partner must provide certain information about themselves as prompted by the Account registration form and process. The Partner represents and warrants that:

3.6.1. they are at least 18 years old (for individuals);

3.6.2. that all Contributions made in relation to this Agreement are completely legitimate and are not, whether directly or indirectly, the proceeds of any criminal or other illegitimate activities.

3.6.3. they understand that this is not an investment product or offering and that it is a genuine joint venture between the Parties.

3.6.4. they have not relied on information or advice from any other party including the Company to enter into this joint venture and that the Partner is entering into this joint venture based solely on its own analyses and decisions.

3.6.5. all required registration information they submit is truthful and accurate; and

3.6.6. they will maintain the accuracy of such information.

3.7. The Company is entitled to request any necessary information from the Partner for KYC purposes. The Company shall reserve its right to reject any registration request at its own discretion with or without providing a reason.

3.8. The Partner acknowledges that the detail and information they submit upon registration is the Partner's responsibility and is submitted at the Partner's own risk.

3.9. The Partner is responsible for keeping their Account details accurate and up to date. In the event of changes, the Partner is required to make written requests to the Company's IT department via email at help@goliathventuresinc.com Once the request has been received, KYC procedures may be conducted if necessary. Once the changes have been confirmed and proven, the changes shall be made.

3.10. The Partner is responsible for maintaining the confidentiality of their crypto account information and is fully responsible for all activities that occur under their account. The Partner agrees to immediately notify the Company of any unauthorized use or suspected unauthorized use of the Partner's Account or email or any other breach of security. The Company cannot and will not be liable for any loss or damage arising from the Partner's failure to comply with the above requirements.

3.11. This Agreement will remain in full force and effect while the Partner has Contributions remaining in an Account(s). The Company may terminate the joint venture, close the Partner's Account(s) and return the Partner's Contribution amounts (including any hyper-compounded amount) to the Partner at any time for any reason at the Company's sole discretion. The Partner agrees that any termination of their Account may involve deletion of user content associated with their Account. The Company

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

will have no liability whatsoever to the Partner for any termination of any Venture under this Agreement, including for termination of the Partner's Account (except that the Partner's funds will be returned).

4. MANAGEMENT AND DECISION MAKING

4.1. The Parties will work together in deciding which liquidity pools to engage in using their Contributions. This will be done by following the below steps:

4.1.1. Firstly, GVI will run an initial analysis of its own and will choose several pools that it thinks are suitable in its sole discretion. GVI has completed these initial analyses and the pools which have been chosen are the following:

4.1.1.1. Bitcoin.

4.1.1.2. Ethereum.

4.1.1.3. USDC.

GVI may at any point in time add or remove the pool options. This will be communicated to the Partner through email or through other suitable methods as decided by GVI.

4.1.2. The Partner will then consider and choose one or more of the pools listed above, or on the Portal, that it would like to participate in based on its own analyses.

4.1.3. The Partner will then contribute an amount towards that Venture, subject to the minimums mentioned in Clause 5 below. These minimums may be changed by GVI at any time. The Partner will send its Contribution to the relevant wallet address as detailed in Clause 5 below. GVI may notify the Partner of changes to wallet addresses through the Portal or via email from help@goliathventuresinc.com.

4.1.4. Finally, GVI will complete the pairing and the total Contribution will be engaged into the relevant pool(s) by GVI.

4.2. The Parties understand and agree that any decisions relating to the Ventures and to the Contributions to be made under this Agreement shall be made by the Parties collectively as described in Clause 4. As such, each Party is making its own decisions and no Party is providing any form of financial advice to the other.

4.3. GVI reserves the right to change or amend the liquidity pools or methods of operation for the Venture(s) at its own discretion - for example, where the Company has assessed the market conditions and decided that a different approach is more suitable, the partner authorizes GVI to make those decisions on their behalf.

4.4. In performing its obligations under this Agreement, each Party shall:

4.4.1. comply with all laws applicable to it; and

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

4.4.2. at all times act in accordance with the terms and conditions of this Agreement.

4.5. The Partner understands and agrees that it is responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other applicable laws and regulations that are relevant to the fulfillment of its obligations under this Agreement.

4.6. Both Parties shall be responsible for all their own costs and expenses incurred in connection with the Ventures and this Agreement and in executing its obligations under the same. The Parties shall not be entitled to charge the other Party for the same.

5. CONTRIBUTIONS

5.1. With respect to each Venture, the Partner shall contribute which is above the minimum amount required for that specific pool. The minimums are as follows:

5.1.1. **USD:** above a minimum amount of $100,000 USD.

5.2. In the event that GVI adds more liquidity pool options, it will notify the Partner of any minimums required.

5.3. The Parties agree that no Contributions shall be traded in U.S. regulated securities.

5.4. GVI will only be using its own funds and will not be collecting, pooling together, or using the funds of others for different crypto initiatives and/or special projects.

5.5. The Partner must send its Contribution amounts to the relevant and correct wallet address(es) as detailed below or may opt in to wire funds directly to, **GOLIATH VENTURES INC.**

5.6. **WIRE INFO: (DO NOT ACH)**
BANK NAME: JP MORGAN CHASE
ACCOUNT NUMBER: [redacted]
ROUTING NUMBER: [redacted]
ADDRESS: 189 S Orange Ave STE 1800, Orlando, FL 32801
Swift Code: CHASUS33

GOLIATH VENTURES INC. CRYPTO ACCOUNT INFORMATION:

Bitcoin Wallet Address	**Wallet:** Deposit wallets will be provided when the contract is completed. **Wallet Network:** BTC
Ethereum Wallet Address	**Wallet:** Deposit wallets will be provided when the contract is completed. **Wallet Network:** ERC20
USDC Wallet Address	**Wallet:** Deposit wallets will be provided when the contract is completed. **Wallet Network:** ERC20

NOT AN OFFICIAL DOCUMENT - PUBLIC ACCESS - NOT AN OFFICIAL COPY

5.6. GVI shall not be liable for any actions of cryptocurrency exchange platforms and other third parties in relation to the Partner's cryptocurrency before it reaches GVI's wallet addresses as stated above.

5.7. No Party shall be deemed to be managing the other Party's cryptocurrencies in any way whatsoever. Furthermore, the Contribution from each Party shall be at all times considered under the ownership of that Party.

5.8. The Partner must send GVI an email notifying them of the Contribution made by the Partner, with the exact transaction hash number and a screenshot of the same, always making sure that the initial Contribution for each cryptocurrency is above the minimum required amount as detailed in Clause 5.1 above. GVI will not be liable in any way whatsoever if the Partner sends any cryptocurrency to the wrong wallet address. If the Partner sends an amount, less than the required minimum, then an Account will be created but not activated, so no profits will be paid out to the Partner until the minimum amount for the relevant cryptocurrency is met.

5.9. The Company reserves the right to change the payment options and methods mentioned above in Clause 5.5 from time to time. The Partner will be notified of any such change.

6. DISTRIBUTION OF PROFITS

6.1. From any profits that are made, the distribution of profits will be as follows:

6.1.1. The Partner shall be entitled to the following guaranteed monthly profits generated by its Contributions, ("**Profit(s)**"):

6.1.1.1. **For Ethereum, Bitcoin, and USDC:** Partners will receive a **5%** monthly distribution rate from their liquidity account value.

NOT AN OFFICIAL COPY – PUBLIC ACCESS – NOT AN OFFICIAL COPY

GOLIATH VENTURES

6.1.3. GVI shall be entitled to any remaining profit.

6.2. If the Partner holds several Accounts (e.g. BTC Account, etc.), such percentages mentioned in Clause 6 shall be calculated for each Account separately and in no case shall values within such separate Accounts be calculated jointly.

6.3. The Company reserves the right to change the requirements for any valuation or minimum requirement mentioned in this Agreement to be based on USD value instead of USDC value, for example in the case where USDC becomes volatile or loses its peg to the USD. In addition, GVI only guarantees the principal amount held. In the event of "impermeant loss" GVI is only responsible for the initial principal and not the "compounded amount". In such case, all principal payments will be sent back to partners in a timely manner.

6.4. The Partner shall have the option to have its Monthly Profits paid out to them or to compound. In the event that compounding is chosen, Monthly Profits shall be added to the Partner's relevant Account total.

6.5. The Partner shall specify in the table below its relevant wallet address(es) to which it shall receive its Monthly rewards by pay-out and/or its withdrawals. Partner may also opt to receive payout via wire (wire option will automatically opt partner for monthly payout). The Partner shall also specify below whether it wishes to have its rewards for each Account compounded or paid out monthly.

PARTNER WIRE INFO:

BANK NAME: JP Morgan Chase
ACCOUNT NUMBER/SWIFT: [redacted]
ROUTING NUMBER: [redacted]
ADDRESS: 1581 Robert J Conlan NE, Palm Bay, Florida 32905

Wallet	**Wallet Details**	**Hyper-compound or Monthly Pay-out**
The Partner's **BTC** Wallet Address	Wallet: _____ Wallet Network: BTC If not applicable - note N/A	Hyper-Compound ✓ Monthly Payout
The Partner's **Ethereum** Wallet Address	Wallet: _____ Wallet Network: ERC20 If not applicable - note N/A	Hyper-Compound ✓ Monthly Payout
The Partner's **USDC**	Wallet: _____ Wallet Network: ERC20 If not applicable - note N/A	Hyper-Compound ✓ Monthly Payout

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

6.6. The Partner must ensure that the above information which is provided by the Partner is correct as the Company will not be liable or responsible in any way for any loss or damage as a result of incorrect information provided in the above table or by the Partner. Once the relevant cryptocurrency amount has been transferred by GVI to the above wallet address(es) and/or as specified by the Partner, GVI shall not be liable for any lost, stolen, hacked or otherwise misplaced cryptocurrency amounts. GVI shall also not be held responsible for any actions of cryptocurrency exchange platforms and any other third parties that facilitate such transactions.

6.7. Subject to the Company's consent, the Partner may later add another Account(s). To do so, the Partner will have to inform the Company by sending an email to help@goliathventuresinc.com and the Company will send a further agreement to the Partner to be signed. Any further agreements sent to the Partner by virtue of this Clause will be deemed supplemental and in addition to this Agreement and it will not be deemed a replacement of this Agreement.

6.8. Subject to Clause 6, after GVI has received into the relevant wallet address (as detailed in Clause 5) the cryptocurrencies sent by the Partner, in the event of a loss of the cryptocurrency, which is in the Account of the Partner, the Company will replace the same number of the relevant cryptocurrency (and not the value of the cryptocurrency). For the avoidance of doubt, the Company will in no way cover for the loss of value or market fluctuation of the value of any cryptocurrency.

6.9. The Company will maintain reporting on:

6.9.1. The quantity of the relevant cryptocurrency which the Partner transfers in or out of their Account.

6.9.2. The previous week's lowest market price of each cryptocurrency relevant to the Partner.

6.9.3. The percentages used for calculations referred to in Clause 6; and

6.9.4. The starting cryptocurrency quantity prior to the next weeks' activity.

7. WITHDRAWING

7.1. In the event that a Party wants to withdraw all or a portion of the Contributions it has made under this Agreement, it shall send an email to the other Party and notify them of the same.

7.2. In order to withdraw all or a portion of the cryptocurrency in the Partner's relevant Account, the Partner will have to send a request to GVI at the following email help@goliathventuresinc.com

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT FOR OFFICIAL COPY

GVI will, within a reasonable time from the moment the notification is received, process the withdrawal(s). GVI will aim to return the Partner's relevant cryptocurrency amount within a 24 to 72-hour period. The withdrawal process may in some cases take longer.

7.3. The Partner shall not withdraw part of its Contribution such that less than the minimum amount required is left in the Account.

7.4. Any withdrawal amounts requested by the Partner shall be sent by GVI to the Partner's relevant wallet address as detailed in Clause 6.5 above.

7.5. Both Parties will have a say on when and if they want to withdraw their Contribution at any time.

7.6. The Company reserves the right to delay the withdrawal process mentioned above for up to 180 days in the event that the Company suspects:

7.6.1. any suspicious or malicious activities.

7.6.2. system hacks and/exchange delays.

7.6.3. unverified wallet addresses; or

7.6.4. other events which the Company believes gives rise to the need for further investigation.

8. CONFIDENTIALITY

8.1. Confidential Information includes all confidential information (however recorded or preserved) disclosed by the Company and/or its Representatives whether before or after the date of this Agreement, including:

8.1.1. the existence and terms of this Agreement or any other agreement entered into in connection with this Agreement.

8.1.2. any information that would be regarded as confidential by a reasonable businessperson relating to:

8.1.2.1. the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the Company; and

8.1.2.2. the operations, processes, product information, know-how, algorithms, designs, trade secrets or software of the Company.

8.1.3. any information, findings, data or analysis derived from Confidential Information.

8.1.4. any information that is developed by the Parties while carrying out this Agreement; and

8.1.5. any information or documentation that is identified as being of a confidential or proprietary nature.

8.2. The Partner undertakes to:

8.2.1. keep the Confidential Information secret and confidential.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY



8.2.2. not use or exploit the Confidential Information in any way except for the purposes of this Agreement.

8.2.3. not use the Confidential Information for its personal benefit.

8.2.4. not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person or third party, except as expressly permitted by the Company in writing or to the extent permitted by this Clause 8.

8.2.5. not copy, reduce to writing or otherwise record the Confidential Information in any way except as strictly necessary for the purpose of this Agreement. Any such copies, reductions to writing and records shall be the property of the Company.

8.2.6. not use, reproduce, transform or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means outside its usual place of business.

8.2.7. keep a written record of:

8.2.7.1. any document or Confidential Information received from the Company in tangible form; and

8.2.7.2. any copies made of the Confidential Information.

8.2.8. ensure that any document or other records containing Confidential Information shall be kept at its premises and shall not remove or allow those documents and records to be moved from those premises; and

8.2.9. apply strong security measures and degree of care to the Confidential Information as the Partner applies to its own confidential information, which the Partner warrants as providing adequate protection from unauthorized disclosure, copying or use.

8.3. The Partner may disclose the Confidential Information to its Representatives on the basis that it:

8.3.1. obtains written approval from the Company.

8.3.2. informs those Representatives of the confidential nature of the Confidential Information before it is disclosed.

8.3.3. procures that those Representatives comply with the confidentiality obligations under this Clause 8 as if they were the Partner and if the Company so requests, procure that any of them enters into a confidentiality agreement with the Company on terms equivalent to those in this Agreement.

8.3.4. keeps a written record of those persons; and

8.3.5. shall be liable for the actions or omissions of the Representatives in relation to the Confidential Information as if they were the actions or omissions of the Partner.

8.4. The Partner may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, provided that, to the extent it is legally permitted to do so, it gives the Company as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 8, it takes into account the reasonable requests of the Company in relation to the content of such disclosure.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

8.5. The Company reserves all rights in its Confidential Information. No rights or obligations in respect of the Company's Confidential Information other than those expressly stated in this Agreement are granted to the Partner, or to be implied from this Agreement.

8.6. On termination of this Agreement, the Partner shall:

8.6.1. destroy or return all documents and materials (and any copies) containing, reflecting, incorporating or based on the Company's Confidential Information.

8.6.2. erase all the Company's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and

8.6.3. notify the Company that it has complied with the requirements of this Clause, if it may retain documents and materials containing the Company's Confidential Information to the extent required by law. The provisions of this Clause shall continue to apply to any such documents and materials retained by the Partner.

8.7. Except as expressly stated in this Agreement, the Company does not make any express or implied warranty or representation concerning its Confidential Information.

8.8. The provisions of this Clause shall continue to apply after termination of this Agreement for an indefinite period.

8.9. Without prejudice to any other rights or remedies that the Company may have, the Partner acknowledges and agrees that damages alone would not be an adequate remedy for any breach of this Clause 9. Accordingly, the Company shall be entitled to immediately terminate this Agreement or to the remedies of injunctions, specific performance, or other equitable relief for any threatened or actual breach of this Clause by the Partner.

8.10. Nothing in this Agreement shall impose an obligation on the Company to extend this Agreement or to enter into any further agreements in relation to this Agreement, or an obligation to disclose any information (whether Confidential Information or otherwise) to the Partner.

9. INTELLECTUAL PROPERTY

9.1. The Company is the owner or the licensee of all its Intellectual Property Rights, including, but not limited to, its logo, trademarks, websites, software, coding etc. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

9.2. If the Partner breaches this Clause 9 or any other provisions in relation to the Company's Intellectual Property Rights, the Company shall be entitled to immediately terminate this Agreement and, in such a case, the Partner must, at the Company's option, return or destroy any copies of the materials the Partner have made.

10. ANNOUNCEMENTS

10.1. Subject to confidentiality, the Partner shall not make, or permit any person to make, any public announcement, communication or circular (announcement) concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it or the relationship between the Parties, without the prior written consent of the other Party.

NOT AN OFFICIAL COPY – PACER ACCESS – NOT AN OFFICIAL COPY

10.2. Where an announcement is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the Party required to make the announcement shall promptly notify the other Party. The Party concerned shall make all reasonable attempts to agree the contents of the announcement before making it.

11. WARRANTIES

11.1. Each Party warrants that:

12.1.1. it has full power and authority to carry out the actions contemplated under this Agreement; and

12.1.2. all information, data and materials provided by it under this Agreement are accurate and complete in all material respects at the date on which they are given.

11.2. Except as expressly provided in this Agreement, there are no conditions, warranties, or other terms binding on the Parties with respect to the actions contemplated by this Agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this Agreement, whether by statute, law or otherwise, is, to the extent that it is lawful to do so, excluded by this Agreement.

12. INDEMNITY AND LIMITATION OF LIABILITY

12.1. The Partner shall indemnify the Company against all costs, liability, damages, loss, claims or proceedings arising out of the Partner's breach of any of the provisions of this Agreement and it shall reimburse costs and disbursements which are incurred, unless otherwise required by this Agreement.

12.2. Nothing in this Agreement shall limit or exclude the Partner's liability for fraud, fraudulent misrepresentation, or gross negligence.

12.3. If the Partner breaches any provisions concerning Confidential Information and/or Intellectual Property Rights, the Partner acknowledges and agrees that damages alone would not be an adequate remedy. Accordingly, the Company shall be entitled to immediately terminate this Agreement and to the remedies of injunctions, specific performance, or other equitable relief for any threatened or actual breach of either or both Company's Confidential Information and Intellectual Property Rights by the Partner.

12.4. The Company excludes all implied conditions, warranties, representations, or other terms except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.5. The Company will not be liable for damage that the Partner could have avoided by following GVI's instructions or for damage that was caused by the Partner failing to correctly follow instructions in this Agreement.

12.6. The Company will not be liable to the Partner for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

12.6.1. loss of profits, sales, business, or revenue.

12.6.2. business interruption.

12.6.3. loss of anticipated savings.

12.6.4. loss of business opportunity, goodwill, or reputation; or

12.6.5. any indirect or consequential loss or damage.

13. TERM AND TERMINATION OF AGREEMENT

13.1. This Agreement shall commence from the date of its signing by the Parties and shall be in place for an indefinite period until and unless it is terminated by the Parties in accordance with this Clause 13.

13.2. GVI has the right to immediately terminate this Agreement at any time by providing written notice to the Partner (which includes email).

13.3. The Partner shall have the right to terminate this Agreement immediately by giving written notice to the Company. If the Partner terminates this Agreement (or any Account of theirs) in the middle of a week, the profit for that week will not be paid to the Partner. GVI will aim to return the Partner's relevant cryptocurrency amount within a 24-hour period. The withdrawal process may in some cases take longer.

13.4. The Company may also immediately terminate this Agreement upon the following events:

13.4.1. gross negligence, willful misconduct, or fraud of the Partner.

13.4.2. the Partner commits a material breach of any term of this Agreement which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

13.4.3. if any warranty given by the Partner in Clause 11 of this Agreement is found to be untrue or misleading.

13.4.4. if the Partner breaches any provisions of this Agreement; and/or

13.4.5. in accordance with Clause 17.

13.5. The rights to terminate this Agreement given by this Clause 13 shall not prejudice any other right or remedy of both the Partner and the Company in respect of the breach concerned (if any) or any other breach.

14. EFFECTS OF TERMINATION

14.1. Upon termination, the Partner's Account(s) shall be terminated and all funds which the Partner is entitled to as per this Agreement shall be transferred to them.

14.2. The Partner understands that once their Account(s) has been terminated or once a termination notice has been received from either Party, the Partner no longer has the right to receive any profits or rewards from that point.

14.3. All clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect after termination.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

14.4. Termination shall not affect or prejudice any right to damages or other remedy which the Company may have in respect of the event giving rise to the termination or any other right to damages or other remedy which the Company may have in respect of any breach of this Agreement which existed at or before the date of termination.

14.5. The termination shall not have any effect on the obligations already due between the Partner and the Company.

14.6. If the Partner, whose Account(s) have/has already been terminated, wants to reapply for another Account, the Company will have sole discretion in deciding whether or not to accept any such application.

14.7. Termination of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of its termination.

15. TRANSFER OF ACCOUNT

15.1. The Partner is not permitted to transfer their rights of ownership over their Account(s) to a third party.

15.2. If the Partner passes away (in the case of individuals), the Partner's Account may be passed onto the inheritors of his/her estate, provided a copy of the Partner's death certificate, last will and testament is given along with a signed written request specifying the individual to take over the ownership of the Account signed by all inheritors of the Partner's estate. The Company will have sole discretion in deciding whether to request further information or documentation before making any decisions.

16. FORCE MAJEURE

16.1. The Company shall not be liable for any failure or delay in performing its obligations where such failure or delay results from any cause that is beyond its reasonable control. Such causes include, but are not limited to industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the reasonable control of the Company.

17. ASSIGNMENT AND OTHER DEALINGS

17.1. The Company, at its sole discretion, shall be allowed to assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the need for the approval of the Partner.

17.2. The Partner understands and agrees that the Company may delegate, assign, contract or pass on tasks and obligations of the Company to any member of its group (which includes any subsidiaries, sister companies or other entities engaged by the Company).

17.3. The Partner shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all its rights and obligations under this Agreement without the prior written consent of the Company.

18. VARIATION

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

18.1. The Company may in its sole discretion amend this Agreement at any time by giving notice to the Partner. This notice may be given via email, or via other suitable means decided by the Company. If the Partner does not respond within one (1) weeks' time, the Partner will have been deemed to have accepted any amendments made.

19. NOTICES

19.1. A notice given to a Party under or in connection with this Agreement shall be in writing and sent to the Party at the address or email address given in this Agreement or as otherwise notified in writing to other Party.

19.2. Any notification sent by email will be deemed received on the date of transmission.

19.3. The Partner's information for all notices is as follows:

Legal name (of entity or person): Brevard Nursing Academy, LLC dba Coastal Technical Instit

Mailing Address: 1152 Queen Anne Court, Winter Springs, Florida 32708

Phone: 407-617-4541

Email: jeuliano@gkbinvestments.com

Passport or ID number: [redacted]

Country of issuance: USA

20. SEVERABILITY

20.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

20.2. If any provision or part-provision of this Agreement is deemed deleted, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. NO PARTNERSHIP OR AGENCY

21.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the Parties, constitute any Party the agent of the other Party, or authorize a Party to make or enter into any commitments for or on behalf of the other Party except as expressly provided in this Agreement.

21.2. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

22. EXISTING ARRANGEMENTS

22.1. Nothing in this Agreement shall restrict either Party's right to continue to conduct its business activities or arrangements that existed before this Agreement.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

22.2. Nothing in this Agreement shall restrict either Party's right to enter joint ventures with other third parties in relation to any subject matter.

23. RIGHTS AND REMEDIES

23.1. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. WAIVER

24.1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

24.2. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

25. COUNTERPARTS

25.1. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

25.2. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) or DocuSign shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each Party shall on request provide the other with the "wet ink" hard copy original(s) of their counterpart.

25.3. No counterpart shall be effective until each Party has executed at least one counterpart.

26. THIRD PARTY RIGHTS

26.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

26.2 The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.

27. ENTIRE AGREEMENT

27.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

27.2. For the avoidance of doubt, any further amendments made to this Agreement shall be considered supplemental and in addition to this Agreement and shall not be considered a replacement of this Agreement.

27.3. Each Party acknowledges that in entering into this Agreement, it does not rely on, and shall have no rights or remedies in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.

27.4. The Partner agrees that it shall have no claim for innocent or negligent misrepresentation or negligent statement based on any statement or warranty in this Agreement.

28. DISPUTE RESOLUTION

28.1. The Parties shall attempt to resolve any dispute arising out of or in relation to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

28.2. If the Parties fail to negotiate under Clause 29.1 within 1 month of receipt of a written invitation to negotiate, the Parties shall attempt to resolve the dispute in good faith through arbitration in accordance with Florida Law by an arbitrator to be appointed by the Company.

28.3. Pursuant to Clause 28.2, the arbitration hearing shall be in the English language and shall be held virtually or in person at a location to be decided by the Company. Regardless of where the arbitration hearing shall be held, the Agreement shall remain to be governed by the laws of Florida.

28.4. Both Parties shall pay their own respective arbitration fees and shall not be entitled to charge the other Party for the same.

28.5. The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 28 shall be final and binding on both Parties.

29. GOVERNING LAW

29.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Florida, resolved by the Parties in accordance with Clause 28 above.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by **CHRISTOPHER DELGADO** for and on behalf of **GOLIATH VENTURES INC.**

03 / 04 / 2025

Christopher Delgado

Signed by _____

Authorized signatory (if partner is a corporate entity)

03 / 04 / 2025

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Dropbox Sign

Audit trail

Title	GVI AGREEMENT - MONTHLY 5 PERCENT
File name	GVI_AGREEMENT-MON..._1_4_25_.docx.pdf
Document ID	6f7b7d4bc95c0e11e9eb2206c481f3f21a208da2
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**03 / 04 / 2025** 13:44:38 UTC	Sent for signature to Brevard Nursing Academy, LLC dba Coastal Technical Institute (jeuliano@gkbinvestments.com) and Chris Delgado (christopher@goliathventuresinc.com) from nick@goliathventuresinc.com IP: 142.196.109.51
VIEWED	**03 / 04 / 2025** 15:28:38 UTC	Viewed by Brevard Nursing Academy, LLC dba Coastal Technical Institute (jeuliano@gkbinvestments.com) IP: 67.149.182.140
SIGNED	**03 / 04 / 2025** 15:37:39 UTC	Signed by Brevard Nursing Academy, LLC dba Coastal Technical Institute (jeuliano@gkbinvestments.com) IP: 67.149.182.140
VIEWED	**03 / 04 / 2025** 16:35:10 UTC	Viewed by Chris Delgado (christopher@goliathventuresinc.com) IP: 129.222.1.17

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Dropbox Sign

Audit trail

Title	GVI AGREEMENT - MONTHLY 5 PERCENT
File name	GVI_AGREEMENT-MON..._1_4_25_.docx.pdf
Document ID	6f7b7d4bc95c0e11e9eb2206c481f3f21a208da2
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SIGNED	**03 / 04 / 2025** 16:35:20 UTC	Signed by Chris Delgado (christopher@goliathventuresinc.com) IP: 129.222.1.17
COMPLETED	**03 / 04 / 2025** 16:35:20 UTC	The document has been completed.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT D

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

GOLIATH VENTURES

EXIT AGREEMENT

The Joint Venture Agreement you have entered with Goliath Ventures Inc., which was entered into on March of 2025, is being terminated at your request. This request has been made by Brevard Nursing Academy on January 21, 2026. The current account balance which will be remitted to you is $235,202.50.

Funds will be disbursed into the account you have on file once this Exit Agreement is executed by you and processed by Goliath. Once processed, monies shall be disbursed to you within seven to ten business days. This excludes weekends and all Holidays that our financial institutions are subject to.

The Partner understands that full disbursement of funds subject to this Exit Agreement voids the current Agreement in place. This includes all prior ratifications or codicils to said Agreement. Should the Partner wish to engage with Goliath in the future, the Partner understands they are subjected to a new Agreement with Goliath that may not mirror the Agreement currently being terminated.

Brevard Nursing Academy

1/21/26

Date: 01/21/2026

NOT AN OFFICIAL COPY - PUBLIC RECORDS - NOT AN OFFICIAL COPY

EXHIBIT 4

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

IN THE CIRCUIT COURT FOR THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

MEHAL PATEL, an individual,

Plaintiff,

v.

GOLIATH VENTURES, INC.,
a Wyoming corporation,

Defendant.
_____/

CASE NO.:

COMPLAINT

Plaintiff, Mehal Patel ("Patel" or "Plaintiff"), by and through undersigned counsel, sues Defendant, Goliath Ventures, Inc. ("Goliath" or "Defendant"), and alleges as follows:

NATURE OF THE ACTION

1. This is an action for damages exceeding $50,000.00, exclusive of interest, attorneys' fees, and costs, arising from Defendant's breaches of a joint venture agreement and related exit agreement entered between Plaintiff and Defendant (collectively, the "Parties").

2. This dispute arises out of an arrangement involving cryptocurrency liquidity pools. In decentralized finance, a "liquidity pool" generally refers to a pool of deposited digital assets (often two assets paired together) that is used by an exchange or protocol to facilitate trading. Rather than relying on a traditional order book, trades are executed against the pool, and the pool's participants can earn fees generated by those trades.

3. Here, Plaintiff provided substantial funds with Goliath for the stated purpose of deploying those funds into cryptocurrency liquidity pool ventures, and the agreement provides for the return of principal and the payment of profit distributions as set forth in the agreement.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

4. In November of 2025, due apparently to the mismanagement of Goliath by its operator, Christopher Delgado, Goliath stopped paying profit distributions to Plaintiff and other participants in GoliathVliquidity pools.

5. Plaintiff, upon realizing the extent of Goliath's misconduct, submitted exit paperwork terminating his joint venture, and Goliath issued a written exit agreement confirming the "current account balance" to be remitted to Plaintiff and promising disbursement within seven (7) to ten (10) business days after processing.

6. Despite demand, Goliath has failed to remit Plaintiff's funds and has failed to pay all accrued amounts owed as of the date herein.

PARTIES, JURISDICTION, AND VENUE

7. Plaintiff Mehal Patel is an individual who is over the age of eighteen and is otherwise *sui juris*.

8. Defendant Goliath Ventures, Inc. is a Wyoming corporation. Goliath transacts business in Florida and maintained and/or used Florida contact information and banking arrangements in connection with the Parties' contracts and performance, including identifying its notices address as 189 S Orange Ave, STE 1800, Orlando, Florida, 32801, and providing Florida-based account information for funding.

9. Personal jurisdiction is proper because Defendant engaged in business activities in Florida, entered contracts governed by Florida law, and committed breaches causing injury in Florida.

10. Venue is proper in Broward County because the dispute-resolution and venue provisions of the Parties' Joint Venture Agreement designate Broward County, Florida, and because material acts and omissions giving rise to the claims occurred in Broward County, Florida.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

11. All conditions precedent to bringing this action have been performed, satisfied, excused, or waived, including any applicable notice and pre-suit dispute-resolution requirements.

12. Plaintiff has retained the undersigned counsel and is obligated to pay reasonable attorneys' fees and costs.

GENERAL ALLEGATIONS

A. The Joint Venture Agreement

13. Patel and Goliath entered into a written Joint Venture Agreement (the "JVA") for the purpose of collaborating on a project in the cryptocurrency arena on May 9, 2025.

14. A true and correct copy of the JVA is attached hereto as **Exhibit A**.

15. Under the JVA, the Parties contemplated making "[c]ontributions into liquidity pools" on one or more exchanges, including pairing cryptocurrencies to create liquidity and earning exchange fees. JVA §§ 3.1–3.3.

16. The JVA defines "Contribution(s)" as the USD value of any contribution of USD or cryptocurrency made by Goliath and/or the Partner (Plaintiff) under the agreement. JVA § 1.1

17. Under the JVA, any profits generated from a venture were to be distributed on a monthly basis to Plaintiff for "[s]ix (6%) on Contributions and current balances," characterized as a "grand-fathered" rate. JVA §§ 7.1–7.1.1.1.

18. Most importantly, Goliath expressly guaranteed return of Plaintiff's principal under the JVA, stating that "Goliath hereby guarantees the return of [the] principal amount of capital deposited by [Plaintiff]," and that Plaintiff "shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture," with the guarantee remaining "absolute and binding" until the principal is paid in full. JVA § 3.6.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

19. The JVA also provides a withdrawal process by which a party may withdraw all or a portion of its Contributions by email notice, and Goliath agreed to process withdrawals within a reasonable time and use reasonable efforts to return the requested withdrawal amount within five (5) to seven (7) business days. JVA § 8.1.

20. Plaintiff performed his obligations under the JVA, including making Contributions as contemplated by the agreement. JVA §§ 3.1, 6.1, 6.4.

B. Plaintiff's Demand and Goliath's Failure to Respond/Perform

21. On January 9, 2026, Plaintiff executed an Exit Agreement (the "Exit Agreement") with Goliath, terminating the joint venture at Plaintiff's request.

22. A true and correct copy of the Exit Agreement is attached hereto as **Exhibit %**

23. The Exit Agreement states that the "current account balance which will be remitted to [Plaintiff] is $106,000.00, and that once executed and processed, funds will be disbursed within seven to ten business days.´ Notably, this sum does not account for over $87,000.00 in outstanding balances and compounding interest that Goliath has failed to pay Plaintiff. Ex. B.

24. Despite Plaintiff's termination/withdrawal request and the Exit Agreement, Goliath has failed and refused to remit Plaintiff's funds, including the amounts described above, and has failed to pay all amounts owed through termination (including monthly distributions required by the JVA). JVA §§ 3.6, 7.1–7.1.1.1, 8.1.

COUNT I — BREACH OF CONTRACT

25. The JVA constitutes valid and enforceable contracts between Plaintiff and Goliath governing, among other things, liquidity pool contributions, the return of principal, profit distributions, and withdrawal/return obligations.

26. Plaintiff performed his obligations under the JVA.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

27. Goliath materially breached the JVA by failing and refusing to return Plaintiff's principal/account balance as guaranteed and promised, including failing to "fully reimburse[]" the principal "without diminution or impairment" and failing to remit Plaintiff's "current account balance" confirmed in the Exit Agreement. JVA § 3.6, Ex. B.

28. Goliath also breached the JVA by failing to honor the withdrawal/return obligations after Plaintiff's withdrawal/termination request, including the requirement that Goliath use reasonable efforts to return the requested withdrawal amount within five (5) to seven (7) business days. JVA § 8.1.

29. Goliath further breached the JVA by failing to pay amounts owed through termination, including monthly profit distributions required to be distributed first to the Partner at the 6% rate on Contributions and current balances. JVA §§ 7.1–7.1.1.1.

30. As a direct and proximate result of Goliath's breaches, Plaintiff has suffered damages in an amount to be proven at trial, including at least $193,000.00, plus prejudgment interest.

31. Plaintiff is entitled to recover his reasonable attorneys' fees and costs as the prevailing party under the JVA. JVA § 26.1.

WHEREFORE, Plaintiff requests that the Court enter judgment in favor of Plaintiff and against Defendant for damages, prejudgment interest, post-judgment interest, attorneys' fees and costs, and such other relief as the Court deems just and proper.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Respectfully submitted this 25th day of February 2026, by:

SHAW LEWENZ
110 SE 6th Street, Suite 2900
Fort Lauderdale, FL 33301
Telephone: (954) 361-3633
Facsimile: (954) 989-7781
Primary:jshaw@shawlewenz.com;
gmorales@shawlewenz.com;
Secondary: avazquez@shawlewenz.com;
lgrealy@shawlewenz.com

By: */s/ Jordan A. Shaw*
JORDAN A. SHAW, ESQ.
Florida Bar No.: 111771
GABRIEL E. MORALES, ESQ.
Florida Bar No. 1038778

CERTIFICATE OF SERVICE

I hereby certify that a copy of the forgoing was served through the Florida Courts E-filing portal to all counsel of record.

By: */s/ Jordan A. Shaw*
Jordan A. Shaw, Esq

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT A

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT is by and between Goliath Ventures Inc. ("**Goliath**") and Mehal Patel ("**Partner**"). Goliath and Partner are also referred to herein, individually, as a "**Party**" and collectively, the "**Parties**". The effective date of this Agreement (the "**Effective Date**") shall be the date when the last one of the Parties has executed this Agreement.

BACKGROUND:

A. The Parties desire to enter into a joint venture for the purpose of collaborating on a project in the cryptocurrency arena (the "**Joint Venture**"), as more particularly described herein.

B. This Agreement sets out the terms and conditions which shall govern the Parties' Joint Venture and their respective rights and obligations.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

1.1. The following terms used in this Agreement shall have the meanings specified below or in the Section in which they first appear:

"***Account***" means the account(s) created by the Partner and with Goliath to Contribute to the Venture(s).

"Affiliate" means any subsidiary, associated or affiliated company, corporation, limited liability company, or partnership of Goliath and any entity, present or future, directly or indirectly controlling, controlled by, or under common control with Goliath.

"Agreement" means this Joint Venture Agreement, as amended from time.

"Bitcoin" means the decentralized digital cryptocurrency on the Bitcoin network which uses public-key cryptography in recording transactions.

"Business Day" means any day other than Saturday and Sunday.

"Contribution(s)" means the USD value of any contribution of either USD or cryptocurrency made by Goliath and/or the Partner under this Agreement.

"Ethereum" means the decentralized digital cryptocurrency which is native to the Ethereum blockchain-based platform with smart contract functionality.

"Goliath" means Goliath Ventures Inc. and its Affiliates.

"Representative(s)" means, in relation to a Party, its employees, officers, directors, contractors, delegates, representatives, and advisors.

"Uniswap" refers to Uniswap, a company that provides a cryptocurrency exchange.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

"USD" means United States dollars.

"USDC" means United States dollar coin, a digital stablecoin pegged to the United States dollar.

2. TERM.

2.1. The "**Term**" of this Agreement shall commence on the Effective Date and shall continue for a period one (1) year, unless earlier terminated in accordance with Section 15 of this Agreement. This Agreement shall automatically renew for successive one (1) year periods unless either Party provides written notice to the other Party of its intention not to renew at least thirty (30) days prior to the expiration of the then-current term.

3. JOINT VENTURE.

3.1. The Parties agree to enter a Joint Venture for the purpose of carrying out the particular project by making Contributions into liquidity pools which shall run on one or more exchanges (such as Uniswap) and shall involve the pairing of a combination of cryptocurrencies to exchanges wherein, in lieu of interest, an exchange pays exchange fees for the use of the pairing to create liquidity. Each liquidity pool that the Parties collectively decide to contribute to shall be considered a "**Venture**".

3.2. With respect to the operation of the Joint Venture, each Party shall have such power and authority as is specifically set forth in this Agreement or as may be otherwise agreed to in writing. Except as specifically set forth in this Agreement, neither Party shall have any authority to act for, or to assume any obligations or responsibilities on behalf of, the other Party. Nothing contained in this Agreement shall constitute the Parties being partners for any other purpose or render them liable to contribute more than the amounts set forth herein or entitle them to any participation in profits of the Joint Venture other than as specified herein.

3.3. The Parties shall mutually decide on which Ventures to engage in, as described in Section 4 below. The Parties shall use reasonable efforts to cooperate in each Venture in accordance with the terms and conditions of this Agreement.

3.4. The Parties acknowledge and agree that this Agreement, and the Joint Venture and activities contemplated hereunder, are not an investment product, investment offering, investment advice, or a security in any way whatsoever.

3.5. The Partner acknowledges and agrees that the tax treatment of the Partner's Contributions to the Joint Venture and any profits a Partner receives from the Joint Venture is uncertain and there may be adverse tax consequences in connection therewith, and that the Partner is solely responsible for properly reporting any profits or losses to the applicable taxing authorities. The Partner agrees to seek its own independent legal and tax advice with respect to its participation in the Joint Venture.

3.6. Goliath hereby guarantees the return of principal amount of capital deposited by the Partner in connection with this Joint Venture. This guarantee ensures that the principal amount shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture. This guarantee is applicable to all New External deposits from the Partner, not monies that are "rolled up" and will be paid in

NOT AN OFFICIAL COPY - DOCUSIGN PROCESS - NOT AN OFFICIAL COPY

USDC unless otherwise specified by the Partner. This guarantee is absolute and binding and shall remain in full force and effect until the Principal Amount is paid in full to the Partner.

4. PARTNER ACCOUNT.

4.1. For every specific Contribution which is made by the Partner, subject to the required minimums, an Account will be created for the Partner. Such Account(s) will be reflected on monthly reports provided to Partner.

4.2. To register for an Account, the Partner must provide certain information about themselves as prompted by the Account registration form and process.

4.3. Goliath reserves the right to reject any registration request in its sole and absolute discretion, with or without providing a reason for such rejection.

4.4. The Partner represents and warrants that:

4.4.1. they are at least 18 years old (for individuals);

4.4.2. that all Contributions made in connection with this Agreement are completely legitimate and are not, whether directly or indirectly, the proceeds of any criminal or other illegitimate activities;

4.4.3. they understand that this is not an investment product or offering and that it is a genuine Joint Venture between the Parties;

4.4.4. they have not relied on information or advice from any other party, including Goliath, to enter into this Joint Venture and that the Partner is entering into this Joint Venture solely based on its own analyses and decisions; and

4.4.5. all required registration information submitted (or that will be submitted in the future) is truthful and accurate, and that they will maintain the accuracy of such information.

4.5. The Partner is responsible for keeping their Account details accurate and up to date. In the event of any change(s), the Partner shall notify Goliath in writing via email. Once the request has been received by Goliath, Goliath may, in its sole and absolute discretion, request additional information from Partner regarding the Account.

4.6. The Partner is responsible for maintaining the confidentiality of their Account information, and the Partner is fully responsible for all activities that occur under its Account. The Partner agrees to immediately notify Goliath of any unauthorized use, or suspected unauthorized use, of the Partner's Account or email or any other breach of security. Goliath will not be liable for any loss or damage arising from the Partner's failure to comply with the above requirements.

4.7. The Partner is not permitted to transfer their rights in or ownership of their Account(s) to any third party.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

5. MANAGEMENT AND DECISION MAKING.

5.1. For each Venture, the Parties will work together to decide which liquidity pools to engage in using their Contributions. Such pools shall include, but are not limited to, Bitcoin, Ethereum, and USDC.

5.2. The Parties understand and agree that any decisions relating to the Ventures and to the Contributions to be made under this Agreement shall be made by the Parties collectively. As such, each Party is making its own decision(s) and neither Party is providing any form of financial or investment advice to the other.

5.3. Goliath reserves the right to change or amend the methods of operation for the Venture(s) at its sole discretion, where, for example, Goliath has assessed the market conditions and decided that a different approach is more suitable for the Venture(s), and the Partner hereby authorizes Goliath to make such decisions on behalf of Partner.

5.4. Each Party shall be responsible for its own costs and expenses incurred in connection with each Venture and this Agreement and in performing its obligations in connection therewith. Neither Party shall be entitled to charge the other Party for such costs and expenses.

6. CONTRIBUTIONS.

6.1. For each Venture that the Partner participates in, the Partner shall contribute not less than $100,000 USD (the "**Minimum Contribution**") to the Venture. The Partner shall not be permitted to pool funds from third parties in order to meet the Minimum Contribution. The Minimum Contribution amount may be changed at any time by Goliath in its sole and absolute discretion.

6.2. The Parties agree that no Contributions shall be traded in U.S. regulated securities.

6.3. Goliath will only use its own funds and will not collect, pool together, or use funds of the Partner for other crypto initiatives and/or special projects not connected with the Venture(s).

6.4. The Partner shall send its Contribution(s) to the applicable and correct wallet address(es) as set forth below, or opt in to wire funds, or mail directly to:

BANK NAME: JP MORGAN CHASE
ACCOUNT NUMBER: 68568xxxx (**Redacted. To be provided after onboarding is completed.**)
ROUTING NUMBER: [redacted]
ADDRESS: 189 S Orange Ave STE 1800, Orlando, FL 32801
Swift Code: CHASUS33

Deposit wallets will be provided when the contract is completed.

If the Partner sends an amount less than the Minimum Contribution, the check or wire transfer will be returned to the Partner, and expenses or fees incurred by Goliath in connection with the same shall be charged back to the Partner.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

6.5. Neither Party shall be deemed to be managing the other Party's Contributions in any way whatsoever. Furthermore, the Contribution(s) from each Party shall be, at all times, considered under the ownership of that Party.

6.6. Goliath reserves the right to change the payment options and methods herein from time to time in its sole and absolute discretion, and the Partner will be notified of any such change.

7. DISTRIBUTION OF PROFITS.

7.1. Any profits that are generated from a Venture shall be distributed on a monthly basis as follows:

7.1.1. First, to the Partner as follows:

7.1.1.1. Six (6%) on Contributions and current balances. This is considered as a "grand-fathered" rate. If the Partner terminates this agreement and wishes to become a Partner again, they will be given the new Joint Venture agreement and applicable rates.

7.1.2. Next, Goliath shall be entitled to any remaining profits from a Venture.

7.2. The Partner shall have the option to have its monthly profits paid out to them on either a monthly or quarterly basis, as set forth in the table below.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

	Address Info:	**Payout Option**
Partner's Address	Partner Name (check payable to): Mehal Patel 5659 Sabbia Drive Address Round Rock TX 78665 City State Zip If not applicable - note N/A	Monthly Payout Monthly Rollover

PARTNER WIRE INFO:

BANK NAME: N/A

ACCOUNT NUMBER: N/A

ROUTING NUMBER/SWIFT: N/A

BANK ADDRESS: N/A

PARTNER WALLET INFO

Wallet	**Wallet Details**
The Partner's **BTC** Wallet Address	Wallet: Wallet Network: BTC If not applicable - note N/A
The Partner's **Ethereum** Wallet Address	Wallet: [redacted] Wallet Network: ERC20 If not applicable - note N/A
The Partner's **USDC**	Wallet: Wallet Network: ERC20 If not applicable - note N/A

7.3. The Partner shall ensure that the above information provided by the Partner is correct in all respects, as Goliath will not be liable or responsible in any way for any loss or damage as a result of incorrect information provided in the above table or by the Partner.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

8. WITHDRAWALS.

8.1. In the event a Party wants to withdraw all, or a portion of its Contributions made under this Agreement (each, a "**Withdrawal**"), the withdrawing Party shall send an email to the other Party to notify them of such Withdrawal. To withdraw all or a portion of the balance in the Partner's Account, the Partner shall send a request to Goliath. Goliath will, within a reasonable time from receipt of the Withdrawal notification, process the Withdrawal(s) and will use reasonable efforts to return the Partner's requested Withdrawal amount within 5 to 7 Business Days. Goliath shall send all Withdrawals requested by the Partner by wire to the Partner's address set forth in Section 7.2 above.

8.2. The Partner shall not request a Withdrawal amount which causes less than the Minimum Contribution amount to remain in the Account.

8.3. Goliath reserves the right to delay the Withdrawal process in this Section for up to 90 days in the event that Goliath suspects:

8.3.1. any suspicious or malicious activities;

8.3.2. system hacks and/exchange delays; or

8.3.3. other events which Goliath believes warrants further investigation.

9. CONFIDENTIALITY AND NONDISCLOSURE.

9.1. While participating in the Joint Venture under this Agreement, the Partner may have access to confidential or proprietary information regarding Goliath and its related business entities (the "**Confidential Information**"). The Partner acknowledges the proprietary and sensitive nature of the Confidential Information and the importance of maintaining the secrecy and confidentiality of such Confidential Information. The Confidential Information includes, but is not limited to, proprietary and confidential matters concerning certain know-how, data and/or other matters related to Goliath's current and proposed operations, as well as Goliath's clients, customers, vendors, security and financial information, technical data, drawings, designs, software, tapes, inventions, developments, processes, technology information, marketing strategies, targeting methods, business objectives and any information relating to the pricing, and research development or related information to which the Partner has gained access in connection with this Agreement. The Partner and its employees and supplier's agents and subcontractors and their employees, shall not, without the prior written consent of Goliath, disclose any Confidential Information to any third party, either orally or in writing, unless such disclosure is (i) required for its performance under this Agreement or (ii) required by law or legal or regulatory process. Unless otherwise required by law, the Partner shall not release or disclose any information concerning the terms and conditions of this Agreement to any third party unless prior written consent is obtained from Goliath.

9.2. The Partner: (i) shall not, without Goliath's prior written consent, disclose the Confidential Information in any manner except as expressly authorized by this Agreement, (ii) shall treat Confidential Information with at least the same degree of care that it treats its own confidential information, but in no event with less than a reasonable degree of care and (iii) shall use its best efforts to prevent disclosure of Confidential Information to

NOT AN OFFICIAL DOCUMENT - PUBLIC ACCESS - NOT AN OFFICIAL COPY

unauthorized parties. The Partner shall notify Goliath immediately of any loss or unauthorized disclosure or use of Confidential Information that comes to its attention.

9.3. The Partner shall only use the Confidential Information for the purpose of performing the Services under this Agreement and will restrict disclosure of the Confidential Information solely to those of its employees, agents and subcontractors with a need to know such Confidential Information for the purpose of performing such Services. The Partner will ensure that any such person permitted access to any portion of the Confidential Information is advised of its confidential nature and that it may be used only for the purposes enumerated hereunder.

9.4. The parties agree that any unauthorized use or disclosure of Confidential Information by the Partner may cause immediate and irreparable harm to Goliath for which money damages may not constitute an adequate remedy. In such event, the parties agree that Goliath may seek injunctive relief as appropriate.

9.5. If the Partner is directed by court order, subpoena or other legal or regulatory agency's request or similar process to disclose any of the Confidential Information, the Partner shall notify Goliath in writing, with a copy of such document attached, in sufficient detail immediately upon receipt of such court order, subpoena, legal or regulatory agency's request or similar process, in order to permit application by Goliath for an appropriate protective order.

9.6. All Confidential Information made available hereunder, including copies thereof, shall be returned to Goliath upon the first to occur of (i) termination of this Agreement or (ii) request by Goliath. Copies of any Confidential Information shall not be retained in any form by the Partner without the prior written consent of Goliath.

10. INTELLECTUAL PROPERTY.

10.1. The Partner acknowledges and agrees that Partner does not have any right to use Goliath's name or logo or any of Goliath's other property or intellectual property rights without the prior written consent of Goliath.

10.2. All information, data, reports, studies, object modules, executables, source code, flow charts, diagrams and other tangible or intangible material (collectively, "**Materials**") of any nature whatsoever produced by, for, or as a result of, the Joint Venture, and all copies of the foregoing, shall be the sole and exclusive property of Goliath, and such Materials shall be deemed "works made for hire," of which Goliath shall be deemed the author. The Partner shall make use of the Materials only as expressly permitted under this Agreement. To the extent that any Materials are not deemed to be "works made for hire," the Partner hereby irrevocably grants, assigns, transfers and sets over to Goliath all right, title and interest of any kind, nature or description in and to the Materials, including copyrights and any other intellectual property rights therein.

11. PUBLIC ANNOUNCEMENTS.

11.1. Neither party shall make, nor permit any person to make, any public announcement or communication, whether verbal or in writing, concerning the existence, subject matter, or terms of this Agreement, the transactions contemplated hereby, or the relationship between the Parties, without the prior written consent of the other Party.

NOT AN OFFICIAL COPY – PUBLIC ACCESS – NOT AN OFFICIAL COPY

12. REPRESENTATIONS AND WARRANTIES OF PARTNER.

12.1. The Partner represents and warrants to Goliath that:

12.1.1. the Partner has full power and authority to execute this Agreement and to fulfill its obligations hereunder;

12.1.2. all information, data and materials Partner provides under this Agreement are accurate and complete in all material respects as of the date provided, and

12.1.3 there are no claims, judgments, liens, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas or investigations of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity, pending or, to the Partner's knowledge, threatened against that Partner or any of its assets.

13. DISCLAIMER.

13.1 Partner expressly acknowledges that Goliath makes no representations, warranties or guarantees of any kind, express or implied, as to the success of any Venture and a Partner's right to receive any profits from any Venture.

14. INDEMNITY AND LIMITATION OF LIABILITY.

14.1. Partner hereby indemnifies, defends and holds Goliath harmless from and against any and all liabilities, penalties, damages, costs, judgments, settlements, attorneys' fees and disbursements, or other expenses of any nature whatsoever paid or incurred in connection with claims arising from Partner's (a) breach of any representation or warranty herein, or (b) breach of any terms of this Agreement.

14.2. Goliath will not be liable for damages that the Partner could have avoided by following Goliath's instructions or for damages caused by the Partner's failure to correctly follow any instructions in this Agreement.

14.3. Neither Party will be liable to the other Party for any losses or damages, whether in contract or tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

14.6.1. loss of profits, sales, business, or revenue.

14.6.2. business interruption.

14.6.3. loss of anticipated savings.

14.6.4. loss of business opportunity, goodwill, or reputation; or

14.6.5. any indirect, special, punitive, or consequential damages.

15. TERMINATION.

15.1. Either Party shall have the right to terminate this Agreement for its convenience, with or without cause, at any time during the Term upon thirty (30) days' prior written notice to the

NOT AN OFFICIAL COPY - PACER ACCESS - NOT AN OFFICIAL COPY

Other Party. Goliath may close the Partner's Account(s) and return the Partner's current amount of funds in the Partner's Account to the Partner at any time for any reason in Goliath's sole and absolute discretion in accordance with this Section 15. The Partner acknowledges and agrees that any termination of their Account may involve deletion of user content associated with such Account. Goliath will have no liability whatsoever to the Partner for any termination of this Agreement, including the termination of the Partner's Account except for Goliath's agreement to return the Partner's current amount of funds in the Partner's Account to the Partner.

15.2. Goliath shall have the right to immediately terminate this Agreement upon any of the following events:

15.2.1. gross negligence, willful misconduct, or fraud of the Partner.

15.2.2. the Partner files a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent;

15.2.3. the Partner makes an assignment for the benefit of creditors or takes other similar action for the protection or benefit of creditors;

15.2.4. the Partner breaches any material term of this Agreement, and such breach is incurable by Partner or, if such breach is curable, Partner fails to cure the breach within 10 days after notification by Goliath in writing to do so; or

15.2.5. if any representation or warranty of the Partner in Section 12 of this Agreement is found to be untrue or misleading.

15.3. The Partner shall have the right to terminate this Agreement upon written notice (which includes email) to Goliath. If the Partner terminates this Agreement (or any Account) in the middle of a week, any profit owed derived from that week will not be paid to the Partner.

16. EFFECTS OF TERMINATION.

16.1. The Partner acknowledges and agrees that once the Partner's Account(s) has been terminated, or once a termination notice has been received by either Party, the Partner shall no longer have the right to receive any profits or rewards after such date of termination.

16.2. All Sections of this Agreement which, either expressly or by their nature, are intended to survive the termination of this Agreement shall remain in full force and effect after such termination.

16.3. If the Partner whose Account(s) has been terminated wants to reapply for another Account, Goliath will have sole discretion in deciding whether or not to accept any such application.

16.5. Each Party shall remain responsible for its obligations with respect to actions and events prior to the termination of this Agreement.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

17. FORCE MAJEURE.

17.1. Goliath shall not be liable for any failure or delay in performing its material obligations where such failure or delay results from any cause that is beyond Goliath's reasonable control, including, but not limited to civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, or any other event that is beyond the reasonable control of Goliath.

18. ASSIGNMENT AND OTHER DEALINGS.

18.1. Goliath, in its sole discretion, may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all of its rights and obligations under this Agreement without the consent of the Partner.

18.2. The Partner shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any or all its rights and obligations under this Agreement without the prior written consent of Goliath.

19. NOTICES.

19.1. A notice given to a Party under or in connection with this Agreement shall be in writing and sent to the Party at the address or email address set forth in this Agreement. Any notification sent by email will be deemed received on the date of transmission.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

19.2. The Partner's information for all notices is as follows:

Legal name (of entity or person): Mehal Patel

Mailing Address: 5659 Sabbia Drive, Round Rock, Texas, 78665, USA

Phone: [redacted]

Email: mehalpatel1021@gmail.com

19.3. Goliath's information for all notices is as follows:

Legal name (of entity or person): Goliath Ventures, Inc.

Mailing Address: 189 S Orange Ave, STE 1800 Orlando, FL 32801-3261

Phone: (407) 793-4979

Email: agreement@goliathventuresinc.com

20. SEVERABILITY.

20.1. If any part or provision of this Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the Parties shall negotiate in good faith toward a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. NO PARTNERSHIP OR AGENCY.

21.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between the Parties, make any Party the agent of the other Party, or authorize one Party to make or enter into any commitments for or on behalf of the other Party, except as expressly provided in this Agreement.

21.2. Each Party agrees it is acting on its own behalf and not for the benefit of any other person.

22. WAIVER.

22.1. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

NOT AN OFFICIAL COPY PUBLIC ACCESS - NOT AN OFFICIAL COPY

23. COUNTERPARTS.

23.1. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

23.2. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. ENTIRE AGREEMENT.

24.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to the subject matter herein.

25. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION.

25.1. Any and all matters of dispute between the Parties to this Agreement and all questions relating to its validity, interpretation, remediation and enforcement, whether arising from the Agreement itself or from alleged extra-contractual dealings, interactions, or facts prior to or subsequent to the formation of the Agreement, shall be governed by, and the rights and responsibilities of the parties construed and enforced in accordance with, the laws of Florida, regardless of the legal theory upon which such matter is asserted and without regard to its conflict of laws principles. Any controversy or claim arising out of, related to, or in connection with this Agreement (a "**Claim**") which cannot be resolved by negotiation between the parties within thirty (30) days of either party giving notice to the other party of such Claim shall be submitted to mediation before a mutually agreeable mediator in Broward County, Florida. In the event mediation is unsuccessful, the Claim shall be settled, at the request of either party, by binding arbitration before the American Arbitration Association using the AAA's Commercial Arbitration Rules as in effect at the time the arbitration is commenced by written demand via notice to either party to this Agreement. The venue shall be in Broward County, Florida, and the arbitration shall be held before a single, neutral arbitrator who has experience in the financial services industry. The arbitrator shall decide the full scope and arbitrability of all claims, issues, and defenses to be heard and decided in the arbitration. The arbitrator shall provide a reasoned award and the parties shall each pay half of the costs and fees of the arbitration. The parties hereby consent to the subject matter and personal jurisdiction of the Federal and state courts in Broward County, Florida, U.S.A. for purposes of enforcement of any arbitration award in this Agreement, and any right to a trial by jury in any enforcement or post-enforcement proceedings is hereby expressly waived.

NOT AN OFFICIAL COPY

26. ATTORNEYS' FEES.

26.1. The prevailing Party shall be entitled to recover reasonable attorney's fees and costs in conjunction with any successful action brought to enforce or interpret this Agreement.

27. SUCCESSORS.

27.1 This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein and cannot be changed except by written agreement signed by both Parties.

28. SEVERABILITY.

28.1 In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

29. AMENDMENT.

29.1 No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

30. INSURANCE.

30.1 Goliath agrees and undertakes to obtain and maintain, at its sole cost and expense, all insurance coverage related to partner funds and the Joint Venture operation. Goliath maintains the right without review to modify and/or alter coverages at its sole discretion. Such insurance shall include, but not be limited to:

Cybersecurity & Data Breaches
Protection against unauthorized access, data theft, malware attacks, and privacy breaches. Includes regulatory fines, PCI compliance costs, and legal support.
Business Interruption & System Failure
Covers financial losses due to cyberattacks, system outages, or third-party service disruptions, ensuring continuity and operational stability.
Financial Fraud & Digital Crime
Safeguards against fraudulent fund transfers, invoice scams, telecom fraud, and theft from business accounts or crypto wallets.
Cyber Extortion & Ransomware
Coverage for ransomware attacks and cyber extortion threats, including expert response teams to mitigate damage.
Reputation & Crisis Management
Compensation for lost revenue and crisis expenses resulting from cyber incidents or adverse media events, helping to restore brand confidence.
Technology & Media Liability
Protection from legal claims related to technology services, software failures, or media misrepresentation.

NOT AN OFFICIAL COURT PUBLIC ACCESS - NOT AN OFFICIAL COPY

Fidelity Bond
Protection from losses sustained by theft from an employee or by any third party while funds are under the care, custody and control of Goliath or any related third party.

30.2 Additional details regarding all insurance related coverages are available upon request by emailing: agreement@goliathventuresinc.com.

[Signature page follows.]

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

This Agreement has been executed by the Parties through their duly authorized Representatives on the date(s) set forth below.

GOLIATH:

Goliath Ventures Inc.

By: Signed by: Chris Delgado 23188F3C98AB4EB... _____

Name: Chris Delgado

Title: CEO

Date: 5/9/2025

PARTNER:

By: DocuSigned by: 950358B73318454... _____

Name: Mehal Patel

Title: _____

Date: 5/9/2025

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT B

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

GOLIATH VENTURES

EXIT AGREEMENT

The Joint Venture Agreement you have entered with Goliath Ventures Inc., which was entered into on April 1, 2024, is being terminated at your request. This request has been made by Mehal Patel on January 9, 2026. The current account balance which will be remitted to you is $106,000.00.

Funds will be disbursed into the account you have on file once this Exit Agreement is executed by you and processed by Goliath. Once processed, monies shall be disbursed to you within seven to ten business days. This excludes weekends and all Holidays that our financial institutions are subject to.

The Partner understands that full disbursement of funds subject to this Exit Agreement voids the current Agreement in place. This includes all prior ratifications or codicils to said Agreement. Should the Partner wish to engage with Goliath in the future, the Partner understands they are subjected to a new Agreement with Goliath that may not mirror the Agreement currently being terminated.



Mehal Patel:

Date: 01/09/2026

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT 5

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

DECLARATION OF COLE BRANTLEY IN SUPPORT OF PLAINTIFFS' EMERGENCY VERIFIED EX PARTE MOTION TO APPOINT A RECEIVER

I, Cole Brantley, declare as follows:

1) I am over the age of eighteen (18) and competent to make this Declaration. I have personal knowledge of the facts stated in this Declaration. If called as a witness, I could and would testify competently to the facts stated herein.

2) On or about April 23, 2025, I entered into a written Joint Venture Agreement with Goliath Ventures, Inc. ("Goliath") (my "Personal JVA").

3) Under my Personal JVA, Goliath expressly represented and agreed that it "guarantees the return of [the] principal amount of capital deposited" and that the principal amount "shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture."

4) My Personal JVA also provides that if I request a withdrawal, I may do so by email, and Goliath will "within a reasonable time" process the withdrawal and "use reasonable efforts" to return the requested amount within five (5) to seven (7) business days.

5) I also invested through my IRA. My IRA investment was made through Madison Trust Company as custodian, using an IRA-owned limited liability company. On or about April 24, 2025, CGB LOIS T LLC (the "IRA LLC"), an IRA-owned limited liability company for my IRA, entered into a written Joint Venture Agreement with Goliath (my "IRA JVA"). I am the Manager of the IRA LLC.

6) My IRA JVA likewise provides that Goliath guarantees the return of the principal amount of capital deposited and that it will use reasonable efforts to return requested withdrawals within five (5) to seven (7) business days after a withdrawal request by email, subject to limited delay provisions stated in the agreement.

7) Pursuant to my Personal JVA, I deposited $700,000.00 in principal with Goliath. Pursuant to my IRA JVA, I deposited an additional $120,348.69 in principal through my IRA (via the IRA LLC). In total, I invested $820,348.69 into Goliath.

8) Over time, Goliath represented to me that my balances were growing through compounding. Based on the most recent reporting and information provided to me by Goliath:

a) My Personal JVA balance was represented as $1,113,078.00, consisting of $700,000.00 principal and $413,078.00 in additional compounded amounts; and

b) My IRA JVA balance was represented as $177,392.47, consisting of $120,348.69 principal and $57,043.78 in additional compounded amounts.

c) Total money represented as owed (including compounding): $1,290,470.47

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

9) Goliath made some payments to me that it represented were distributions/returns. In total, I received $65,575.93 in distributions.

10) Despite the principal-guarantee and withdrawal provisions in my agreements, and despite my requests that Goliath return my funds and pay what is owed, Goliath has not returned my money. Based on the figures above:

a) Total net loss of principal: $754,772.76 (i.e., $820,348.69 principal invested minus $65,575.93 distributions received); and

b) Total net loss of all money owed (including compounding): $1,224,894.54 (i.e., $1,290,470.47 total owed minus $65,575.93 distributions received).

11) I do not control, and have never controlled, any Goliath corporate bank accounts, crypto wallets, private keys, exchange accounts, or internal ledgers. I cannot verify where my money is being held or whether it is being moved. As a result, I have no practical way to prevent dissipation or transfer of assets absent Court intervention and Court control.

12) I am submitting this Declaration in support of Plaintiffs' Emergency Verified Ex Parte Motion to Appoint a Receiver because, based on my experience with Goliath, I believe Court-supervised control is necessary to secure and preserve remaining assets and records for the benefit of victims and creditors, including myself.

I declare under penalties of perjury that I have read the foregoing Declaration and that the facts stated in it are true.

Cole Brantley

COLE BRANTLEY

February 27, 2026 | 6:46 PM EST

DATE

NOT AN OFFICIAL COPY - PUBLIC ACCESS

EXHIBIT 6

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

DECLARATION OF BENJAMIN EPSTEIN, AS MANAGER OF ECLYFE LLC, IN SUPPORT OF PLAINTIFFS' EMERGENCY VERIFIED EX PARTE MOTION TO APPOINT A RECEIVER

I, Benjamin Epstein, declare as follows:

1) I am over the age of eighteen (18) and competent to make this Declaration. I have personal knowledge of the facts stated in this Declaration. If called as a witness, I could and would testify competently to the facts stated herein.

2) I am the Manager of ECLYFE LLC ("ECLYFE"). I am authorized to make this Declaration on behalf of ECLYFE.

3) ECLYFE Is a Florida Limited Liability Company. ECLYFE is a limited liability company organized and existing under the laws of the State of Florida.

4) On or about April 7, 2025, ECLYFE entered into a written Joint Venture Agreement with Goliath Ventures, Inc. ("Goliath") (the "ECLYFE JVA").

5) Under the ECLYFE JVA, Goliath expressly represented and agreed that it guarantees the return of the principal amount of capital deposited by ECLYFE in connection with the Joint Venture, and that the principal shall be fully reimbursed, without diminution or impairment, regardless of the performance or outcome of the Joint Venture.

6) The ECLYFE JVA also provides that withdrawals are requested by email notice and that Goliath will, within a reasonable time, process withdrawals and use reasonable efforts to return the requested withdrawal amount within five (5) to seven (7) business days, subject to limited delay provisions stated in the agreement.

7) ECLYFE transmitted a total of $4,000,000.00 to Goliath. A true and correct copy of ECLYFE's transaction report reflecting these transfers and related receipts is attached as Exhibit A.

8) The transaction report attached as Exhibit B reflects the following outgoing transfers from ECLYFE to Goliath (among other entries), totaling $4,000,000.00:

a) $500,000.00 outgoing wire on or about December 26, 2023, to Goliath;

b) $500,000.00 outgoing wire on or about September 23, 2024, to Goliath;

c) $500,000.00 outgoing wire on or about November 21, 2024, to Goliath;

d) $500,000.00 outgoing wire on or about February 26, 2025, to Goliath;

e) $500,000.00 outgoing wire on or about April 24, 2025, to Goliath;

f) $500,000.00 outgoing wire on or about May 28, 2025, to Goliath; and

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

g) $1,000,000.00 outgoing wire on or about July 24, 2025, to Goliath.

9) ECLYFE received incoming wire transfers and other credits totaling $2,210,000.00 that were associated with ECLYFE's relationship with Goliath and the program described in the ECLYFE JVA. These receipts included periodic payments that were represented and understood to be "interest" or monthly distributions, as well as a larger wire labeled as a termination/redemption.

10) ECLYFE's Net Loss Is $1,790,000.00. Based on ECLYFE's records and the transaction report:

a) Total funds transmitted to Goliath: $4,000,000.00

b) Total funds received back (distributions/returns): $2,210,000.00

c) Net unrecovered amount / loss: $1,790,000.00

12. Despite Goliath's contractual promises—especially the principal guarantee and the requirement that withdrawals be timely processed—and despite demand, ECLYFE has not recovered the remaining $1,790,000.00 shown above.

13. ECLYFE does not control, and has never controlled, any Goliath corporate bank accounts, crypto wallets, private keys, exchange accounts, or internal ledgers. ECLYFE cannot verify where its funds are presently held or whether they are being moved, transferred, commingled, concealed, or dissipated.

14. I am submitting this Declaration in support of Plaintiffs' Emergency Verified Ex Parte Motion to Appoint a Receiver because, based on ECLYFE's experience and the amounts at issue, I believe Court-supervised control is necessary to secure and preserve remaining assets and records for the benefit of victims and creditors, including ECLYFE.

I declare under penalties of perjury that I have read the foregoing Declaration and that the facts stated in it are true.

BENJAMIN EPSTEIN

BENJAMIN EPSTEIN
AS MANAGER OF ECLYFE, LLC

February 27, 2026 | 4:20 PM PST

DATE

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT 7

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

AO 91 (Rev. 11/11) Criminal Complaint

UNITED STATES DISTRICT COURT

for the

Middle District of Florida

United States of America
v.
Christopher Alexander Delgado

Case No. 6:26-mj-1240

Defendant(s)

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of February 1, 2024 in the county of Orange in the Middle District of Florida, the defendant(s) violated:

Code Section	*Offense Description*
18 U.S.C. § 1343	Wire Fraud
18 U.S.C. § 1957	Money Laundering

This criminal complaint is based on these facts:

See attached affidavit

☐ Continued on the attached sheet.

[redacted]
Complainant's signature

[redacted] Special Agent, IRS-CI
Printed name and title

Sworn to before me over the telephone or other reliable electronic means and signed by me pursuant to Fed. R. Crim. P. 4.1 and 4(d).

Date: 2/20/26

Leslie Hoffman Price
Judge's signature

City and state: Orlando, Florida

HON. LESLIE HOFFMAN PRICE
Printed name and title

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

STATE OF FLORIDA **CASE NO. 6:26-mj-1240**

COUNTY OF ORANGE

AFFIDAVIT IN SUPPORT OF CRIMINAL COMPLAINT

I, [redacted], being duly sworn, hereby depose and state as follows:

INTRODUCTION AND AGENT BACKGROUND

1. I submit this affidavit in support of a criminal complaint against Christopher Alexander DELGADO for one count of 18 U.S.C. § 1343 (wire fraud) and one count of 18 U.S.C. § 1957 (money laundering).

2. I am a Special Agent of the Internal Revenue Service, Criminal Investigation (IRS-CI), and have been so employed since 2021. My official duties as a Special Agent with IRS-CI include conducting complex financial investigations of individuals and businesses for violations of federal law, including tax-related financial crimes, money laundering, and bank and wire fraud. Prior to my employment with IRS-CI, I was a Special Agent with the United States Secret Service. I hold a Bachelor of Science Degree in Finance from the University of Central Florida.

3. The facts set forth in this affidavit are based on my own personal knowledge, knowledge obtained from law enforcement officers, reviews of documents related to this investigation, communications with others who have personal knowledge of the events and circumstances described herein, and

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

information gained through my training and experience and the training and experience of others.

4. Because I am submitting this affidavit for the limited purpose of securing a criminal complaint, I have not included every fact that I know about this investigation, nor have I included every fact I know about the full scope of the scheme. Instead, I have set forth only those facts that I believe are necessary to establish probable cause that DELGADO has violated 18 U.S.C. § 1343 and 18 U.S.C. § 1957.

SUMMARY

5. As set forth in more detail below, DELGADO operated GOLIATH as a Ponzi scheme whereby victims were solicited to invest[1] substantial sums of money under false and fraudulent promises of monthly returns, which were sometimes presented as guaranteed or low risk, generated through cryptocurrency "liquidity pools." Victims were induced to give money to GOLIATH through personal referrals, professional marketing materials, luxury events, charitable sponsorships, and some monthly payments of purported returns, all of which were designed to establish GOLIATH's bona

[1] GOLIATH's Joint Venture Agreement contained a provision that stated "[t]he Parties acknowledge and agree that this Agreement, and the Joint Venture and activities contemplated hereunder, are not an investment product, investment offering, investment advice, or a security in any way whatsoever." Regardless, many of the victims understood the money they sent to GOLIATH to be for investment purposes because they expected to receive returns on the money based on GOLIATH's marketing materials and their contracts.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

fides with investors. Because of these false and fraudulent representations, DELGADO and his co-conspirators obtained at least $328 million from victim investors.

6. Although DELGADO and his co-conspirators represented that GOLIATH would place the funds it obtained from victim investors in cryptocurrency liquidity pools, in reality, investor funds were primarily used to pay purported returns to earlier investors, to return principal to investors who requested it, and for DELGADO's personal expenditures. Investigation showed that the vast majority of funds were not invested into liquidity pools.[2]

7. Examples of personal expenditures that DELGADO made using victim funds include:

a. the purchase of the real property in Winter Park, Florida, in July 2025 for approximately $3.2 million;

b. the purchase of the real property in Kissimmee, Florida, in December 2024 for approximately $1.15 million;

c. the purchase of the real property in Windermere, Florida, in September 2025 for approximately $8.5 million; and

d. the purchase of the real property in Sanford, Florida, in August 2024 for approximately $1.65 million.

[2] Blockchain analysis showed that approximately $1.5 million was sent to Uniswap, a decentralized exchange.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

8. DELGADO and his co-conspirators took various steps to hide the fraudulent scheme from the investors and to maintain their trust, including: (1) providing investors fabricated statements related to their investment that purported to show returns when there were none, (2) providing investors with bogus explanations for delayed payments and redemptions, and (3) allowing some investors to collect more money from GOLIATH than they initially invested, which allowed GOLIATH to continue operating because investors did not realize their returns were paid from other investors' money.

9. Beginning in late 2025, when investors attempted to withdraw their principal or purported returns, GOLIATH delayed payments, provided shifting explanations, and ultimately restricted or terminated investor access to purported information about their investments.

RELEVANT TERMS

10. A "Ponzi scheme" is a form of investment fraud that involves the payment of purported returns to existing investors from funds contributed by new investors. Ponzi scheme organizers often solicit new investors by promising to invest funds in opportunities claimed to generate high returns with little or no risk. Rather than engaging in any legitimate investment activity, the fraudulent actors focus on attracting new money to make promised payments to earlier investors as well as to divert "invested" funds for personal use.

11. "Fiat currency" is any type of government-issued currency, such as the United States dollar, that is used as legal tender by a specific nation,

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

government, or region's citizens. Fiat currency is not backed by a physical commodity, but instead by the government that issued it.

12. "Cryptocurrencies," such as Bitcoin and USD Coin ("USDC"), are electronically sourced units of value that exist on the internet. USDC is a U.S. dollar-pegged cryptocurrency designed to maintain a value of one U.S. dollar per token. Cryptocurrencies are generated and tracked through computer software in a peer-to-peer network, rather than issued from a government or other entity. Users of cryptocurrencies send units of value to and from "addresses," which are unique strings of numbers and letters that function like a public account number. Cryptocurrency transactions are recorded on a publicly available, distributed ledger, often referred to as a "blockchain."

13. A "blockchain" is a distributed database maintained across a network of computers. Each transaction is grouped into a "block," which is then cryptographically linked to the previous block, forming a chronological and tamper-resistant chain. Once a transaction is recorded on the blockchain, it cannot be altered or deleted without detection.

14. Cryptocurrency ownership is controlled by cryptographic keys. A "public address" functions similarly to a bank account number and is used to receive cryptocurrency. A corresponding "private key" is required to authorize transactions and transfer cryptocurrency from one address to another. Possession of the private key allows the holder to control and move the

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

cryptocurrency. Private keys may be stored in various forms, including software applications, hardware devices, written records, or cloud-based storage.

15. Cryptocurrency may be stored in digital "wallets," which can exist as applications on computers or mobile devices, online accounts hosted by cryptocurrency exchanges, or specialized physical devices known as hard wallets.

16. A "cryptocurrency exchange," such as Coinbase, is a type of digital currency exchange where cryptocurrency can be bought, sold, and traded for fiat currency or other digital assets.

17. Coinbase is a United States-based cryptocurrency exchange and financial technology company that operates an online platform through which individuals and entities can buy, sell, transfer, store, and manage digital assets, including cryptocurrencies such as Bitcoin and USDC. Coinbase provides hosted digital wallets, brokerage services, and trading functionality that allow users to convert fiat currency into cryptocurrency and vice versa. Coinbase accounts are typically associated with verified user identities and may be linked to bank accounts, debit cards, or other payment methods to facilitate deposits and withdrawals. The platform maintains records of account activity, including transactions, transfers, and balances.

18. A "decentralized exchange" is a peer-to-peer marketplace that connects cryptocurrency buyers and sellers. In contrast to centralized exchanges, such as Coinbase, decentralized platforms are non-custodial, meaning a user

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

remains in control of their private keys when transacting on a decentralized exchange. In the absence of a central authority, decentralized exchanges employ smart contracts that self-execute under set conditions and record each transaction to the blockchain.

19. A "smart contract" is a digital agreement stored and executed on a blockchain network. Smart contracts are programmed to perform specific actions once predefined conditions trigger them.

20. A "liquidity pool" is a crowdsourced pool of coins or tokens that are locked in a smart contract and used to facilitate trades between those assets on a decentralized exchange. Liquidity pools enable users to buy and sell cryptocurrency on decentralized exchanges or "DeFi" platforms, such as Uniswap, without the need for centralized exchange.

21. Liquidity pools are typically funded by individuals who deposit pairs of cryptocurrency tokens into the pool. Depositors typically receive a portion of transaction fees or other incentives generated by trading activity within the pool. Trades conducted through liquidity pools are executed automatically by smart contracts. These formulas adjust the price of assets in the pool based on supply and demand. As trade occurs, the balances of the pooled assets change, and the value of a depositor's share of the pool may increase or decrease accordingly.

22. GOLIATH VENTURES ("GOLIATH"), formerly known as Gen-Z Venture Firm, was established in Florida in February 2019. DELGADO

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

served as the President and a Director of Gen-Z Venture Firm. In September 2021, Gen-Z Venture Firm changed its name to GOLIATH. DELGADO served as the President and Chief Executive Officer of GOLIATH.

23. According to information provided to potential investors, including marketing materials and GOLIATH's website, GOLIATH is "a joint venture private fund that invested in blockchain and cryptocurrency projects." GOLIATH further characterized itself as "a pioneering firm specializing in blockchain development and decentralized finance strategies" and purported to leverage "liquidity pools to facilitate passive income generation, enhance market efficiency, and provide qualified investors with access to innovative financial opportunities."

PROBABLE CAUSE

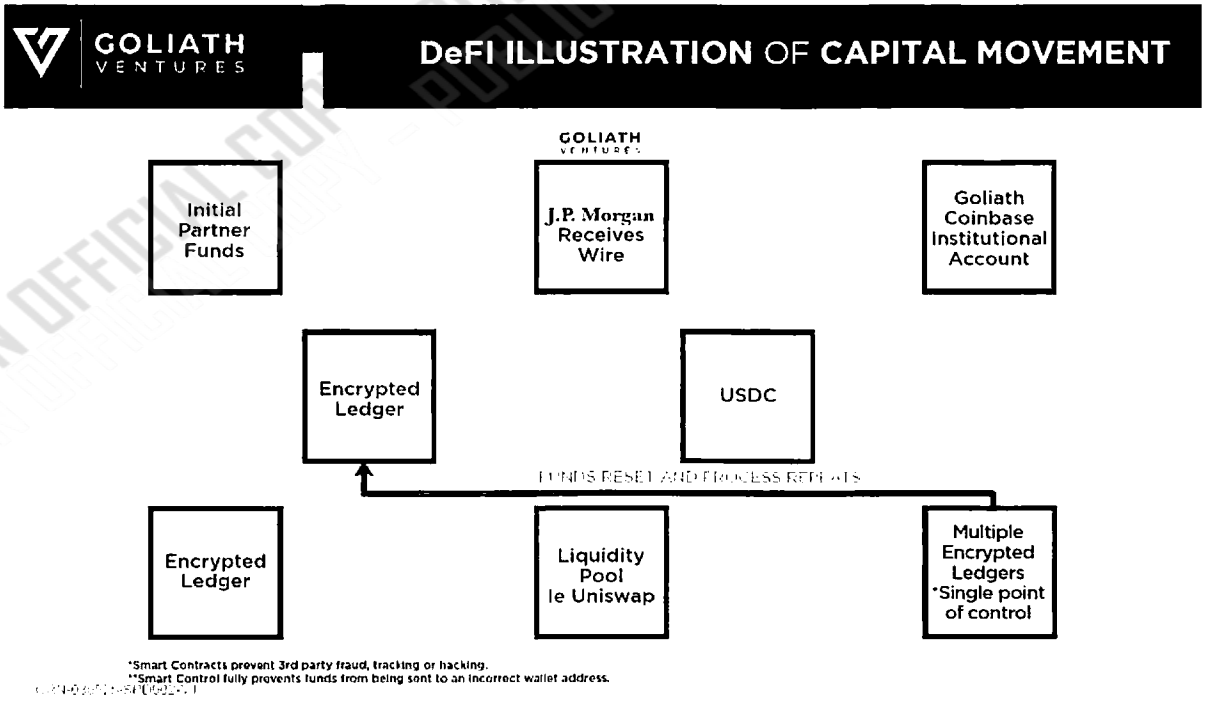
24. This affidavit first describes the information provided to potential investors to solicit their funds, then describes the promises that GOLIATH, through DELGADO, made in contracts, and then describes how money moved through GOLIATH's bank accounts and cryptocurrency wallet. The affidavit goes on to explain how GOLIATH and DELGADO's use of investors' money differed from what was promised through marketing materials and contracts. Finally, the affidavit provides examples of two investors' experiences with GOLIATH and DELGADO. One investor lost approximately $720,000, despite promises from GOLIATH that he would get a guaranteed return and that his investment could be returned at any time. The other investor recovered his funds

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

and the promised interest, though he had to communicate directly with DELGADO to do so, and DELGADO pushed back against the investor's recovery of his money.

Solicitation of Investor Funds, Contracts, and GOLIATH's Online Portal

25. From January 2023 through January 2026, investors were told by DELGADO and GOLIATH directors through presentations and marketing materials that their funds would move from a traditional bank account in the name of GOLIATH to Coinbase, then to an "encrypted ledger," and ultimately into liquidity pools where returns would be generated. The following is a representation of GOLIATH's investment cycle that was presented to investors through marketing materials.



NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

26. From January 2023 through January 2026, GOLIATH entered into "Joint Venture Agreements" with victim investors. These agreements were often signed by DELGADO on behalf of GOLIATH. In these agreements, GOLIATH would "partner" with victim investors and purport to enter a joint venture that would utilize investor funds to make deposits into liquidity pools. The Joint Venture Agreements outlined terms and conditions of the investments, including details about how GOLIATH would invest in liquidity pools and the distribution of the return on the investors' investment. The Joint Venture Agreements sometimes guaranteed monthly returns ranging from three to eight percent or guaranteed the return of an investor's principal. Investors were offered the option to withdraw their monthly return or "roll over" monthly returns, increasing their account balances. GOLIATH employed associates, known as directors, who were responsible for soliciting investors on behalf of GOLIATH. GOLIATH represented to investors that the company would generate its revenue by charging fees to investors.

27. Investors were provided with regular account updates through their online portals reflecting consistent monthly gains. Investors could access their account through an online portal, including a mobile application.

28. As described further herein, though, the information provided in the investment materials, the contracts, and the online portal was false and fraudulent as the investors' funds were neither used as promised nor used for any investment activity, with the possible exception of the approximately $1.5

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

million deposited in Uniswap referenced above, and were instead primarily maintained essentially as cash in GOLIATH's bank accounts and cryptocurrency wallets.

GOLIATH's Bank Accounts and Coinbase Wallets

29. While in operation, GOLIATH held business bank accounts at JP Morgan Chase and Bank of America. IRS-CI Investigative Analyst Noel Martinez reviewed records from GOLIATH's JP Morgan Chase business account ending in 0305 (hereinafter "the JPMC 0305 account") and GOLIATH's Bank of America business account ending in 9136 (hereinafter "the BOA 9136 account") for the period from January 2023 through September 2025.

30. DELGADO was the sole signatory on the JPMC 0305 account in the name of GOLIATH. DELGADO controlled the account.[3] GOLIATH directors told at least one investor that DELGADO determined how investor funds would be allocated and directed transfers from GOLIATH accounts. In addition, bank records establish that DELGADO used funds from this account for several personal expenditures, including a wire transfer of $358,890.46, on or about August 5, 2024, towards the purchase of real property in Sanford, Florida 32771, in August 2024, which is titled in his name. The fact that DELGADO

[3] Based on my training and experience, executive officers of large corporations usually delegate authority to associates to make certain transfers, including expenses for nominal amounts, from business bank accounts. Based on my training and experience, I would expect the signatory on a bank account to maintain oversight of the account.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

used the account to fund his personal expenses supports my belief that he had ultimate control of the account.

31. DELGADO was a co-signor on the BOA 9136 account in the name of GOLIATH. While other individuals may have had access to the account, GOLIATH directors told at least one investor that DELGADO controlled the account and that he determined how investor funds would be allocated and directed transfers from the account. In addition, DELGADO used funds from the account for several personal expenditures, including a wire transfer of $500,000, on or about July 30, 2025, towards real property in Windermere, Florida, in September 2025, which is titled in his name. As with the JP Morgan Chase account, DELGADO's use of the Bank of America account to fund his personal expenses supports my belief that he had ultimate control of the account.

32. DELGADO was the sole signatory on GOLIATH's Coinbase wallets. GOLIATH directors told at least one investor that DELGADO determined how investor funds were allocated and directed transfers from this wallet.

33. Funds sent to GOLIATH from investors were primarily deposited into the JPMC 0305 account or the BOA 9136 account or transferred directly to GOLIATH's wallets at Coinbase. For example:

a. From January 2023 through June 2025, approximately $253 million was deposited into the JPMC 0305 account.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

b. From May 2025 through September 2025, approximately $75 million was deposited into the BOA 9136 account.

c. From January 2023 through January 2026, approximately $62 million was received by GOLIATH's wallets at Coinbase.

34. From January 2023 to September 2025, approximately $165 million was sent to GOLIATH's Coinbase wallets from the JPMC 0305 account and the BOA 9136 account.

a. From January 2023 through June 2025, approximately $123 million from the JPMC 0305 account to GOLIATH's wallets at Coinbase.

b. From May 2025 through September 2025, approximately $42 million from the BOA 9136 account to GOLIATH's wallets at Coinbase.

Fraud

35. DELGADO, individually and through authorized representatives, made the following false and fraudulent representations to victim investors to induce them to give money to GOLIATH purportedly for deposits into cryptocurrency liquidity pools:

a. GOLIATH's marketing materials represented to investors that their funds would be deployed into a structured and actively managed DeFi liquidity pool strategy, primarily focused on USDC pairing on Uniswap. The materials described sophisticated risk management tools—including stop-loss mechanisms, slippage monitoring, and centralized exchange hedging—and portrayed the strategy as a

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

disciplined, yield-generating liquidity pool program designed to benefit accredited investors. These representations were materially false and misleading because, despite raising approximately hundreds of millions of dollars from investors, GOLIATH deployed only about $1 million into any liquidity pool. The overwhelming majority of investor funds were not used in the liquidity pool strategy described in marketing materials, directly contradicting the core representations that investor capital would be allocated to and managed within such DeFi liquidity pools.

b. The Joint Venture Agreement ("Agreement"), which GOLIATH commonly presented to investors, falsely represented to the victim investors that their funds would be invested into cryptocurrency liquidity pools. The Agreement falsely assured the investors that the liquidity pools would run on one or more exchanges (such as Uniswap).

c. The Agreement falsely represented to the investors that any profits generated from a Venture would be distributed on a monthly basis and that the investor had the option of selecting either a monthly payout or a monthly rollover wherein the profits would be reinvested.

d. The Agreement falsely represented to the investors that an investment in a Venture would generate a monthly return on investment of three to eight percent. Returns were sometimes described as guaranteed, and some investors were told that their principal was guaranteed.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

e. The Agreement falsely told investors that they could remove their money at any time.

f. DELGADO often signed these contracts on behalf of GOLIATH.

g. GOLIATH provided investors with access to an online account portal that purported to display real-time account activity, including invested principal and returns earned. While the amounts of principal invested were accurately reflected, the reported returns were materially false and misleading. In reality, little to no investor funds were deployed into the investment strategy described, and the "returns" displayed in the portal were not generated from actual trading or liquidity pool activity. Instead, the returns were artificially calculated and manipulated to match the rate of return offered to each investor, creating the false appearance of legitimate investment performance.

36. Based on analysis of bank records and blockchain for the period January 2023 through January 2026, GOLIATH invested little, if any, investor funds in cryptocurrency investments. Instead, GOLIATH used investor funds to pay phony returns to earlier investors. Despite false representations to investors, only a nominal amount of investor funds were transferred to liquidity pools. Instead, investor funds were either held in traditional bank accounts or, if they converted to cryptocurrency, were held as USDC, a cryptocurrency "stablecoin" which is pegged to the United States dollar.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

37. At the request of IRS-CI, Chainalysis Government Solutions, LLC ("CGS")[4] analyzed the flow of cryptocurrency related to GOLIATH's known cryptocurrency wallets, including relevant documents from Coinbase exchange and investors, through a blockchain analysis. CGS analysis confirmed that investor funds were moved between traditional accounts or converted to USDC, but they were not deposited into liquidity pools, with the possible exception of the approximately $1.5 million deposited in Uniswap referenced above, or used for other investment activity. The funds from GOLIATH's cryptocurrency wallets were transferred to wallets held by representatives of GOLIATH and to wallets held by investors.

38. For example, from January 2023 through June 2025, approximately $50 million from the JPMC 0305 account was sent to investors purportedly as returns on investments. Although GOLIATH falsely represented that these payments were returns on investments, they primarily were funded with money held in the JPMC 0305 account that investors sent to GOLIATH for investing purposes. They were not returns from any investment activity.

39. From May 2025 through September 2025, approximately $11 million from the BOA 9136 account was sent to investors purportedly as returns on investments. These funds primarily originated from funds held in the BOA

[4] CGS provides blockchain analysis and investigation software (Reactor) to government agencies. Reactor allows investigators to trace and visualize, across multiple blockchains, transactions linked to criminal activity.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

9136 account that investors sent to GOLIATH for investing purposes and were not returns from any investment activity.

40. Funds from investors were also used to pay for GOLIATH's corporate spending, including payments for corporate credit cards, extravagant business gatherings, Christmas parties, and luxury travel accommodations.

41. Investors' balances and returns reflected in the GOLIATH accounts, as provided to investors through GOLIATH's online portal, were fictitious and not tied to actual investment of their money in a liquidity pool. Instead, balances were artificially manipulated to reflect promised returns, creating a false appearance of consistent profitability. For example, account overviews for GOLIATH investors reflected "Monthly Distribution Rates" and "Monthly Distribution Balances" that purported to reflect returns on investment. In reality, there were no such returns. An example of a GOLIATH account overview is pictured below; it demonstrates that the information provided to investors was simplistic and did not show any investment- or liquidity-pool-specific particulars.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Current Account Balance	$122,892.84
Monthly Distribution Balance	$6,144.64
Total Contributions	$0.00
Monthly Distribution Rate	5.00%
Exec Partner	[redacted]
User ID	[redacted]

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Money Laundering

42. Coinbase accepts both ACH payments and Fedwire transfers in the United States. Coinbase partners with Plaid as a third-party intermediary to link external bank accounts for ACH transfers and partners with Cross River Bank to support Fedwire transfers of fiat currency to and from Coinbase.

43. Cross River Bank is headquartered in Fort Lee, New Jersey. Coinbase customers are provided with a routing and account number which Cross River Bank processes on their behalf to apply funds to Coinbase account.

44. GOLIATH's Coinbase account was linked to the JPMC 0305 account and capable of conducting both ACH (Automated Clearing House)[5]

[5] The ACH network is a nationwide electronic fund transfer system operated through the Federal Reserve and national clearing centers. It connects most U.S. banks and credit

and Fedwire[6] transactions. From October 2022 to February 2025, all deposits of fiat currency into GOLIATH wallets were Fedwire deposits. Based on my training and experience, both ACH transactions and Fedwire transactions involve interstate wires.

45. Analysis of bank records showed that GOLIATH electronically transferred funds to Coinbase from the JPMC 0305 account. Specifically, on or about February 1, 2024, DELGADO, did knowingly engage in a monetary transaction by through or to a financial institution, affecting interstate commerce, in criminally derived property of a value greater than $10,000, that is the transfer of $300,000 of U.S. currency, such property having been derived from a specified unlawful activity, that is, wire fraud. This transfer included $40,000 that Investor 1 had given to GOLIATH on February 1, 2024, with the understanding that it would be used in a liquidity pool, as will be described in more detail below. The transfer also included the money of other investors given with a similar understanding.

46. Prior to the $300,000 transfer to Coinbase on February 1, 2024, the JPMC 0305 account had a $10.5 million balance. Because this account was funded almost exclusively with investor funds, there is probable cause to believe

---

unions, enabling the electronic, batch-processed debits and credits between financial institutions across state lanes.

[6] Fedwire is an electronic funds-transfer system operated by the 12 Federal Reserve Banks. It acts as a national, high-speed network that settles large-value, real-time payments across state lines, connecting financial institutions throughout the country.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

that the entire balance in the account on February 1, 2024 constituted proceeds of the wire fraud. Further review of account records revealed that approximately $956,990 of investor funds were deposited via wire transfers between January 31, 2024, and February 1, 2024, and no withdrawals were made prior to the $300,000 transfer. Therefore, using the last-in, first-out ("LIFO") accounting principle, the entire $300,000 transfer to Coinbase was funded with wire fraud proceeds.

Investor 1

47. As part of the investigation into GOLIATH, IRS-CI Special Agent Richard Smith interviewed Investor 1, a resident of Seminole County, Florida. Investor 1 demonstrates how GOLIATH solicited investors and made false promises to them about how their money would be used; ultimately, Investor 1 lost approximately $720,000.

48. Investor 1 told SA Smith that he was introduced to GOLIATH through an acquaintance, who stated to Investor 1 that he had invested approximately $1,000,000 with GOLIATH and was receiving consistent monthly returns. The acquaintance introduced Investor 1 to a representative of GOLIATH. During an in-person meeting in Seminole County, Florida, the GOLIATH representative and the acquaintance presented to Investor 1 an investment opportunity described as participation in cryptocurrency liquidity pools with guaranteed monthly returns of seven percent.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

49. Investor 1 was instructed to establish a Coinbase account to receive payouts. In March 2023, he initially invested $10,000 and received a first-month payout of approximately $700, representing a seven percent monthly return. The initial payment and subsequent payments were timely and consistent, which reinforced Investor 1's belief that the investment was legitimate and low risk.

50. GOLIATH's agreement with Investor 1 was memorialized in a "Joint Venture Agreement" on June 23, 2023. DELGADO signed the agreement on behalf on GOLIATH. The agreement falsely represented that the funds would be invested in liquidity pools:

3. JOINT VENTURE

3.1. In executing this Agreement, the Parties have agreed to enter a joint venture for the purpose of carrying out the particular project of utilizing their cryptocurrencies by making Contributions into liquidity pools which shall run on one or more exchanges (such as Uniswap) and shall involve the pairing of a combination of cryptocurrencies to exchanges wherein, in lieu of interest, an exchange pays exchange fees for the use of the pairing to create liquidity. Each liquidity pool that the Parties collectively decide to contribute to shall be considered a "**Venture**".

51. The agreement also set forth the so-called "Distribution of Profits" and guaranteed a return of seven percent monthly:

6. DISTRIBUTION OF PROFITS

6.1. From any profits that are made, the distribution of profits will be as follows:

6.1.1. The Partner shall be entitled to monthly profits generated by its Contributions, ("**Profit(s)**"):

6.1.1.1. **For Ethereum, Bitcoin, and USDC:** profit margins will deliver 7% monthly, paid in USDC.

52. In December 2023, Investor 1 attended a GOLIATH-hosted investor event at the Four Seasons Resort in Orlando, Florida. Investor 1 described the event as extravagant and professionally organized, with numerous

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

attendees, which further reinforced his belief that GOLIATH was a legitimate, well-capitalized enterprise.

53. In May 2024, Investor 1 became involved with a charitable organization and learned that GOLIATH was a major sponsor. Through this involvement, Investor 1 met DELGADO, whose public association with charities and community events further induced Investor 1 to trust the legitimacy of GOLIATH.

54. Based on the representations about the cryptocurrency liquidity pool investment made by the GOLIATH representative and the acquaintance and the consistency of the early payouts, Investor 1 continued investing additional funds and reinvesting purported returns. Between mid-2023 and late 2024, Investor 1 invested approximately $720,000. Of this amount, approximately $420,000 was transmitted via domestic wire transfers from Investor 1's personal bank account, and approximately $300,000 was transmitted via cryptocurrency transfers from Investor 1's Coinbase account to wallet addresses provided by GOLIATH. Specifically, on or about the following dates, DELGADO, for the purpose of executing the aforesaid scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations and promises, did knowingly, and with intent to defraud, cause Investor 1 to transmit by means of wire in interstate commerce, the following funds:

a. $40,000 on February 1, 2024;

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

Case 26-01243-LHP Doc 264 Filed 07/24/26 Page 402 of 432

b. $110,000 on March 26, 2025.

55. In late 2025, GOLIATH began delaying payments to the victim investors and attributed the delays to audits, banking issues, and compliance matters. Despite repeated assurances made by GOLIATH that payments would resume, the explanations changed over time, and no supporting documentation was provided. Investor 1 was advised that payments would resume on or about December 18, 2025, however, no additional payments were ever made.

56. In early January 2026, Investor 1 requested an exit from the "Joint Venture" with GOLIATH and requested a return of $862,000 in principal and accrued returns. On January 9, 2026, GOLIATH represented that his funds would be returned:

[redacted]

This thread is correct. We have your exit pending signature and between our pending pay (October and November) we have a total of $862,800 going back to you.

$42,000 for October
$50,400 for November
$720,000 exit for December and the earned distribution of $50,400.

Best,

GOLIATH VENTURES

[redacted]

goliathventuresinc.com

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

57. After Investor 1 contacted his bank to request wire reversals[7] and filed a police report with the Seminole County Sheriff's Office, GOLIATH was contacted by Bank of America regarding the reversal. Shortly thereafter, Investor 1 received a hostile text message from the GOLIATH representative, stating, "What are you doing man? You recalled funds from Bank of America from May?", demonstrating awareness of the bank inquiry and an attempt to challenge Investor 1's efforts to recover his funds. Investor 1's attempts to recover the funds have been unsuccessful.

58. At the time of the interview with law enforcement on January 22, 2026, Investor 1 stated that GOLIATH had stopped responding to his communications and blocked his access to the GOLIATH investor application. To date, GOLIATH has not returned funds to Investor 1, and he has lost approximately $720,000.

Investor 2

59. As part of the investigation into GOLIATH, IRS-CI SA Richard Smith interviewed Investor 2, a resident of Orange County, Florida. Investor 2 demonstrates the nature of GOLIATH as a Ponzi scheme because he received his money back, plus the returns he was promised, despite GOLIATH not using his money as promised. Further, Investor 2's experience shows DELGADO's

[7] A wire reversal is a process where the bank that receives a wire transfer returns the funds to the sender's bank. This usually occurs when the receiving bank does not accept the incoming funds. Typically, wires cannot be reversed after the receiving bank has accepted the incoming funds.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

personal involvement with GOLIATH investors, including pressuring Investor 2 to leave his funds with GOLIATH.

60. Investor 2 was referred to GOLIATH by a representative of GOLIATH, who told Investor 2 about the representative's own investment with GOLIATH and about how the monthly returns he received were very good. The representative also stated that Investor 2 could request his principal investment back from GOLIATH at any time.

61. Prior to investing in GOLIATH, in July 2024, Investor 2 met with the GOLIATH representative and DELGADO at a restaurant located in Orlando, Florida. During the dinner, DELGADO told Investor 2 about the investment opportunity with GOLIATH. The investment purportedly utilized liquidity pools and involved money markets and the buying and selling of stock pertaining to cryptocurrency.

62. In August 2024, Investor 2 invested $1 million with GOLIATH. The monthly rate of return was five percent, per Investor 2's contract.

63. In November 2024, Investor 2 spoke to the GOLIATH representative and DELGADO about opportunities involving cryptocurrency. Investor 2 invested an additional $15 million with GOLIATH in December 2024. The terms of the contract regarding Investor 2's additional investment stated there would be a seven percent monthly return for six months and then a seven and a half percent monthly return for the next six months.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

64. In December 2024, Investor 2 attended a Christmas party hosted by GOLIATH. During the party, DELGADO made an announcement to the attendees that GOLIATH had secured insurance and a fidelity investment bond that would cover the principal investments made by investors.

65. After DELGADO made the announcement about the insurance and the fidelity bond at the 2024 Christmas party, Investor 2 asked to view documentation pertaining to the insurance and the bond. DELGADO declined Investor 2's request for the documentation because of potential disclosure of personal information. DELGADO's refusal caused Investor 2 to become uneasy about his investment with GOLIATH. After DELGADO declined Investor 2's request to view the documentation, Investor 2 requested the return of his principal investment.

66. After Investor 2 requested his principal investment back from GOLIATH, DELGADO sent Investor 2 an email detailing that DELGADO was not pleased with Investor 2's request for the return of his principal investment. On January 24, 2025, DELGADO emailed Investor 2 stating:

> I received your request for a full return of your partnership funds with GOLIATH. There are two quick points I would like to address before proceeding.
>
> #1 - Per our agreement, the percentage honored on GOLIATH'S part was solely based on maintaining an account over $10M USD (addendum attached)
>
> #2 - Per our conversation, I only allowed such increase in percentage because of the time frame in which you had agreed to have in GOLIATH.

NOT AN OFFICIAL COPY PUBLIC ACCESS NOT AN OFFICIAL COPY

> From the viewpoint of the company, you are taking advantage of the opportunity we have allowed you to be a part of. Secondly, you are not honoring our conversation nor our agreement. At the end of the day, you are completely entitled to your funds, but you are NOT entitled to engage and re-engage with GOLIATH at your discretion. That is completely up to the company.
>
> We will start to reconvert your funds on Monday back to USD from USDC per your request BUT you will forfeit the January distribution since our agreement and our personal conversation was broken. Secondly, if you wish to re-engage with GOLIATH, it will be at the SOLE discretion of me and will be at a rate of 1% per month with zero increase based on account value.
>
> I will give you til Sunday to decide if you should liquidate your whole account and if I do not hear from you, we will terminate your agreement and start to wire back your funds next week.

67. In February 2025, GOLIATH sent Investor 2 a total of approximately $7.1 million; it sent an additional $10.6 million in March 2025. These funds represented the return of Investor 2's principal investment and returns on investment from the company.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

CONCLUSION

68. Based on the foregoing, I submit that probable cause exists that DELGADO did knowingly and willfully engage in wire fraud and money laundering, in violation of 18 U.S.C. § 1343 and 18 U.S.C. § 1957.

[redacted]
Special Agent
Internal Revenue Service

Affidavit submitted electronically and attested to me as true and accurate by videoconference consistent with Fed. R. Crim. P. 4.1 and 41(d)(3) before me this 20th day of February, 2026.

Leslie Hoffman Price

HON. LESLIE HOFFMAN PRICE
United States Magistrate Judge

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT 8

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

PRESS RELEASE

Goliath Ventures CEO Arrested for Wire Fraud and Money Laundering

Tuesday, February 24, 2026

For Immediate Release

U.S. Attorney's Office, Middle District of Florida

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Orlando, Florida – Christopher Alexander Delgado (34, Apopka) has been arrested on a criminal complaint charging him with wire fraud and money laundering. If convicted on all counts, Delgado faces a maximum penalty of 30 years in federal prison. United States Attorney Gregory W. Kehoe made the announcement.

According to the complaint, Delgado was the President and Chief Executive Officer of Goliath Ventures, formerly known as Gen-Z Venture Firm. From January 2023 through January 2026, Delgado operated Goliath as a "Ponzi scheme," which is a form of investment fraud that involves the payment of purported returns to existing investors from funds contributed by new investors. Delgado's scheme involved soliciting victims to invest substantial sums of money under false and fraudulent promises of monthly returns generated through cryptocurrency "liquidity pools." Victims were induced to give money to Goliath through personal referrals, professional marketing materials, luxury events, charitable sponsorships, and some monthly payments of purported returns, all of which were designed to establish Goliath's bona fides with investors. Based on these false and fraudulent representations, Goliath obtained at least $328 million from victim investors.

Although Goliath represented that it would place the victim investors' funds in cryptocurrency liquidity pools, in reality, the funds were primarily used to pay purported returns to earlier investors, to return principal to investors who requested it, and for Goliath's extravagant

business gatherings, holiday parties, and luxury travel accommodations. With victim investors' funds, Delgado purchased four residential properties each worth between $1.15 million and $8.5 million.

Victims identified by law enforcement will directly receive notice of their rights pursuant to the Crime Victims' Rights Act. If you believe you are a victim and have not otherwise received notice, please email Goliathvictims@ci.irs.gov. You can also visit https://justice.gov/usao-mdfl/goliath_ventures for more information on how to self-identify yourself to law enforcement.

A criminal complaint is merely an allegation that a defendant has committed one or more violations of federal criminal law, and every defendant is presumed innocent unless, and until, proven guilty.

This case is being investigated by the Internal Revenue Service Criminal Investigation and Homeland Security Investigations. It is being prosecuted by Assistant United States Attorneys Richard Varadan, Noah P. Dorman, and Hannah Nowalk Watson.

Criminal Complaint

Updated February 24, 2026

Topics

FINANCIAL FRAUD | **SECURITIES, COMMODITIES, & INVESTMENT FRAUD**

Component

USAO - Florida, Middle

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Related Content

PRESS RELEASE

Case 26-13174-RAM Doc 264 Filed 07/24/26 Page 411 of 432

Texas Woman Sentenced to Five Years in Federal Prison for Theft of Government Money and Aggravated Identity Theft

Fort Myers, Florida – Kristin Cara Kunstler (43, Amarillo, TX) has been sentenced by U.S. District Judge Kyle C. Dudek to five years and one month in federal prison for...

February 27, 2026

PRESS RELEASE

Honduran National Sentenced to 24 Months in Federal Prison for Aggravated Identity Theft

Fort Myers, Florida – Elvis Reniery Callejas Flores (43, Honduras) has been sentenced by U.S. District Judge Kyle C. Dudek to two years in federal prison for aggravated identity theft...

February 27, 2026

PRESS RELEASE

Jacksonville Tax Preparer Sentenced to Prison for Preparing Over $1.8 Million in Fraudulent Tax Returns

Jacksonville, Florida – Survalarie Harris has been sentenced by U.S. District Judge Wendy Berger to 18 months in federal prison for aiding and assisting in the filing of a false tax...

February 18, 2026

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Case 26-13174-RAM Doc 264 Filed 07/24/26 Page 412 of 422

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

EXHIBIT 9

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

MELAND | BUDWICK

Michael S. Budwick



Partner and Co-Chair, Financial Fraud Group

Phone: 305.358.6363
Fax: 305.358.1221
Email: mbudwick@melandbudwick.com
Webpage | LinkedIn

Practice Areas:

- Bankruptcy and Restructuring
- Commercial Litigation
- Financial Frauds
- Creditors' Rights
- Receiverships and Assignments

Michael is our first pick to go into battle with. He is an iron fist in a velvet glove. He is expansive in vision, creative and as smart as they come."

– Chambers USA

Michael Budwick is a nationally recognized bankruptcy and commercial litigation attorney whose practice focuses on high-profile financial fraud litigation, insolvency disputes, and Chapter 11 matters. He is known for handling some of the most contentious and complex litigation arising from distressed businesses, insolvency proceedings, and high-profile financial misconduct. He has represented Chapter 11 debtors, official committees, creditors and trustees in cases across many industries.

A significant portion of Michael's practice is devoted to financial fraud and Ponzi scheme litigation. He has represented trustees, receivers, creditors and victims in some of the largest financial fraud cases in the United States. Michael has played a

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

MELAND | BUDWICK

central role in recovering hundreds of millions of dollars for bankruptcy estates and victims, including significant recoveries from major financial institutions, law firms, accounting firms, and advisory professionals. His work has resulted in numerous seven- and eight-figure recoveries, including one of the largest tort recoveries ever obtained against a financial institution in connection with its alleged joinder in a Ponzi scheme.

In the $2 billion Ponzi scheme perpetrated by Tom Petters (the third largest Ponzi scheme in U.S. history), Michael served as the liquidating trustee's litigation oversight counsel, coordinating strategy and managing multiple law firms pursuing hundreds of millions of dollars in claims.

Michael and his team serve as special counsel to the Chapter 7 trustee in the $1 billion Jeff Carpoff Ponzi scheme, the largest fraud case in the history of the Eastern District of California. In that role, the firm has pursued dozens of tort and fraudulent transfer claims against banks, law firms, financial professionals, and other participants, and has recovered over $130 million to date.

Michael is ranked by Chambers USA (2005-2025) in Band 1, the highest ranking, in Bankruptcy Litigation in Florida. He is described as "a very skilled counsel and a great negotiator," and Chambers notes that he is "involved in every major bankruptcy," particularly in Ponzi scheme-related cases. He is recognized among Lawdragon's 2025 500 Leading Litigators in America.

EDUCATION

- University of Florida College of Law, J.D. with honors, 1991
- University of Florida College of Business Administration, B.S. with honors, 1988
    - Beta Gamma Sigma National Honor Society

MEMBERSHIPS

- Board Member, Rabbi Alexander S. Gross (RASG) Hebrew Academy
- Past first Vice-President, Treasurer and Director of the Bankruptcy Bar Association for the Southern District of Florida
- Past Member of the Florida Bar Grievance Committee

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

MELAND | BUDWICK

AWARDS & RANKINGS

- Chambers USA, Band 1, Bankruptcy Litigation in Florida, 2020-2025
- Chambers USA, Litigation: General Commercial in Florida, 2020-2025
- Lawdragon, 500 Leading Litigators in America, 2025
- Lawdragon, 500 Leading Global Bankruptcy & Restructuring Lawyers, 2025
- Florida Super Lawyers, 2006-2025
- The Best Lawyers in America, 2010-2026
- AV Preeminent Judicial and Peer Rating by Martindale-Hubbell
- Recognized as an elite attorney by Florida Trend Magazine

Representative Matters

Financial Frauds and Commercial Litigation

Meland Budwick serves as special litigation counsel to bankruptcy trustee Christina Lovato in Nevada in connection with the $1 billion Ponzi scheme orchestrated by DC Solar Solutions' founder, Jeffrey Carpoff. The firm is prosecuting all litigation claims held by the trustee and has recovered over $130 million to date, with several actions pending.

Notable settlements include $20 million from DC Solar's outside legal counsel Nixon Peabody LLP, $19 million from the United States of America, $12 million from Ahern Rentals, $11.6 million from KeyBank, N.A., $11.25 million from DC Solar's outside accountants, $9 million from DC Solar's depository bank Heritage Bank, $7.65 million from Alvarez & Marsal, and $5.75 million from a NASCAR affiliate.

Bankruptcy and Restructuring, Financial Frauds, Commercial Litigation, Creditors' Rights

Represented the bankruptcy trustee for two South Florida hedge funds that lost $650 million in the $2 billion Ponzi scheme perpetrated by Thomas J. Petters in Minneapolis – then the third-largest financial fraud in U.S. history. Prosecuted over 140 adversary proceedings, including aiding and abetting, conspiracy, professional malpractice, and fraudulent transfer claims. Recovered $235 million for the estates of

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

the two hedge funds, including $49 million from GE Capital Corporation and $16.7 million from BMO Harris Bank. Also served as special litigation counsel to the Petters Liquidating Trust Committee managing hundreds of millions in actions brought by the estate of Petters Company, Inc.

Represented the largest investor in a Ponzi scheme orchestrated by Fort Lauderdale attorney Scott Rothstein and his law firm, Rothstein Rosenfeldt Adler, P.A.

Represented the largest creditor in the Evergreen Securities bankruptcy involving a $214 million Ponzi scheme in Orlando, Florida.

Represented the Official Committee of Unsecured Creditors and then the Plan Administrator for Puig, Inc. and 25 affiliates. Prosecuted a range of claims including a $5.4 million recovery from Ocean Bank alleging various tort claims.

Bankruptcy and Restructuring, Commercial Litigation, Financial Frauds

Represented Chapter 7 trustee and served as court-appointed receiver in $19 million Ponzi scheme by Thomas Abrams; reached a multi-million dollar settlement with Fidelity Federal Bank & Trust.

Represented a group of clawback defendants in the Lancer Partners hedge fund financial fraud case.

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

IN THE CIRCUIT COURT FOR THE SEVENTEENTH
JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

MEHAL PATEL,
an individual,

Plaintiff,

v.

GOLIATH VENTURES INC.,
a Wyoming corporation,

Defendant.
_____/

CASE NO.: CACE-26-003310

Filed In Open Court
CLERK OF THE CIRCUIT COURT
ON 3/3/26
BY mbc

AMENDED[1] ORDER ON PLAINTIFF'S EMERGENCY VERIFIED EX PARTE MOTION TO APPOINT A RECEIVER

THIS CAUSE came before the Court on Plaintiff Mehal Patel's Emergency Verified Ex Parte Motion to Appoint a Receiver (the "Motion"). The Motion is verified by Plaintiff Mehalf Patel and joined and further verified by TwentyWon Ventures LLC, Gregory Garrett Wilson, and John D. Euliano as Trustee of the John D. Euliano Revocable Trust UTD 5-27-14, Brevard Nursing Academy, LLC d/b/a Coastal Technical Institute, (collectively with Patel, the "Verified Movants"). The Court has reviewed the Motion and attachments, including the complaints incorporated therein, and is otherwise fully advised in the premises. The Court hereby makes the following findings of fact and conclusions of law and enters the following Order.

FINDINGS OF FACT

Background and the Nature of the Emergency

1. Defendant Goliath Ventures Inc. ("Goliath") is a Wyoming corporation that transacts business in Florida and utilized Florida contact information and banking arrangements in connection with its agreements and performance. The Court finds it has jurisdiction over the parties and subject matter of this action.

2. Verified Movants have each presented specific facts and evidence establishing that Goliath solicited and accepted substantial sums from investors/"partners" through written joint venture agreements ("JVAs") tied to purported cryptocurrency "liquidity pool" activity.

[1] This order replaces the previous order entered by the Court and is being re-issued solely to correct a scrivener's error in the previous order.

COMPOSITE EXHIBIT G

3. The JVAs described in the verified pleadings contain express provisions (a) guaranteeing the return of principal "without diminution or impairment," and (b) requiring timely processing of withdrawals upon email request—measured in days, not months.

4. The Court finds, based on the Motion, that beginning in or around September–October 2025, Goliath stopped paying promised distributions and stopped honoring withdrawal and return-of-principal obligations, while continuing to control the accounts, records, and access necessary for victims to determine the location and status of their funds. Goliath ignored demands for mediation, notices of dispute, demands and requests for information, and demands for the guaranteed return of investment.

5. The Motion further establishes that Goliath has ignored demands for information, demands for return of funds, and demands for mediation, and in multiple instances issued written "Exit Agreements" confirming account balances and promising remittance within defined periods, but then failed to remit. In one instance, it appears that Goliath actually opened a demand from counsel and sent it back to an investor who was seeking mediation and a return of his deposit. No other communication was had, requests to accept service of lawsuits were declined or ignored, and again no information or return of monies were provided. Now, things have apparently worsened with the arrest of Delgado, his apparent placement on house arrest for alleged wire fraud and embezzlement of Goliath funds and the apparent termination of all Goliath employees.

6. The Court finds that Verified Movants have demonstrated immediate, substantial, and continuing harm, including: (a) TwentyWon's contributions alleged to be at least $4,000,000.00 with amounts demanded totaling approximately $50,000,000.00; (b) Wilson's contributions alleged to be at least $5,815,000.00, with amounts owed alleged to be approximately $8,743,763.65 as of his filing; (c) the Trust's account balances and withdrawals alleged to exceed $1,206,231.38; (d) BNA's balances and amounts owed alleged to exceed $241,500.00; and (e) Patel's balances and amounts owed alleged to exceed $193,000.00.

7. The Court further finds these verified allegations demonstrate that this dispute is not isolated; it is systemic, as it appears from the face of the Motion that there are other individuals and entities who have contacted Plaintiff's counsel, other individuals who have filed lawsuits, and other individuals and entities who have and will continue to suffer harm to the tune of $328,000,000.00 or more if the Court does not intervene.

The DOJ Announcement and the Heightened Risk of Dissipation

8. The Motion attaches and incorporates public announcements and sworn materials from federal authorities reflecting that Goliath's President and Chief Executive Officer, Christopher Alexander Delgado, has been arrested on federal charges including wire fraud and

money laundering, and that the criminal complaint alleges Goliath was operated as a Ponzi scheme that obtained at least $328 million from victim investors through false promises of monthly returns generated through cryptocurrency liquidity pools. The Court makes no findings as to guilt or innocence in the federal case. However, the Court finds that the public arrest announcement and the sworn materials incorporated into the Motion materially amplify the risk that remaining assets and critical records will be moved, concealed, destroyed, or otherwise placed beyond recovery absent immediate Court control.

9. The Court finds that the verified pleadings establish that the assets at issue include cash, cryptocurrency, and crypto-linked accounts and systems. Unlike traditional assets, cryptocurrency assets can be transferred quickly, across jurisdictions, with little or no notice to victims. Records can be altered or deleted, credentials can be changed, and assets can be dissipated in a manner that renders later recovery materially more difficult, expensive, or impossible. Moreover, it appears that Delgado has terminated all or most of Goliath's employees leaving Goliath unmanaged or, at a minimum undermanaged or improperly managed by Delgado himself.

10. The Court finds that this case presents an imminent risk of waste, dissipation, concealment, or destruction of corporate assets and records, and that any delay in imposing Court supervision risks irreparable harm and permanent loss.

No Notice Required

11. The Court finds, based on specific facts shown in the Motion, that immediate and irreparable injury, loss, or damage will result to Verified Movants before Goliath can be heard in opposition. The Court further finds that the giving of notice would likely accelerate or precipitate the injury by providing those with access to Goliath's accounts, wallets, credentials, and records an opportunity to move assets and destroy or conceal evidence before effective judicial control can be implemented. Moreover, and in part noted above, Goliath has seemingly no employees and no counsel handling the many lawsuits filed in this Circuit, all prior notice to Goliath and Delgado has gone unanswered, ignored, or rejected, and thus any notice hear would serve no purpose other than harm.

12. The Court further finds that the time required to notice and conduct an adversarial hearing would permit the threatened irreparable injury to occur. The Court specifically finds that this risk is heightened where (a) withdrawals have already been demanded and refused, (b) multiple lawsuits are pending or anticipated, (c) the enterprise is alleged to involve fraud, and (d) the assets include crypto and crypto-linked accounts that can be transferred instantly and irreversibly.

CONCLUSIONS OF LAW

13. Florida courts possess inherent equitable authority to appoint a receiver. A receiver is "a disinterested person appointed by the court for the protection or collection of property that is the subject of diverse claims." *Granada Lakes Villas Condo. Ass'n, Inc. v. Metro-Dade Invs. Co.*, 125 So. 3d 756, 758–59 (Fla. 2013). Equitable receiverships are particularly appropriate where fraud, self-dealing, or waste is shown. *Id.* at 759.

14. Receiverships may be appointed for the protection of creditors. *Christian Broad. Network, Inc. v. Turner Commc'ns Corp.*, 368 So. 2d 1345, 1349 (Fla. 4th DCA 1979). A court of equity may, upon a proper showing, appoint a receiver of property at the instance and for the benefit of creditors. *Knickerbocker Tr. Co. v. Green Bay Phosphate Co.*, 56 So. 699, 701 (Fla. 1911). A receiver may be appointed where actual fraud, or mismanagement amounting to fraud, may reasonably portend imminent danger of loss of corporate assets. *McAllister Hotel, Inc. v. Schatzberg*, 40 So. 2d 201, 203 (Fla. 1949).

15. Florida Rule of Civil Procedure 1.620 governs applications for receivers and provides that the notice provisions of Rule 1.610 apply. Fla. R. Civ. P. 1.620(a). Rule 1.610 authorizes temporary injunctive relief without notice where specific facts shown by affidavit or verified pleading establish that immediate and irreparable injury will result before the adverse party can be heard and where counsel certifies efforts made to give notice and why notice should not be required. Fla. R. Civ. P. 1.610(a)(1).

16. Florida appellate authority recognizes that trial courts may issue injunctions and appoint receivers without notice where circumstances warrant. *State v. Beeler*, 530 So. 2d 932, 933–34 (Fla. 1988); *Karafilakis v. Stavroulakis*, 150 So. 277, 277–78 (Fla. 1933); *Inverrary Gardens Condo. I Ass'n, Inc. v. Spender*, 939 So. 2d 1159, 1160 (Fla. 4th DCA 2006). A receiver may be appointed without notice only if the Rule 1.610 requirements are satisfied and the Court enters findings stating the reasons notice was not required and how irreparable harm might result if immediate action is not taken. *Phillips v. Greene*, 994 So. 2d 371, 373 (Fla. 3d DCA 2008). A movant satisfies the "no notice" requirement by demonstrating how and why notice would accelerate the injury or that the time required to notice a hearing would permit the threatened irreparable injury to occur. *Smith v. Knight*, 679 So. 2d 359, 361–62 (Fla. 4th DCA 1996).

17. The Court concludes that Verified Movants have shown: (a) irreparable harm absent immediate Court control due to the risk of dissipation, concealment, and destruction of records; (b) the inadequacy of legal remedies where assets can vanish before judgment; (c) a substantial likelihood of success on the merits based on written guarantees of principal and withdrawal obligations coupled with repeated nonpayment; and (d) that the public interest will not be disserved by entry of this Order. *See Shafer v. Shafer*, 898 So. 2d 1053, 1055 (Fla. 4th DCA 2005) (citing *Wexler v. Lepore*, 878 So. 2d 1276, 1281 (Fla. 4th DCA 2004)).

18. The Court further concludes that immediate appointment of a receiver is necessary to preserve assets and records and prevent corporate waste and dissipation. *See DeSilva v. First Cmty. Bank of Am.*, 42 So. 3d 285, 288–90 (Fla. 2d DCA 2010); *Edenfield v. Crisp*, 186 So. 2d 545, 549 (Fla. 2d DCA 1966). A court of equity is empowered to issue injunctive relief to prevent officers or directors of a corporation from wrongfully dealing with corporate assets. *Schwadel v. Uchitel*, 455 So. 2d 401, 403 (Fla. 3d DCA 1984).

HOLDING

Based upon the Motion, its exhibits incorporated therein, and the authorities cited above, all of which are expressly incorporated herein, it is hereby ORDERED AND ADJUDGED as follows:

Grant of Motion; Temporary Status-Quo Injunction

19. The Motion is GRANTED.

20. Effective immediately upon entry of this Order, and until the Receiver files the Notice of Acceptance described below, the Court enters a temporary status-quo injunction to preserve the res, maintain the status quo, and prevent irreparable harm. During this period, Goliath, Christopher Alexander Delgado, and all officers, directors, agents, employees, affiliates, representatives, and all persons acting in concert with any of them, are enjoined from:

a. transferring, withdrawing, encumbering, selling, pledging, dissipating, concealing, or otherwise disposing of any assets of Goliath, whether held in fiat currency or digital assets (including cryptocurrency), except as expressly authorized in writing by the Receiver after the Receiver's appointment becomes effective;

b. creating new accounts, wallets, or custodial arrangements for Goliath assets; changing, rotating, or disabling credentials; or otherwise altering access controls for any bank, exchange, custodian, payment processor, wallet, or financial account in Goliath's name or for its benefit;

c. destroying, deleting, overwriting, concealing, altering, or removing any books and records of Goliath, including without limitation: investor records, communications, account statements, wallet addresses, private keys/seed phrases, exchange logins, transaction histories, ledgers, CRM data, devices, servers, and cloud-stored materials;

d. soliciting, accepting, or taking any additional investor funds or "contributions" under any investment, joint venture, or similar program.

21. This status-quo injunction is entered solely to preserve assets and records pending the Receiver's acceptance and control and does not constitute an adjudication of ultimate liability.

Appointment of Receiver; Acceptance; Effect of Acceptance

22. The Court hereby appoints Michael Budwick of Meland Budwick f/k/a Meland Russin & Budwick (the "Receiver") as receiver over Goliath.

23. The Receiver shall file a notice with the Court confirming acceptance of the appointment and certifying that he is ready, willing, and able to neutrally accomplish his duties (the "Notice of Acceptance" or "Notice"). Upon the filing of the Notice, the temporary status-quo injunction in Paragraphs 2–3 shall dissolve by operation of this Order in favor of the Receiver's control and discretion, subject at all times to supervision of this Court.

24. As of the date of this Order, neither Christopher Delgado nor any other officer, director, manager, employee, agent, or representative of Goliath shall have decision-making authority on behalf of Goliath or the ability to bind Goliath. Upon the Receiver's acceptance, all such authority is vested exclusively in the Receiver, subject to further order of this Court.

Powers and Duties of the Receiver

25. Upon acceptance, the Receiver is ordered and directed to take immediate possession, custody, and control of the Receivership Entity and all of its property, assets, and records, wherever located (the "Receivership Property"). The Receiver shall have all powers necessary and proper to preserve, secure, marshal, manage, operate, and, if appropriate, wind up the Receivership Entity, including without limitation the following powers:

a. General Powers. To exercise all normal and customary powers of a receiver under Florida law and equity to protect and preserve the Receivership Property, including taking any action required to prevent fraud, self-dealing, waste, concealment, or dissipation. *See Granada Lakes*, 125 So. 3d at 758–60; *McAllister Hotel*, 40 So. 2d at 203.

b. Exclusive Control. To exercise all powers of Goliath through or in place of its shareholders, officers, directors, managers, and agents, using best efforts to manage Goliath's affairs and preserve its assets.

c. Accounts; Wallets; Custody. To take control of, access, secure, freeze, and/or transfer control over any and all bank accounts, exchange accounts, custodial accounts, payment processor accounts, cryptocurrency wallets, private keys, seed phrases, multi-signature settings, devices, and credentials used to hold, control, or access Receivership Property; and to open additional bank accounts and

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 3/3/2026 11:56:10 AM.****

cryptocurrency wallets or custodial accounts in the Receiver's name for the benefit of Goliath as necessary to perform the Receiver's duties.

d. Records Preservation; Forensic Review. To take custody of and preserve all books and records of Goliath, including electronic records; to image devices and systems as necessary; and to retain forensic, accounting, blockchain analytics, cybersecurity, and other professionals to assist in identifying, tracing, securing, and recovering Receivership Property.

e. Operation; Expenses. To pay or cause to be paid costs reasonably necessary to protect and preserve Receivership Property and to pay ordinary-course expenses necessary to prevent waste. The Receiver may defer payment of disputed claims or investor claims pending further order of this Court and may propose a claims and distribution protocol for Court approval to ensure equity among claimants.

f. Litigation Powers. To institute, prosecute, defend, compromise, or settle litigation or claims for the benefit of Goliath, including actions to recover assets, avoid transfers, obtain injunctive relief, compel turnover, and protect the Receivership Property.

g. Asset Disposition. To dispose of Receivership Property, wherever located, at public or private sale, in the Receiver's name as receiver, as the Receiver deems necessary and appropriate to preserve value or prevent waste; provided that the Receiver shall seek further order of this Court before selling or encumbering any material real property or before making any distribution of net proceeds to investors/creditors.

h. Taxes; Compliance. To file or cause to be filed tax returns; to ensure compliance with applicable laws and lawful directives of governmental authorities; and to communicate with financial institutions, exchanges, custodians, regulators, and law enforcement as necessary to protect Receivership Property.

i. Professionals. To evaluate, employ and compensate agents, counsel, accountants, and other professionals necessary to perform the Receiver's duties. The Receiver may waive conflicts of interest to the extent waivable and in the best interest of the Receivership estate.

j. Borrowing; Receiver's Certificates. To borrow funds, from a third party or otherwise, at then-prevailing interest rates as necessary to perform the Receiver's duties and to issue receiver's certificates to evidence such borrowing; and to repay any such borrowing from the operation or assets of Goliath. The principal and

****FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 3/3/2026 11:56:10 AM.****

interest evidenced by each such certificate shall constitute a first and prior lien and security interest upon the Receivership Property.

k. Wind Up / Dissolution / Insolvency Proceedings. Within a reasonable time after acceptance, and in the Receiver's reasonable discretion, to initiate and/or pursue proceedings to wind up, dissolve, or liquidate Goliath in the appropriate forum or jurisdiction, and/or to file bankruptcy if the Receiver determines such relief is necessary to preserve assets, marshal claims, and protect victims and creditors.

Inventory and Reporting

26. Within thirty (30) days of the Receiver's acceptance (or within such additional time as the Court may permit upon reasonable request), the Receiver shall file and serve upon counsel of record an inventory of Receivership Property, including (i) cash, cryptocurrency, and other accounts; (ii) real property; and (iii) material miscellaneous tangible and intangible property. *See* Fla. R. Civ. P. 1.620.

27. The Receiver shall provide periodic reports to the parties at least once every three (3) months (or more frequently if the Receiver deems appropriate), describing material receipts, expenditures, asset discoveries, asset dispositions, and the status of the Receivership Property.

Non-Interference; Turnover; Service

28. Goliath, Christopher Delgado, and all officers, directors, employees, agents, affiliates, representatives, and all persons acting in concert with any of them are enjoined from interfering with the Receiver's duties. They shall immediately cooperate with and provide full access to the Receiver, including immediate turnover of all books, records, devices, credentials, keys, seed phrases, wallet addresses, account information, contracts, and communications reasonably requested by the Receiver.

29. The Receiver is authorized to serve this Order upon any person or entity as the Receiver deems appropriate in furtherance of his responsibilities and may record this Order in the Public Records of Broward County, Florida. Upon service of this Order and the Receiver's Notice, any person or entity holding Receivership Property is authorized and directed to recognize the Receiver's authority and to cooperate with the Receiver consistent with applicable law.

Compensation; Retained Jurisdiction; Leave of Court

30. The Receiver shall be paid a reasonable hourly rate for services. The Receiver may retain counsel and other professionals to assist in the receivership. The fees and costs of the Receiver and retained professionals shall be paid from Receivership Property unless otherwise ordered by the Court. The Receiver shall not be directly, indirectly, or derivatively liable for the debts of Goliath or its shareholders.

31. This Court retains jurisdiction over the parties and the receivership for all purposes. No person or entity may sue the Receiver or take other action against the Receiver without further order of this Court. No subpoenas shall be served on the Receiver without leave of this Court.

32. Any party may move for additional receiver powers, limitations, or instructions as may be necessary to enable the Receiver to perform his duties, or to dissolve or modify this Order. The Court will set such motions for hearing on an expedited basis.

Bond; Enforcement

33. Plaintiff shall post an injunction bond in the amount of $5,000.00 within five (5) days, which the Court finds reasonable and appropriate in light of the limited risk of harm to Goliath and the substantial likelihood that this receivership will preserve—not impair—Goliath's remaining assets for the benefit of lawful claimants.

34. Willful violations of this Order by any person with notice of it may result in sanctions, including contempt, monetary sanctions, and any other remedies at law or in equity.

DONE AND ORDERED in Broward County, Florida, this 3rd day of March, 2026.

CIRCUIT COURT JUDGE

STATE OF FLORIDA
BROWARD COUNTY
I DO HEREBY CERTIFY the within and foregoing is a true copy from the records on file in the office of the Circuit Court Clerk of Broward County, Florida.
WITNESS my hand and Official Seal at Fort Lauderdale, Florida, this the ____ day of ____
Brenda D. Forman, Clerk
Deputy Clerk

MAR 3 2026

17TH JUDICIAL CIRCUIT
BROWARD COUNTY, FLORIDA
CIRCUIT & COUNTY COURTS

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. **CACE26003310** DIVISION: **13** JUDGE: **Robinson, Michael A (13)**

Mehal Patel

Plaintiff(s) / Petitioner(s)

v.

Goliath Ventures, Inc.

Defendant(s) / Respondent(s)

_____/

AGREED ORDER

THIS CAUSE came before the Court upon the Receiver's Agreed Motion to Confirm Receivership Estate Includes Goliath Ventures Inc., a Florida Corporation (f/k/a Gen-Z Venture Firm Inc.) ("***Motion***") or otherwise to extend the estate. The Court considered the Motion and the record, and has been advised that the Plaintiff and parties that have intervened consent to the requested relief. Accordingly, it is

ORDERED as follows:

1. The Motion is GRANTED.

2. The scope of the receivership in this case includes Goliath Ventures Inc., a Florida corporation formerly known as Gen-Z Venture Firm Inc. ("***Florida Predecessor***").

3. Michael Budwick, Esq. is the Receiver for the Florida Predecessor.

4. The Amended Order on Plaintiff's Emergency Verified Ex Parte Motion to Appoint a Receiver entered March 3, 2026 shall apply with equal force and effect to the Florida Predecessor. The terms and provisions of that Order are incorporated herein by reference.

DONE AND ORDERED in Chambers at Broward County, Florida on 5th day of March, 2026.

CACE26003310 03-05-2026 12:15 PM

CACE26003310 03-05-2026 12:15 PM
Hon. Michael Robinson
CIRCUIT COURT JUDGE
Electronically Signed by Michael Robinson

Copies Furnished To:
Gabriel Enrique Morales , E-mail : avazquez@shawlewenz.com
Gabriel Enrique Morales , E-mail : gmorales@shawlewenz.com
Gabriel Enrique Morales , E-mail : lgrealy@shawlewenz.com
Jeffrey Sonn , E-mail : jsonn@sonnlaw.com
Jeffrey Sonn , E-mail : service@sonnlaw.com
Jordan Alexander Shaw , E-mail : jshaw@shawlewenz.com
Jordan Alexander Shaw , E-mail : kackerman@shawlewenz.com
Solomon B. Genet , E-mail : ltannenbaum@ecf.courtdrive.com
Solomon B. Genet , E-mail : gvallejo@melandbudwick.com
Solomon B. Genet , E-mail : sgenet@melandbudwick.com

Mailing Information for Case 26-13174-RAM

Electronic Mail Notice List

The following is the list of **parties** who are currently on the list to receive email notice/service for this case.

- **Alexander E. Brody** abrody@melandbudwick.com, ltannenbaum@melandbudwick.com;ltannenbaum@ecf.courtdrive.com;phornia@ecf.courtdrive.com
- **Elizabeth R. Brusa** ebrusa@shumaker.com, mkulczycke@shumaker.com
- **Kelly Ann Carrero** kacarrero@jonesday.com
- **Taylor Rose Cavaliere Jones** tcavaliere@jonesday.com
- **Daniel M Coyle** dcoyle@sequorlaw.com, ngonzalez@sequorlaw.com,1113628420@filings.docketbird.com
- **Jonathan S. Feldman** feldman@katiephang.com, service@katiephang.com
- **Solomon B Genet** sgenet@melandbudwick.com, ltannenbaum@melandbudwick.com;mrbnefs@yahoo.com;sgenet@ecf.courtdrive.com;ltannenbaum@ecf.courtdrive.com;phornia@ecf.courtdrive.com
- **Matthew M Graham** MGRAHAM@STEARNSWEAVER.COM, wsolomon@stearnsweaver.com
- **Michael B Green** mgreen@gunster.com, tsimmons@gunster.com
- **Jason Peter Hernandez** jhernandez@stearnsweaver.com, jmenendez@stearnsweaver.com
- **Kimberly H Israel** kim.israel@kaufmandolowich.com, jill.mcyeo@kaufmandolowich.com;natalie.nunley@kaufmandolowich.com
- **George S. LeMieux** glemieux@gunster.com
- **William J Levant** wlevant@kaplaw.com
- **Office of the US Trustee** USTPRegion21.MM.ECF@usdoj.gov
- **Eliot Pedrosa** epedrosa@jonesday.com
- **Kelly Roberts** kelly@kellyrobertslaw.com, robertskr88423@notify.bestcase.com
- **James N Robinson** jrobinson@whitecase.com, sgoodrich@whitecase.com;avenes@whitecase.com;mco@whitecase.com;mco@whitecase.com
- **Noah M. Rosenblum** nrosenblum@sequorlaw.com
- **Becky Nicole Saka** bsaka@gunster.com
- **Steven D Schneiderman** Steven.D.Schneiderman@usdoj.gov
- **Christian Somodevilla** Christian.Somodevilla@usdoj.gov, shannon.patterson@usdoj.gov;bridgett.moore@usdoj.gov
- **Jeffrey R Sonn** jsonn@sonnlaw.com
- **Andrew Joseph Weisberg** aweisberg@cftc.gov

EXHIBIT 2

CONSOLIDATED MASTER SERVICE LIST

U.S. Trustee: *(Notice provided via NEF)*
Office of The United States Trustee
51 SW First Avenue, Room 1204
Miami, FL 33130

Debtors-in-Possession: *(via NEF)*
Goliath Ventures Inc.
c/o Michael S. Budwick, Receiver
200 South Biscayne Blvd., #3200
Miami, Florida 33131

Debtor-in-Possession's Attorney:
(Notice provided via NEF)
Solomon B. Genet, Esquire
Alexander E. Brody, Esquire
Meland Budwick, P.A.
3200 Southeast Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131

Secured Creditors:
Attn: BMW Financial Services
NA, LLC Department
AIS Portfolio Services, LLC
Account: XXXXXX0990
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118

Attn: BMW Financial Services
NA, LLC Department
AIS Portfolio Services, LLC
Account: XXXXXX4629
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118

United States and its agencies:
Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

Anita M. Cream, AUSA
Chief, Asset Recovery Division
400 N Tampa St, Ste 200
Tampa, FL 33602
Via email: anita.cream@usdoj.gov

Hannah Watson, AUSA
35 SE 1st Avenue, Suite 300
Ocala, Florida 34471
Via email: hannah.watson@usdoj.gov

Jordan A. Cortez
Sean O'Neill
Alan Maza
Securities & Exchange Commission
Division of Enforcement
Miami Regional Office
801 Brickell Avenue, Suite 1950
Miami, Florida 33131
Via email: cortezjo@sec.gov
Via email: oneills@sec.gov
Via email: mazaa@sec.gov

Joint Committee of Creditors:
John D. Euliano Revocable Trust
c/o Jordan A. Shaw, Esq.
110 SE 6th Street, Suite 2900
Ft. Lauderdale, FL 33301
jshaw@shawlewenz.com
Via US mail and email

ECLYFE LLC
c/o Jordan A. Shaw, Esq.
110 SE 6th Street, Suite 2900
Ft. Lauderdale, FL 33301
jshaw@shawlewenz.com
Via US mail and email

Jerry Stanley 1022 Trust
311 Dolcetto Court
Lakeway, TX 78738
jerrystanley10@gmail.com
Via US mail and email

Jigisha Patel
12 Hidden Meadow Dr.
Scotch Plains, NJ 07076
jigishashah@yahoo.com
Via US mail and email

EXHIBIT 3

CONSOLIDATED MASTER SERVICE LIST

Michael Holguin & Co. Ltd.
81 Showcase Drive
Hannon, Ontario L0R-1P0
Mholguin12@hotmail.com
Via US mail and email

Gaurang Patel
45 Burniston Ct.
Hillsborough, NJ 08844
gaupatel79@gmail.com
Via US mail and email

Jay Kansal
4450 Leesburg Rd.
Marietta, GA 30066
drjaykansal@gmail.com
Via US mail and email

Notice of Appearances:
(Notice provided via NEF Upon Registered Users)

Counsel to the Official Committee of Unsecured Creditors
Jonathan S. Feldman, Esq.
Phang & Feldman, PA
2 S. Biscayne Blvd., Ste 1600
Miami, FL 33131-1824

Attorneys for Patrick Justin Renwald
Elizabeth R. Brusa, Esq.
Shumaker, Loop & Kendrick, LLP
101 East Kennedy Blvd., Ste. 2800
Tampa, FL 33602

Attorneys for United States of America, on behalf of the Internal Revenue Service
Christian Somodevilla, Esq.
99 N.E. 4th Street, Suite 300
Miami, FL 33132

Attorneys for John Euliano
Jeffrey R. Sonn, Esq.
Sonn Law Group P.A.
19495 Biscayne Blvd., Suite 607
Aventura, FL 33180

Attorneys for James Deppoleto
Daniel M. Coyle, Esq.
Noah M. Rosenblum, Esq.
Sequor Law, P.A.
1111 Brickell Avenue, Suite 1250
Miami, FL 33131

Attorneys for Robert R. Wilberding
Kelly Roberts, Esq.
2075 Main Street, Suite 23
Sarasota, FL 34237

Attorneys for Alston & Bird LLP
James N. Robinson, Esq.
White & Case LLP
Southeast Financial Center, Suite 4900
200 South Biscayne Boulevard
Miami, FL 33131

Attorneys for James Deppoleto
Daniel M. Coyle, Esq.
Noah M. Rosenblum, Esq.
Sequor Law, P.A.
1111 Brickell Avenue, Suite 1250
Miami, FL 33131

Attorneys for Dr. Royce McGowan
Kimberly Held Israel, Esq.
Kaufman Dolowich
301 E. Pine Street, Suite 1150
Orlando, FL 32801

Attorneys for Coinbase, Inc. and Coinbase Custody Trust Company, LLC
Matthew M. Graham, Esq.
Jason P. Hernandez, Esq.
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130

Attorneys for Bank of America, N.A.
Michael B. Green, Esq.
Gunster
600 Brickell Avenue, Suite 3500
Miami, FL 33131

CONSOLIDATED MASTER SERVICE LIST

Attorneys for Bank of America, N.A.
Becky N. Saka, Esq.
Gunster
600 Brickell Avenue, Suite 3500
Miami, FL 33131

Attorneys for Bank of America, N.A.
George S. LeMieux, Esq.
Gunster
600 Brickell Avenue, Suite 3500
Miami, FL 33131

Attorneys for JPMorgan Chase Bank, N.A.
Eliot Pedrosa, Esq.
Jones Day
600 Brickell Avenue, Suite 3300
Miami, FL 33131

Attorneys for JPMorgan Chase Bank, N.A.
Kelly A. Carrero, Esq.
Jones Day
600 Brickell Avenue, Suite 3300
Miami, FL 33131

Attorneys for JPMorgan Chase Bank, N.A.
Taylor Cavaliere Jones, Esq.
Jones Day
555 California Street, 26th Floor
San Francisco, CA 94104

Attorneys for Kurt and Wendy Kozin
William J. Levant, Esquire
Kaplin Stewart Meloff Reiter & Stein, P.C.
910 Harvest Drive; P.O. Box 3037
Blue Bell, PA 19422