

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

SECURITIES AND EXCHANGE)	
COMMISSION,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION FILE
)	NO.: 1:06CV1801-RWS
)	
ARCHIE PAUL REYNOLDS a/k/a)	JUDGE RICHARD W. STORY
DR. A. PAUL REYNOLDS, and)	
SUCCESS TRUST AND HOLDING)	
LLC,)	
)	
Defendants.)	

**RECEIVER’S PLAN OF DISTRIBUTION AND
MOTION TO APPROVE PLAN OF DISTRIBUTION**

Pat Huddleston II, Receiver in this action, asks the Court to approve the Plan of Distribution (“Plan”) set out below, to set a date for a hearing to consider the Plan and any objections, and to set a date by which all objections must be filed and served.

SUMMARY

The Court created the Success Trust and Holding, LLC Receivership at the request of the Securities and Exchange Commission on January 5, 2007.

Immediately upon his appointment, the Receiver moved to recover and to secure assets and to investigate the securities fraud that is the subject of the main action

toward complying with the Court's Order that the Receiver provide an accounting. The Receiver's Interim Reports fully describe the Receiver's progress from the date of his appointment to the present. The Receiver's most recent report is attached hereto as Appendix 1. The Receiver's Interim Reports and other important documents are posted on the Receiver's website:
www.huddlestonfirm.com/huddleston/success/index.cfm.

The Receiver has concluded that the Receivership Assets were derived from the securities fraud in question. Accordingly, the Receiver wants to return as many of those assets as possible to defrauded investors. The Receiver is pursuing two third-party actions that he expects to result in the recovery of additional assets for the Receivership. Because those actions may take months to come to a conclusion, though, the Receiver asks the Court's permission to make a distribution before they are concluded. The Receiver has estimated the likely administrative expenses from this point to the conclusion of this matter, and determined that he can distribute \$1,000,000 to the investors at this time while leaving sufficient funds in reserve to cover future administrative expenses and potential tax liabilities.

Most of the money collected by Success Trust came from people investing cash and real estate equity into one or more of Success Trust's "programs." Those programs are described in more detail in the Receiver's Third Interim Report

(Appendix 1). As described more fully below, the vast majority of those who invested funds in those programs will be receive a distribution under this Plan.

Some of the money sent to Success Trust came from people who paid to become Independent Representatives (“IRs”) of Success Trust. The Receiver’s investigation has confirmed that IRs acted as salespeople. As such, they attracted new investors to Success Trust in the hopes of receiving a percentage of the amount invested by those new investors. Without the effort of the IRs, there would have been far fewer victims of this scheme. The Receiver has therefore disallowed claims for return of IR fees.

Many IRs began their association with Success Trust by investing in one or more of the Success Trust programs, indicating to the Receiver that they did not appreciate the fraudulent nature of those programs. This Plan therefore allows IRs who also invested in the programs to share in the distribution to the extent their investment in those programs otherwise meets the conditions for recovery outlined in this Plan. Investors will receive a percentage of their Allowed Claim.

ASSETS AVAILABLE FOR DISTRIBUTION

The Receiver is pursuing two third-party actions that he believes will bring substantial additional amounts into the Receivership and allow for a subsequent distribution. The Receiver cannot yet put an accurate value on those claims.

Defendant Reynolds has yet to fully comply with this Court's Order of June 12, 2007, in that he has failed to surrender several items of personal property addressed in that Order. The Receiver estimates the value of that property to be between \$2,000 and \$3,000.

The bulk of the Receivership assets are held in three checking accounts.

(a) Success Trust and Holding, LLC Receivership Account – Bank of North Georgia, Marietta, Georgia: \$146,690.02.

(b) Success Holdings, LLC Receivership Account – Bank of North Georgia, Marietta, Georgia: \$501,872.23.

(c) Giving Hands, LLC Receivership Account – Bank of North Georgia, Marietta, Georgia: \$708,828.51.

The total cash on hand is therefore \$1,357,390.76. The Receiver estimates that \$357,390.76 will provide sufficient cushion for pursuit of additional Receivership assets and payment of future administrative expenses, and seeks to pay the balance, \$1,000,000, in this first distribution.

ARTICLE I – DEFINITIONS

All capitalized terms shall have the meanings stated below:

Section 1.01: “ALLOWED” refers to the amount from which pro rata distributions will be calculated.

Section 1.02: “ALLOWED CLAIM” means Claims designated as allowed by the Receiver or Claims which have been allowed by separate Order of the Court.

Section 1.03: “BAR DATE FOR CLAIMS” or “CLAIMS BAR DATE” means July 6, 2007.

Section 1.04: “CLAIM” refers to any demand made in writing that is received by the Receiver from any Person that demands payment from the Receivership Assets. Claims that do not conform to the Proof of Claim Form Instructions may be considered by the Receiver, in his sole discretion, or as otherwise permitted by this Plan of Distribution. But the Receiver is not obligated to consider such Claims unless he specifically agreed with the Claimant, in writing and prior to July 6, 2007, to depart from the Proof of Claim Form Instructions.

Section 1.05: “CLAIM ACKNOWLEDGMENT” refers to a document sent to a Claimant at the address specified on the Claim Form, which provides the Claim Number assigned by the Receiver, the stated Claim amount and any other Claim information the Receiver deems appropriate. A Claim lacking a complete return address shall be deemed defective and may be wholly disregarded by the Receiver.

Section 1.06: “CLAIM NUMBER” refers to the number assigned to a Claim by the Receiver. This Claim Number will be made know to the Claimant using the procedures provided in this Plan. In case of conflict, the number stated in the Claim Acknowledgment sent to the Claimant by the Receiver shall control.

Section 1.07: “CLAIMANT” refers to any Person who asserts a Claim in this case.

Section 1.08: “CLAIMS FORM” means the form used to assert a Claim as authorized and approved by this Court in the Claim Form Order.

Section 1.09: “COMMISSION” refers to any payments to a Claimant designated as commissions and/or made via ADP or PayChex payroll systems.

Section 1.10: “CONTESTED CLAIM” is a Claim to which an Objection is properly presented by the Claimant to the Court and the Receiver.

Section 1.11: “COURT” refers to the United States District Court for the Northern District of Georgia.

Section 1.12: “COVERED CLAIM” is defined as an investment made with Success Trust and Holding, LLC arising during the period from April 21, 2005 through August 2, 2006. A Covered Claim only includes the money actually deposited with Success Trust and Holding, LLC or bank accounts over which Defendant Reynolds had control, does not include interest, penalties, other charges or any other amount.

Section 1.13: “DEDUCTIONS” refers to any Refunds, Commissions, Payments on Debt, Sales Contest Payments or other payments Claimant received from Success Trust.

Section 1.14: “DEFECTIVE CLAIM” means a Claim not submitted in accordance with the Proof of Claim Form Instructions, but does not include Late Claims. A Claim lacking a complete return address shall be deemed defective and may be wholly disregarded by the Receiver.

Section 1.15: “DISALLOWED CLAIM” or “DENIED CLAIM” means (1) any Claim that the Receiver has disallowed in a writing filed with the Court or sent to the Claimant at the address stated on the Claim Form; or (2) any Claim the Receiver deems to be disallowed by this Plan.

Section 1.16: “DISTRIBUTION” refers to a payment by the Receiver on a Claim in accordance with the procedures outlined in the Plan of Distribution.

Section 1.17: “DOCUMENTED CLAIM” is a Claim submitted with the supporting documents specified in the Proof of Claim Form Instructions.

Section 1.18: “INDEPENDENT REPRESENTATIVE” or “IR” refers to a person who intended to profit from the furtherance of Success Trust’s programs by recruiting new investors.

Section 1.19: “INDEPENDENT REPRESENTATIVE FEE” or “IR FEE” refers to the fee paid in exchange for designation as a Success Trust Independent Representative or to money so designated in Success Trust records.

Section 1.20: “LATE CLAIM” means a Claim submitted or posted after the July 6, 2007 Claims Bar Date.

Section 1.21: “NET AMOUNT” or “NET” refers to the Verified Amount Invested minus any Refunds, Commissions, Payments on Debt, Sales Contest Payments or other payments from Success Trust to the Claimant.

Section 1.22: “OBJECTION” refers to a written document filed by Claimant with the Clerk of the Court disputing the Receiver’s determination of the Claimant’s Allowed Claim.

Section 1.23: “OBJECTOR” refers to a Person who files an Objection and seeks a hearing with respect to that Objection.

Section 1.24: “PAYMENTS ON DEBT” refers to payments to a Claimant designated as payments on debt or payments that reflect a percentage of the Claimant’s original investment.

Section 1.25: “PLAN” or “DISTRIBUTION PLAN” or “PLAN OF DISTRIBUTION” refers to this Plan of Distribution.

Section 1.26: “PERSON” means any natural person, corporation, partnership, association, trustee, agent, or other entity of any kind.

Section 1.27: “PROGRAM INVESTMENTS” refers to investments in any of the Success Trust schemes, i.e. the Mortgage Program, the Private Placement Program, the Best Efforts Program, the Auto, Credit, and Student Loan Debt Reduction Program. Program investments do not include IR Fees.

Section 1.28: “PROOF OF CLAIM” refers to the form approved by this Court and provided by the Receiver to Claimants to document claims against Success Trust and Holding, LLC.

Section 1.29: “RECEIVER” refers to The Huddleston Law Firm, Pat Huddleston, II, Receiver, appointed pursuant to this Court’s Order Appointing Receiver.

Section 1.30: “RECEIVER’S WEBSITE” refers to www.huddlestonfirm.com/huddleston/success/index.cfm.

Section 1.31: “RECEIVERSHIP ASSETS” refers to the assets defined as Receivership Assets in this Court’s Order Appointing Receiver.

Section 1.32: “RECEIVERSHIP ESTATE” refers to the Receivership Assets that have been or may be collected by the Receiver.

Section 1.33: “RECOVERY AMOUNT” is the Claimant’s Allowed Claim multiplied by the Recovery Percentage.

Section 1.34: “RECOVERY PERCENTAGE” is the total amount of distribution divided by the total of all Allowed Claims.

Section 1.35: “REFUNDS” means any money returned to Claimant by Success Trust as a refund of the original investment.

Section 1.36: “SALES CONTEST PAYMENTS” refers to payments made to Claimants designated as Sales Contest Payments.

Section 1.37: “SEC” refers to the United States Securities and Exchange Commission.

Section 1.38: “SUCCESS TRUST” refers to Success Trust and Holding, LLC.

Section 1.39: “TIMELY CLAIM” means a Claim submitted in accordance with the Proof of Claim Form Instructions on or before the Claims Bar Date.

Section 1.40: “VERIFIED” is the amount consistent with the claimed amount that the Reciever was able to verify via the records available.

This Plan refers to the following existing Orders of this Court:

Section 1.41: “CLAIM FORM ORDER” refers to the Order Granting Receiver’s Motion to Approve Claim Form, dated May 11, 2007, which set July 6, 2007 as the Bar Date for Claims.

Section 1.42: “ORDER APPOINTING RECEIVER” refers to the Orders Appointing Receiver dated January 5, 2007 and July 23, 2007.

ARTICLE II – CLAIMS REVIEW AND DETERMINATION

Section 2.01: Discretion of Receiver. The Receiver has, in the exercise of his sole discretion, determined whether a Claim should be designated as an Allowed Claim, and what information, if any, to require before allowing or disallowing a claim.

Section 2.02: Filing Requirement. Except as otherwise ordered by the Court, on or before the Claims Bar Date, each Claimant should have filed, via fax, through governmental mail, or by overnight delivery to the Receiver's offices, a properly completed Proof of Claim Form reflecting the amount of the Claim and all supporting documentation. All Proof of Claim forms should have been filed with the Receiver, and not the Court. Unless waived by the Receiver in writing, in the Receiver's sole discretion and for good cause shown, any Claimant who did not file a properly completed and documented Proof of Claim on the prescribed Proof of Claim form before the Claims Bar Date is forever barred from asserting a Claim against the Receivership Estate or the Receivership Assets. Any purported filing of a Proof of Claim that is not properly documented or that does not reasonably comply with the Proof of Claim Form Instructions, may be rejected by the Receiver and treated as if no Proof of Claim had been timely filed by the Claimant. The burden is on the Claimant to ensure that his or her Proof of Claim has been properly received by the Receiver and that all requested information has been provided.

Section 2.03: Claim Determinations Generally. The Receiver has reviewed each Proof of Claim to determine the apparent validity and amount of such Claim, to classify such Claim, and to make any additional recommendations to the Court on issues relevant to the Claim. Each Claimant has the burden of proof to establish the validity, amount, and classification of his or her Claim. The Receiver has the right to request, and the Claimant is obligated to provide to the Receiver, any additional information and/or documentation deemed relevant by the Receiver. The Receiver has, in his sole discretion, determined what information, if any, to require before allowing or disallowing a Claim, and determining how a Claim should be classified. The Receiver may divide a Claim and classify it into more than one class. The Receiver may divide a Claim, and treat a part of the Claim as an Allowed Claim, and treat the balance as either a Disallowed Claim or reserve a determination with respect to the balance of the Claim. In determining the amount of an Allowed Claim, the Receiver has the right to set-off against a Claim any Claims which the Receiver or the SEC has against the Claimant, as well as any Refunds, Commissions, Payments on Debt, Sales Contest Payments or other payments received by the Claimant with respect to the Claimant's investment. Should these set-offs result in a negative amount, the Receiver shall be entitled to recover from the Claimant the amount by which the Claim is negative. Failure to

provide complete and truthful information may subject the Claimant to disqualification.

Section 2.04: Further Determination. The Receiver has computed for each Claim the Confirmed Amount Invested, Refunds, Commissions, Payments on Debt, Sales Contest Payments, other payments received, the Net Amount, and the Allowed Amount. The Receiver has set a Recovery Percentage based on the amount of Receivership Assets available for distribution divided by the total of all Allowed Claims. The Receiver has classified the Claim Amounts into categories as follows:

- A. IR Fees – will be disallowed for the reasons stated above.
- B. Program Investments – the Allowed Claim for Program Investments will be the Claimant’s Net Amount of money invested, but does not include real estate equity pledged to Success Trust. In case of a Claimant who received more than he or she invested, the Claimant’s Net Amount will be zero.

Section 2.05: Late or Defective Claims. The Receiver has no obligation to consider any Late or Defective Claims until all Timely Claims have been (1) approved by the Receiver, (2) approved by the Court, or (3) denied both by the Receiver and the Court. The Receiver shall, however, be entitled, in his sole discretion, to consider and approve Late or Defective Claims in due course to the

extent that processing such Claims does not unreasonably delay the handling of Timely Claims, and to the extent, in the Receiver's opinion, good cause existed for the tardiness or defectiveness of the Late or Defective Claim.

Section 2.06: Notice of Claim Determination and Hearing Notice. The Receiver has prepared a schedule showing the Receiver's Claim Determination including Late or Defective Claims. The Receiver will mail, by reasonable means, to those Claimants known to the Receiver, the Receiver's Claim determination with instructions on retrieving detailed Claim information from the Receiver's website. The Receiver will post on its website a list of Claims, including on such list for each Claim: (i) the Claim Number assigned, (ii) the Receiver's determination whether to Allow or Disallow the Claim, in whole or in part, (iii) the amount of any Allowed Claim; and (iv) the class(es) assigned by the Receiver. The Receiver will provide notice to those Claimants known to the Receiver of the hearing date upon which the Court will rule on the Receiver's Claim Determination and Plan of Distribution and hear any objections, either with the above-referenced mailing, by separate mailing, or by posting on the Receiver's website.

Section 2.07: Objection by Claimants. Any Claimant who is dissatisfied with the Receiver's Claim Determination and Plan of Distribution may file an Objection with the Court. Objections must be filed in writing by the Claimant with

the Clerk of the District Court, United States District Court for the Northern District of Georgia Atlanta Division, Richard B. Russell Federal Building and Courthouse, 75 Spring Street SW, Room 2211, Atlanta, GA 30303-3361.

Claimant must also send a copy of the Objection to the Receiver's office at 707 Whitlock Avenue, Suite B-21, Marietta, Georgia 30064-4656. Objections must be received by the Court and the Receiver no later than ten (10) business days prior to the hearing date set by the Court. At a minimum, any objection must contain the following:

- (1) A caption setting forth the name of the Court, the names of the plaintiff, and defendants, and the case number as noted above;
- (2) The name of the Claimant, Claim Number and a description of the basis for the amount of the Claim;
- (3) A concise statement setting forth the reasons why the Claim should not be disallowed or modified as set forth in the Plan of Distribution;
- (4) All documentation or other evidence of the Claim upon which Claimant will rely in opposing the Claim Determination and Plan of Distribution;
and
- (5) The address(es) to which the Receiver may send Claimant any reply to the objection.

Claimant may, but is not required to, retain the services of an attorney to file any such objection. If no objection is received, the Court may enter an Order allowing or disallowing the claims as set forth in the Plan of Distribution. Should a Claimant make an objection to the Distribution Plan, the Claimant must be present to defend the Claim on the hearing date set by the Court to hear such objections; or the Court may enter the relief requested by the Receiver in the Plan of Distribution.

Section 2.08: Opportunity to be Heard. The Court shall hold a hearing, and at the conclusion of such hearing shall make the final determination for each Claim and Objection as to the amount approved for payment and classification(s). An Objector shall have the burden of proof in such hearing. Those claims approved by the Court shall thereafter be deemed Allowed Claims.

ARTICLE III – PAYMENT OF CLAIMS

Section 3.01: Priority of Distributions. The Receiver is hereby expressly authorized to pay Allowed Claims pro rata from the Receivership Assets (in the form of a check made payable to the Claimant and sent by reasonable means to the Claimant using the information listed on the Claim Form) in the following order of priority:

Class 1: Administrative Claims. Class 1 claims are for expenses of administering the Receivership and include fees and expenses paid in connection with preserving assets of the Receivership, fees and expenses

paid in accordance with the Receivership Orders or other Orders of the Court and fees and expenses of the Receiver and his financial consultants and attorneys. The Receiver will not know the full amount of Class 1 claims until the conclusion of this case. The Receiver is retaining \$357,390.76 which he believes adequate to pursue additional Receivership assets and to meet all future administrative claims. All Class 1 claims shall be paid in full from funds held in the Receivership checking accounts.

Class 2: Tax Claims. The Receiver has determined that there are no tax liabilities for the Receivership entities for the 2006 tax year. There may be tax liabilities arising from interest earned on frozen funds for the 2007 tax year. All Class 2 claims will be paid in full from funds held in the Receivership checking accounts.

Class 3: Verified Claims for Program Investments. Class 3 claims are those for investment in Success Trust programs, minus amounts paid to become a Success Trust IR, refunds, deductions, or other payments from Success Trust to the Claimant. Class 3 claims will be paid pro rata until the amount available for distribution is exhausted or until such claims have been paid in full.

Class 4: Verified Late or Defective Claims for Program Investments. Class 4 claims are the same as Class 3 claims except that the Claim Form

was posted after the Bar Date, was unsupported, or was otherwise defective. Class 4 claims will be paid pro rata from the amount available for distribution after Class 3 claims have been paid in full, until the amount available for distribution is exhausted or until such claims have been paid in full.

Class 5: Verified Claims of Creditors. Class 5 claims are those submitted by individuals and/or businesses that provided goods or services to Success Trust. Class 5 claims will be paid after claims in Classes 1 through 4 have been paid in full, pro rata until the amount available or distribution has been exhausted or until the claims are paid in full.

Class 6: Verified Late or Defective Claims of Creditors. Class 6 claims are the same as Class 5 claims except that the Claim Form was posted after the Bar Date, was unsupported, or was otherwise defective. Class 6 claims will be paid pro rata from the amount available for distribution after Class 5 claims have been paid in full, until the amount available for distribution is exhausted or until such claims have been paid in full.

The Receiver shall pay Claims in order of priority pro rata until they are paid in full or the amounts available for distribution are exhausted.

Section 3.02: Multi-Class Claims. The Receiver has classified some Claims into more than one class. Where Receiver has divided a Claim he may

treat a part of the Claim as an Allowed Claim, and treat the balance as either a Disallowed Claim or reserve a determination with respect to the balance of the Claim.

Section 3.03: Distributions to be Made From Receivership Assets. In making distributions of Receivership Assets to any of the classes of Claimants set forth above, the Receiver may utilize any Receivership Assets. Additionally, the Receiver may utilize any other assets transferred to the Receiver by agreement of the Person then in possession, custody or control of assets so transferred. In the event funds are transferred by agreement, such funds shall be deemed Receivership Assets. Likewise, whenever assets are transferred to the Receiver pursuant to an order of any court of any jurisdiction, foreign or domestic, such assets shall be deemed Receivership Assets. Whenever the Receiver is in doubt as to whether property may be Receivership Assets, he may apply to the Court for determination of same.

Section 3.04: Payment of Distributions. The Receiver is hereby expressly authorized to pay Allowed Claims pro rata from Receivership Assets (in the form of a check made payable to the Claimant and sent by reasonable means to the Claimant using the information listed on the Claim Form) as set forth in this Plan of Distribution.

Section 3.05: Interim Distributions. The Receiver shall make first interim distributions under the Plan of Distribution as soon as practicable, but no later than sixty (60) days after a final order is entered by the Court approving the Plan of Distribution. Based on the total of all Allowed Claims by investors in Success Trust programs and the cash available for distribution, Claimants will receive 36% of their Allowed Claims. Subsequent distributions may be made, subject to the discretion of the Receiver, when material amounts are available to distribute and/or upon entry of an Order by the Court that resolves the Contested Claims. Such distributions shall be made in accordance with the terms of this Plan, unless the Court orders otherwise. The Receiver may at his discretion make no further distributions until such time as the Receiver determines that it is appropriate to make a final distribution and close the case pursuant to an Order of the Court.

Section 3.06: Final Distribution. At such time as all Receivership Assets have been fully administered, all Claims have been resolved by Final Order of the Court, and after approval of a final report and accounting, the Receiver shall make a final distribution.

Section 3.07: Rounding. Notwithstanding any other provision to the contrary, no payments of fractions of dollars will be made. Whenever any payment of a fraction of a dollar would otherwise be called for, the actual payment will reflect a rounding of such fraction to the nearest whole dollar (up or down).

Section 3.08: Reserve Permitted But Not Required. The Receiver will make reasonable efforts to notify any and all potential Claimants pursuant to this Plan of Distribution. The Court expressly authorizes the Receiver to pay Claims according to the terms of this Plan without regard for the possibility that Claims may, with good cause, be presented late. The Court will consider any such Claims on a case-by-case basis, but will not expect the Receiver to have accrued Receivership Assets to guard against this possibility. The Receiver may reserve funds for such investors. To the extent that the Receiver does reserve funds, the Receiver shall so notify the Court and the SEC, and shall periodically report to the Court and the SEC as to the Receiver's plan for ultimate disposition of the reserved funds. In the event that any additional investors come forward, the procedures herein regarding the claims process shall apply as to those investors.

Section 3.09: Payment Effects Release. If a Claim is paid by the Receiver pursuant to this Plan, then any and all claims, demands, rights, and causes of action of any nature whatsoever, whether arising at law or in equity, known or unknown, asserted or unasserted, for all damages (whether actual or punitive, known or unknown, latent or patent, foreseen or unforeseen, direct or indirect or consequential, matured or unmatured, and accrued or not accrued), and debts, and liabilities of whatever nature that are or could be asserted by the Claimant or any other person against the Receiver or its agents, the SEC, or any defendant, or any

Receivership Property are hereby discharged, released, extinguished, and satisfied. By effecting notice of claim determinations according to the terms of this Plan, the Receiver shall be deemed to have provided reasonable and sufficient notice to all Persons, and neither the Receiver nor any Person accepting Receivership Assets from the Receiver shall have any liability to any Person other than the Receiver to return any assets used for payment or satisfaction of an Allowed Claim, nor to compensate any Person in any respect for having paid or otherwise satisfied an Allowed Claim, nor for any other action taken in good faith under or relating to this Plan or arising out of the processing of any Claim, including, but not limited to, any act or omission in connection with or arising out of the administration of Claims or this Plan or the Receivership Estate to be distributed hereby. In the event of any Claim being made against the Receiver for such matters, whether or not willful misconduct is alleged, the Receiver shall be entitled to a defense by counsel of its choice, payable as any other professional expenses herein, and the provisions of the Order Appointing the Receiver, shall otherwise apply.

Section 3.10: Unclaimed Distributions. Except as otherwise provided herein, any Person who fails to claim any distribution within ninety (90) days from any payment date shall forfeit all rights thereto; subject, however, to any request or recommendation made by the Receiver for additional time to locate any Person

who may be unaware of a distribution award because such Person has not received notice about this claims process.

Section 3.11: Disposition of Remaining Receivership Assets. Should the Receiver ultimately determine that there exists a surplus of Receivership Assets, including any reserved funds, in excess of all Claims which can be reasonably identified and Allowed, the Receiver shall so notify the Court and the SEC, and the SEC and the Receiver shall seek the Court’s approval for final disposition of the remaining Receivership Assets.

ARTICLE IV – PARALLEL AND RELATED PROCEEDINGS

Section 4.01: Claims of Other Creditors and Actions to Resolve Other Claims or Other Disputes Involving Receivership Property. To the extent that claims of third-parties are raised with respect to Receivership Property in any other action or proceeding, “no action for equitable relief instituted by the Commission pursuant to the securities laws shall be consolidated or coordinated with other actions not brought by the Commission, even though such other actions may involve common questions of fact, unless such consolidation is consented to by the Commission.” 15 U.S.C. §78u(g). Furthermore, there shall be no right of intervention by any Claimant in this action, unless consented to by the SEC.

Section 4.02: Interpleader – Receiver as Stakeholder. The Receiver is hereby expressly authorized to receive and to hold separate and apart from other

Receivership Property any assets tendered voluntarily to the Receiver by any Person in the same fashion as would the Clerk of the Court in a case where assets are interpled or otherwise deposited into the registry of the Court, and to refrain from commingling such assets with Receivership Property otherwise available for distribution under this Plan. The Receiver is authorized to settle out of such assets any claims thereto. The Receiver is further authorized to apply to this Court for a determination as to the ownership of any such assets, and to join any parties necessary to effect such a determination.

ARTICLE V – RETENTION OF JURISDICTION

Section 5.01: Exclusive Jurisdiction. This Court has had since August 2, 2006, and shall continue to retain exclusive jurisdiction over the Receiver, the Receivership and all Receivership Assets. Accordingly, in determining whether a Claim or any portion thereof is an Allowed Claim, the Receiver may, but shall not be required to, consider (nor shall the Receiver be subject to) any judicial determination by any court, tribunal, agency or authority whatsoever (other than this Court) rendered as to any Receivership Assets from and after August 2, 2006, unless this Court directs otherwise. No action taken by or against the Receiver with regard to any pending matter in any other court shall be deemed to have terminated, limited, reduced, waived, or relinquished this Court's exclusive jurisdiction.

Section 5.02: Continuing Jurisdiction. This Plan and the Order approving this Plan are not, and are not intended to be, and therefore shall not be deemed to be either a final adjudication of this matter or a termination, limitation, reduction waiver or relinquishment of this Court's exclusive jurisdiction with regard to all Receivership Assets and all matters in controversy in this case. This Court shall continue to have and retain exclusive jurisdiction over all matters existing or arising in this Receivership or related in any way thereto, including, but not limited to, all matters relating to approving or denying Claims, making Distributions on Approved Claims, and locating, recovering, settling claims to, and liquidating Receivership Assets. Furthermore, this Court, upon the request of the Receiver or the SEC, or upon its own motion, may make further modifications to this Plan or the Order Approving this Plan, including, but not limited to, modifications which may affect the Receiver's determination with respect to, or payment of, any particular claim, or the amount of any particular distribution.

CONCLUSION

The Receiver hereby respectfully asks that the Court approve the above Plan of Distribution, that the Court set a date to take evidence and hear argument on any Objections to the Plan, and that the Court set a deadline for the receipt of objections of no fewer than ten (10) business days before the date of the hearing.

Respectfully submitted this 30th day of October 2007.

s/ Pat Huddleston, II
Pat Huddleston, II
Georgia Bar No. 373984
Receiver

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

SECURITIES AND EXCHANGE)	
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v.)	CIVIL ACTION FILE
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DR. A. PAUL REYNOLDS, and)	
SUCCESS TRUST AND HOLDING)	
LLC,)	
)	
Defendants.)	

CERTIFICATE OF SERVICE

This certifies that I have this day served a copy of the foregoing *Receiver's Plan of Distribution and Motion to Approve Plan of Distribution* via the CM/ECF electronic filing system upon the following:

Alana R. Black, Esq.
U.S. Securities and Exchange
Commission
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Cauthorn & Nohr
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This 30th day of October, 2007.

s/ Pat Huddleston II
Pat Huddleston II
Georgia Bar No. 373984
Receiver

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