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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:		Chapter 11
Genesis Global Holdco, LLC, et al.,	,1	Case No.: 23-10063 (SHL)
Debto	ors.	Jointly Administered

MEMORANDUM OF LAW IN SUPPORT OF CONFIRMATION AND OMNIBUS REPLY TO OBJECTIONS TO CONFIRMATION OF THE PLAN OF REORGANIZATION OF GENESIS GLOBAL HOLDCO, LLC ET AL., UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

The Genesis Debtors in the above-captioned cases, along with the last four digits of each Genesis Debtor's tax identification number as applicable, are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564); Genesis Asia Pacific Pte. Ltd. (2164R). For the purpose of the above-captioned cases, the service address for the Genesis Debtors is 175 Greenwich Street, Floor 38, New York, New York, 10007.

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Genesis Global Holdco, LLC ("GGH") and its affiliated debtors and debtors-in-possession (collectively, the "Debtors") in the above-captioned cases (the "Chapter 11 Cases"), hereby submit this memorandum of law (the "Memorandum") in support of entry of an order (the "Confirmation Order") confirming the Debtors' Amended Joint Chapter 11 Plan, dated November 28, 2023 (ECF No. 989) (as may be revised, amended, restated, supplemented, altered or modified from time to time, the "Plan"), and as supplemented by the supplements to the Plan filed at ECF Nos. 1117, 1131, 1137 and 1144 (as may be revised, amended, restated, supplemented, altered or modified from time to time, collectively, the "Plan Supplement"), pursuant to § 1129 of title 11 of the United States Code (as amended, the "Bankruptcy Code"), and in reply to the:

- Gemini Trust Company, LLC's Response and Reservation of Rights with Respect to Confirmation of the Debtors' Amended Joint Chapter 11 Plan, ECF No. 1239 (the "Gemini Reservation");³
- Digital Currency Group, Inc. and DCG International Investments Ltd.'s Objection to Confirmation of the Debtors' Amended Plan, ECF No. 1257 (the "DCG Objection" or "DCG Obj.");
- Objection of SOF International, LLC to Debtors' Amended Joint Chapter 11 Plan, ECF No. 1218 (the "SOF Objection" or "SOF Obj.");
- Genesis Crypto Creditors Ad Hoc Group's Objection to Confirmation of the Amended Joint Chapter 11 Plan of Genesis Global Holdco, LLC, Genesis Global Capital, LLC, and Genesis Asia Pacific PTE. Ltd., ECF No. 1238 (the "CCAHG Objection" or "CCAHG Obj.");
- Objection and Reservation of Rights Regarding Debtors' Amended Joint Chapter 11 Plan, ECF No. 1252 (the "BAO Objection" or "BAO Obj.");
- Objection of the United States Trustee to the Confirmation of the Debtors' Joint Amended Chapter 11 Plan, ECF No. 1202 (the "UST Objection" or "UST Obj.");

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

The Debtors understand that the issues raised in the Gemini Reservation have been resolved. To the extent any issues are raised by Gemini at the Confirmation Hearing, the Debtors reserve all rights.

- Reservation of Rights of the Ad Hoc Group of Genesis Lenders to Confirmation of the Debtors' Amended Joint Chapter 11 Plan, ECF No. 1240 (the "AHG Reservation");⁴
- Reservation of Rights of the New York State Office of the Attorney General with Respect to the Debtors' Amended Joint Chapter 11 Plan, ECF No. 1232 (the "NYAG Reservation"); and
- Reservation of Rights of [Redacted] to Notice of Filing of Plan Supplement for the Debtors' Amended Joint Chapter 11 Plan, ECF No. 1237.

This Memorandum is also supported by the following:

- Affidavit of Service of Solicitation Materials, ECF No. 1194 (the "Solicitation Affidavit"), a copy of which is attached hereto as **Exhibit A**;
- Amended Declaration of Alex Orchowski of Kroll Restructuring Administration LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Debtors' Amended Joint Chapter 11 Plan, ECF No. 1295 (the "Amended Voting Report"), a copy of which is attached hereto as **Exhibit B**;
- Declaration of Joseph J. Sciametta, Managing Director of Alvarez & Marsal North America LLC, in Support of Confirmation of the Debtors' Amended Joint Chapter 11 Plan (the "Sciametta Decl."), a copy of which is attached hereto as **Exhibit C**;
- Declaration of Paul Aronzon, Member of the Special Committee of Board of Directors of Genesis Global Holdco, LLC, in Support of Confirmation of the Debtors' Chapter 11 Plan (the "Aronzon Decl."), a copy of which is attached hereto as **Exhibit D**;
- The Declaration of Brad Lenox in Support of the Debtors' Memorandum of Law in Support of Confirmation and Omnibus Reply to Objections to Confirmation of the Plan of Reorganization of Genesis Global Holdco, LLC et al., Under Chapter 11 of the Bankruptcy Code (the "Lenox Decl."), a copy of which is attached hereto as Exhibit E.⁵

In further support of confirmation of the Plan, the Debtors respectfully state as follows:

The Debtors are working with the Ad Hoc Group to resolve the concerns raised in the AHG Reservation regarding the proposed Debtor Releases. To the extent any issues relating to the Debtor releases are raised by the Ad Hoc Group at the Confirmation Hearing, the Debtors reserve all rights.

⁵ Attached to the Lenox Decl. as Exhibits 1-9 are true and correct copies of the CCAHG MBAs (as defined therein). The CCAHG MBAs are identical in all material aspects.

PRELIMINARY STATEMENT

- 1. The Plan embodies a settlement between the Debtors and the vast majority of their creditors that preserves value for creditors by making distributions in kind, in the form of the same cryptocurrency assets that were loaned to the Debtors, to the greatest extent possible. The Distribution Principles are the result of months-long arms'-length negotiations among various creditor groups and embody a comprehensive settlement that aims to reconcile and give consideration to the positions of numerous opposing creditor groups, all represented by sophisticated counsel, including the Official Committee of Unsecured Creditors (the "Committee"), the Ad Hoc Group, the Ad Hoc Group of Dollar Lenders (the "Dollar Creditor Group"), and the Crypto Creditors Ad Hoc Group ("CCAHG"). All of these creditor groups represent holders of different asset classes which, accordingly, took different (and in some cases diametrically opposed) views as to the appropriate means by which to satisfy the claims of the Debtors' creditors in a manner consistent with the requirements of the Bankruptcy Code and with principles of equity.
- 2. The Plan does not contemplate a full recovery for any creditor who loaned cryptocurrency assets to the Debtors. In fact, in the high case, cryptocurrency creditors are set to receive approximately 77% recoveries on their in-kind claims.⁶ Put simply, the majority of the Debtors' creditors are owed cryptocurrency assets, and because the claims against the Debtors for such cryptocurrency assets exceed the assets available for distribution (*i.e.*, the Debtors are insolvent), the Plan seeks to distribute all available assets, *pro rata*, to creditors, who will receive

⁶ See Sciametta Decl. ¶ 18.

partial recoveries.⁷ The Debtor's parent and majority shareholder, DCG, has objected to the Plan because it seeks to exploit the Chapter 11 process for its own benefit, and to recover on account of its equity interests value that is owed to creditors, while creditors are deprived of the benefit of their bargain and left significantly worse off as a result of the Chapter 11 Cases. Even more egregious, DCG is attempting to use the bankruptcy process to wipe out its obligations to pay a \$1.1 billion note, as well as millions of dollars in other obligations, owed to the Debtors.⁸

- 3. Furthermore, DCG's assertion that the process that led to the Plan and the Distribution Principles excluded DCG could not be further from the truth. The Debtors' engagement with DCG on a potential global resolution of the claims against the Debtors and DCG began well before the commencement of the Chapter 11 Cases and continues to this day.
- 4. DCG's objection should be overruled. As a threshold matter, DCG lacks standing to object to the Plan given the approximately \$32 billion in Claims asserted by Governmental Units that stand between it and any potential recoveries to equity. DCG's objection also fails because § 502(b) only applies if there is an objection to Claims, which is not the case here. Moreover, § 502(b) is not a cap on creditor recoveries that would require the Debtors to strip the creditors of their contractual rights in order to give equity a windfall from Chapter 11. This is particularly true in this case, where equity owes the Debtors more than \$1.1 billion and colorable claims exist against equity as a result of its pre-bankruptcy conduct. To be sure, the Debtors have

Thus, contrary to DCG's self-serving narrative, these creditors are not capturing any "upside"—indeed, they are receiving substantially less than what they are owed. Here, the creditors are not receiving any "windfall;" it is DCG that is seeking a windfall in the form of all of the appreciation of Digital Assets since the Petition Date.

All this is against the background of the Debtors' investigation, which resulted in the Debtors' belief that they possess significant, colorable claims against DCG on numerous theories of liability, including some involving potential wrongdoing by DCG and/or its principals. See Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC et al., Under Chapter 11 of the Bankruptcy Code, ECF No. 1031 (as may be revised, amended, restated, supplemented, altered or modified from time to time, the "Disclosure Statement") Art. VI.F(i).

the discretion to propose and implement a plan that distributes to creditors all of their available assets until creditors receive the benefit of their bargain as they would if their claims were reinstated. Indeed, even if the Debtors were solvent (which they are not), as DCG intimates in its objection, the "solvent debtor" exception would dictate giving the creditors the full benefit of their contractual bargain ahead of any recoveries to equity, which in this case would mean full recoveries in-kind.

- 5. The objection filed by the CCAHG similarly fails. The CCAHG has objected to the Plan by arguing that the Claims of its members should be treated as administrative claims or as rejection damages claims valued as of the date of distribution under § 562. However, the contracts between each of the members of the CCAHG and the Debtors were plainly prepetition contracts obliterating any basis to assert administrative expense priority. Additionally, these contracts are not executory and even if they were, the appropriate rejection date would be the petition date. The CCAHG's objection to the proposed Debtor and the Non-Debtor Releases should also be overruled. The Releases are supported by the findings of the Special Committee's investigation of potential causes of action and the substantial benefit to the estate provided by the Released Parties during the pendency of these cases.
- 6. In sum, these and other objections to the Plan are without merit and should be overruled. As described more fully herein, the Debtors believe the Plan satisfies all requirements for confirmation and should be approved.

BACKGROUND

I. Commencement of the Chapter 11 Cases

7. GGH (together with the other Debtors and GGH's non-Debtor subsidiaries, the "<u>Company</u>") and its non-Debtor affiliate Genesis Global Trading, Inc. ("<u>GGT</u>") provided lending and borrowing, spot trading, derivatives and custody services for digital assets and fiat

currency. The Debtors engaged in lending, borrowing and certain trading services, while the Non-Debtor Subsidiaries engaged in derivatives, custody and most of the Company's trading services. GGH is a sister company of GGT and 100% owned by Digital Currency Group, Inc. ("DCG"). 9 On January 19, 2023, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the date of such filing, the "Petition Date").

II. Key Negotiations

- 8. Even prior to the Petition Date, the Debtors engaged with key creditor constituencies and DCG in an attempt to reach a consensual resolution that would obviate the need for a Chapter 11 case. Those discussions continued even after the Petition Date. In order to facilitate settlement discussions, at the outset of these Chapter 11 Cases, on January 20, 2023 the Debtors filed a standalone plan, *Debtors' Joint Chapter 11 Plan*, ECF No. 20 (the "Initial Plan"), providing a framework for a confirmable chapter 11 plan even in the absence of a global settlement. *See* Aronzon Decl. ¶¶ 11-13. Following the filing of the Initial Plan, the Debtors continued to engage in discussions with key stakeholders in an attempt to reach a global settlement with all parties in interest. *See* Aronzon Decl. ¶¶ 14-15. The Debtors successfully negotiated a deal in principle among major stakeholders, including DCG and the Ad Hoc Group, that was filed with the Court on February 10, 2023. *See* Aronzon Decl. ¶¶ 16-17. 10
- 9. After the February 2023 deal in principle was abandoned, the Debtors kept trying to reach a global deal. Those efforts led to the appointment of a mediator, former Bankruptcy Judge Randall Newsome, in April 2024 and extensive mediation sessions among key

For additional detail regarding the events leading up to the Petition Date, see Declaration of A. Derar Islim in Support of First Day Motions and Application in Compliance with Local Rule 1007-2, ECF No. 17.

For additional background regarding the key negotiations between the Debtors and other major stakeholders, see generally Aronzon Decl. ¶¶ 11-58. See also Disclosure Statement.

stakeholders over several months. Following extensive negotiations, the Debtors filed an amended plan, ECF No. 427 (the "June Plan") on June 13, 2023, reflecting substantial agreement on certain key issues among the Debtors, the Committee and the Ad Hoc Group.

- 10. The Debtors and the Committee continued negotiations with DCG and the Ad Hoc Group after filing the June Plan, including additional mediation efforts that resulted in an agreement in principle among the Debtors, the Committee, and DCG (the "Agreement in Principle"), but which did not gain the support of the Ad Hoc Group. Despite their good faith efforts, the Debtors and their key creditor constituencies were still unable to reach an agreement with DCG on final debt terms (which was needed to put forth a consensual plan).
- York Attorney General (the "NYAG") filed a lawsuit in the Supreme Court of the State of New York against certain of the Debtors, DCG and Gemini Trust Company, LLC ("Gemini") and other related parties (the "NYAG Action") alleging that they defrauded investors in connection with the Gemini Earn Program and the DCG Note and seeking an injunction against DCG continuing to conduct business in New York. ¹¹ The NYAG Action created a substantial cloud over the Agreement in Principle because the latter contemplated the issuance of long-term debt by DCG. Ultimately, the Debtors and the Committee determined that pursuing the Agreement in Principle with DCG while the NYAG Action was pending was not viable. Accordingly, the Debtors continued to pursue the Plan, which incorporated the key concepts of the Initial Plan and June Plan with additional modifications.

On February 8, 2024, the Debtors filed the *Debtors' Motion for Entry of an Order Approving a Settlement Agreement Between the Debtors and the New York State Office of the Attorney General*, ECF No. 1275 (the "NYAG Settlement Motion"), seeking the Court's approval of a settlement agreement reached between the Debtors and the NYAG. A hearing on the NYAG Settlement Motion is scheduled before the Court on February 26, 2024.

- 12. Throughout these Chapter 11 Cases, the Debtors have remained steadfastly committed to providing a transparent process that would produce a value-maximizing restructuring for their creditors on an expedited timeline. The Debtors, in consultation with their legal and financial advisors, have concluded that the Plan achieves that objective. On November 28, 2023, the Debtors, the Committee and certain other creditors (the "PSA Creditors") entered into a plan support agreement (the "PSA") providing, among other things, that subject to receipt of a Bankruptcy Court-approved Disclosure Statement and the terms of the PSA, the PSA Creditors agreed to vote, and the Committee agreed to encourage Holders of Claims to vote, to accept the Plan (subject to the Plan including certain conditions specified therein. *See Notice of Filing of Plan Support Agreement*, ECF No. 1008.
- 13. Even prior to the execution of the PSA, the Debtors, the PSA Creditors, and certain other creditor groups began to negotiate the principles that would govern distribution of the Debtors' assets, ultimately taking the form of the Distribution Principles after multiple months of hard-fought, arms' length negotiations. The Distribution Principles represent a compromise and settlement among dollar and digital creditors, consisting of five steps intended to maximize in-kind and like-kind distributions to creditors to Holders of Allowed General Unsecured Claims on a *pro rata* basis. 13

See Declaration of Bradley Geer in Support of the Official Committee of Unsecured Creditors' Memorandum of Law in Support of Confirmation of the Amended Joint Chapter 11 Plan and Omnibus Response to Objections Thereto, filed by the Committee as an exhibit to its Memorandum of Law in Support of Confirmation of the Amended Joint Chapter 11 Plan and Omnibus Response to Objections Thereto.

Even before the filing of the Plan, the Debtors have been clear in their intention to make and maximize in-kind distributions to creditors. *See, e.g.*, Sept.6, 2023 Hr'g Tr. 64:25 – 65:6; Oct. 24, 2023 Hr'g Tr. 32:21 – 33:4; Nov. 28, 2023 Hr'g Tr. 40:9 – 41:11.

III. Plan Solicitation and Voting Results

- 14. On November 28, 2023, the Debtors filed the Plan. On December 6, 2023, the Bankruptcy Court entered the order approving the Disclosure Statement (ECF No. 1027) (the "Disclosure Statement Order"), and on December 6, 2023, the Debtors filed a final solicitation version of the Disclosure Statement (ECF No. 1031). The Debtors then promptly caused Kroll Restructuring Administration (the "Solicitation Agent") to commence solicitation of votes on the Plan in compliance with the Disclosure Statement Order. After the distribution of Solicitation Packages and Non-Voting Status Notice Packages (each as defined in the Disclosure Statement Order), voting commenced.
- 15. The Voting Deadline for all Holders of Claims entitled to vote on the Plan was January 10, 2024 at 4:00 p.m., prevailing Eastern Time. On February 12, 2024, the Amended Voting Report was filed. As set forth in the Amended Voting Report, the Plan has been overwhelmingly accepted by the voting classes of creditors. *See generally* Amended Voting Report.

ARGUMENT

I. The Plan Should Be Confirmed

- A. <u>The Distribution Principles Embody Broad Creditor Consensus and Should Be Approved Under Bankruptcy Rule 9019</u>
- 16. The Distribution Principles are the result of hard-fought, arms'-length negotiations between the Debtors and certain of their major creditor constituencies over the course of many months, and have the support of the Committee, the Ad Hoc Group (whose members include holders of both crypto and dollar-denominated claims) and the Dollar Creditor Group. The Debtors and their advisors have sought to resolve thorny intercreditor disputes over distributions under the Plan. Indeed, the Distribution Principles represent a compromise of disparate positions,

including creditors holding dollar claims (who sought to value claims and make distributions on Petition Date valuations), on the one hand, and creditors holding crypto-denominated claims (who sought to value claims and make distributions at Distribution Date valuations) on the other. For the reasons set forth herein, the Distribution Principles are fair and equitable, in the best interest of the estate, an exercise of the Debtors' sound business judgment, and should be approved.

- 17. Courts may approve a compromise or settlement after notice and a hearing. See Fed. R. Bankr. P. 9019(a). Plan settlements of non-debtor claims are determined under the same standards that govern Bankruptcy Rule 9019 settlements. See In re Texaco Inc., 84 B.R. 893, 901 (Bankr. S.D.N.Y. 1988) (considering settlement of creditor's claim under a plan under Bankruptcy Rule 9019 standards).
- 18. A settlement approved through a plan must be "fair and equitable, and in the best interests of the estate." *In re Ditech Holding Corp.*, 606 B.R. 544, 623 (Bankr. S.D.N.Y. 2019). A court has significant discretion to determine whether a settlement satisfied these standards, and that decision will not be disturbed absent a clear abuse of discretion. *See, e.g., id.* at 623.¹⁴ In addition, a bankruptcy court should exercise its discretion "in light of the general public policy favoring settlements." *In re Hibbard Brown & Co.*, 217 B.R. 41, 46 (Bankr. S.D.N.Y. 1998). In its evaluation, a bankruptcy court need not decide the numerous issues of law and fact raised by the settlement, but rather should "canvas the issues and see whether the settlement 'fall[s] below the lowest point in the range of reasonableness." "15

See also In re Purofied Down Prods. Corp., 150 B.R. 519, 522 (S.D.N.Y. 1993) ("A Bankruptcy Court's decision to approve a settlement should not be overturned unless its decision is manifestly erroneous and 'a clear abuse of discretion.") (citations omitted); Kenton Cty. Bondholders Comm. v. Delta Air Lines (In re Delta Air Lines), 374 B.R. 516, 522 (S.D.N.Y. 2007) ("The bankruptcy court will have abused its discretion if 'no reasonable man could agree with the decision' to approve a settlement.") (citation omitted).

Cosoff v. Rodman (In re W.T. Grant Co.), 699 F.2d 599, 608 (2d Cir. 1983) (quoting Newman v. Stein, 464 F.2d 689, 693 (2d Cir. 1972)); In re Purofied Down Prods. Corp., 150 B.R. 519, 522 (S.D.N.Y. 1993) (in making the determination of reasonableness, the court need not conduct a "mini-trial" on the merits) (citation omitted).

The Second Circuit applies the seven "Iridium" factors in determining whether a proposed settlement is "fair and equitable." In re Ditech, 606 B.R. at 623-24 (citing Motorola v. Comm. of Unsecured Creditors (In re Iridium Operating LLC), 478 F.3d 452, 462 (2d Cir. 2007)). Where most or all the factors are satisfied, a settlement should be approved. See In re Ben-Artzi, No. 21-10470 (MG), 2021 WL 5871718 (Bankr. S.D.N.Y. Dec. 10, 2021). When evaluating the necessary facts, a court may rely on the opinion of the debtor, parties to the settlement, and professionals. ¹⁶ In particular, the business judgment of the debtor in recommending the settlement should be factored into the court's analysis. See In re MF Glob. Inc., No. 11-2790 (MG), 2012 WL 3242533, at *5 (Bankr. S.D.N.Y. Aug. 10, 2012) (citing JP Morgan Chase Bank, N.A. v. Charter Commc'ns Operating LLC (In re Charter Commc'ns), 419 B.R. 221, 252 (Bankr. S.D.N.Y. 2009)).

Distribution Principles. The first and second *Iridium* factors involve balancing the possibility of success of potential litigation, including its complexity, cost, inconvenience and delay, against a settlement's future benefits. Here, the Debtors have sought a consensual plan from the earliest days of these Chapter 11 Cases. *See* Aronzon Decl. ¶ 16. After months of non-stop negotiations among the creditors, the Debtors and DCG, when it became clear that a global settlement was no longer feasible, the Debtors toggled to the current plan. *See* Aronzon Decl. ¶¶ 18-33, 44-52. Indeed, the PSA was premised on the Debtors' prosecution of a plan that seeks to effectuate the Distribution Principles. For these reasons, the Distribution Principles benefit the Debtors' Estates by providing certainty and an administrable path forward, resolving as consensually as possible

In re Dewey & LeBoeuf LLP, 478 B.R. 647, 641 (Bankr. S.D.N.Y. 2012). See In re Chemtura Corp., 439
 B.R. 561, 594 (Bankr. S.D.N.Y. 2010); In re Purified Down Prods. Corp., 150 B.R. at 522-23.

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differing and often diametrically-opposed creditor interests in an untested area of the law. In other words, the Distribution Principles reduce the number of parties and positions against which the Debtors would have to litigate confirmation of their Plan.

- 21. The third *Iridium* factor similarly supports approval of the Distribution Principles. The Distribution Principles are not only supported, but are the result of extensive negotiations with the Committee, who is statutorily tasked with advancing the collective interest of all unsecured creditors, and the PSA Creditors (including those represented by the Dollar Creditor Group and the Ad Hoc Group), collectively holding more than \$2.1 billion in Claims. *See Notice of Filing of Plan Support Agreement*, ECF No. 1008. Although DCG purports to object to the settlement of these parties' disputes through the Distribution Principles (which, as discussed below, it lacks standing to do)¹⁷ courts have repeatedly held that, even where large claim holders oppose a settlement, it may still be approved because it is in the "best interests of the estate as a whole." ¹⁸
- 22. The Distribution Principles also satisfy the fourth *Iridium* factor, which is breadth of support. Beyond the express support of the UCC and the PSA Creditors, the Debtors' Plan—which includes the Distribution Principles—obtained overwhelming support from every class of creditor entitled to vote. *See* Amended Voting Report; *see also In re NII Holdings, Inc.*,

DCG mischaracterizes the email attached to the DCG Objection as Exhibit F as somehow evidencing that the Distribution Principles were "designed to deprive DCG of the recovery to which it is entitled." DCG Obj. ¶ 66. In fact, the email in question, which does not come from Debtors' counsel (contrary to what DCG alleges), simply highlights a point of tension between creditor groups—specifically, creditors with dollar-denominated claims and creditors with claims denominated in digital assets—and makes no reference to DCG. Indeed, the email in Exhibit F to the DCG Objection is entirely consistent with the Debtors' characterization of the Distribution Principles as a hard-fought, comprehensive settlement that aims to reconcile the positions of numerous opposing creditor groups.

In re Key3Media Grp. Inc., 336 B.R. 87, 97–98 (Bankr. D. Del. 2005) (stating that even when the "largest independent claimholders" object to a settlement, the objection "cannot be permitted to predominate over the best interests of the estate as a whole"); see also In re Soup Kitchen Int'l., Inc., 506 B.R. 29, 44 (Bankr. E.D.N.Y. 2014) ("the overriding consideration is the [s]ettlement's benefits to the creditor body"); In re Capmark Fin. Grp., Inc., 438 B.R. 471, 519 (Bankr. D. Del. 2010) ("a debtor may seek approval of a settlement over major creditor objections as long as it carries its burden of establishing that the . . . paramount interests of creditors, weighs in favor of settlement").

536 B.R. 61, 120 (Bankr. S.D.N.Y. 2015) (finding that the fourth *Iridium* factor was satisfied where "the Plan received overwhelming approval from every impaired class of creditors, all of whom will be affected by the Settlement.").

23. In sum, the Distribution Principles should be approved because they represent the product of hard-fought negotiations between different stakeholder groups with different interests to provide certainty in a complex and untested area of law. For these reasons, the Distribution Principles fall far above the "lowest range of reasonableness," are fair and equitable, a sound exercise of the Debtors' good business judgment, and should be approved.

B. The DCG Objection Should Be Overruled

- i. DCG Lacks Standing to Object to the Distribution Principles
- Distribution Principles violate § 502(b) of the Bankruptcy Code. *See* DCG Obj. at 11-20; *see also id* at 11, 24, 25, and 37 (claiming violation of 502(b) results in violations of §§ 1129(a)(1),1129(a)(3), 1129(a)(7), 1129(b),¹⁹ and the "corollary" to the absolute priority rule). Although this challenge cannot be sustained on its merits, as discussed below, DCG fails at the starting gate because it lacks standing to assert these objections.
- 25. To establish standing to challenge the Distribution Principles, DCG must demonstrate that it has a "direct stake." Given the size and composition of the Debtors' claims

DCG does not specify whether the Debtors have purportedly violated 1129(b)(1) or (b)(2) with respect to the Distribution Principles.

See In re Johns-Manville, Corp., 68 B.R. 618, 623 (Bankr. S.D.N.Y. 1986) ("[O]nly parties adversely affected by provisions of a plan may raise an objection to confirmation based on such provisions."); In re Drexel Burnham Lambert Group, Inc., 138 B.R. 717, 721 (Bankr. S.D.N.Y. 1992) (holding that, where equity in a debtor was worthless, an equity holder had "no stake" in what amounts to the settlement of a controversy between creditors). Courts have held that standing is not established when an objecting party's recoveries hinge on remote and hypothetical redressability. See In re SRC Liquidation LLC, No. 15-10541 (BLS), 2019 Bankr. LEXIS 2851, at *14 (Bankr. D. Del. 2019) (holding an unsecured creditor did not have standing, among other reasons, because its requested relief would require the creditor to "jump several lofty hurdles to even approach the chance to receive . . . proceeds").

pool, DCG cannot establish that modifying the Distribution Principles in the manner it suggests would result in any recovery on account of DCG's equity interests *even if* DCG were to prevail on its § 502(b) argument.

26. Even if the Debtors were to adopt DCG's proposed distribution methodology, it is undisputed that between the Claims subject to the Distribution Principles and DCG's equity interests stands over \$32 billion in Claims asserted by Governmental Units, which far exceed the Debtors' assets available to be distributed to creditors. See Sciametta Decl. 15. No party in interest has filed an objection seeking to disallow or reclassify any of the Claims asserted by Governmental Units. Thus, as at the time of confirmation, they are deemed allowed at the amount asserted under \$502(a). In light of that, the Debtors are plainly insolvent. See Notice of Filing of Cash and Coin Report, ECF No. 1214 (showing total assets, including cash and Digital Assets, in the aggregate of approximately \$2.9 billion as of December 31, 2023); see also 28 U.S.C. \$3302(a) (a debtor is insolvent where the "sum of the debtor's debts is greater than all of the debtor's assets at a fair valuation"). Further, and as a consequence of the foregoing, DCG has no economic interest in, and therefore lacks standing to object to the Distribution Principles. See In re Magnesium Corp. of Am., 583 B.R. 637, 650 (Bankr. S.D.N.Y. 2018) ("[A]n equity holder . . . lacks standing to object to claims against the estate unless there is a reasonable

To the extent that DCG is a Holder of Claims in Class 3 at each of the Debtors on account of its asserted Fiator-Stablecoin Denominated Unsecured Claims, it lacks standing to challenge the Distribution Principles. Under the Distribution Principles, no Holders of an Allowed Claim may receive more than their Pro Rata Share, *i.e.*, an amount in excess of their proportion based on Petition Date Values until Holders of Allowed Fiat-or-Stablecoin Denominated Unsecured Claims have met their Recovery Caps (*i.e.*, the full amount of their asserted Claims). The same result would functionally occur under DCG's proposed alternative methodology. Further, DCGI's Alt-Coin-Denominated Unsecured Claim would receive the same treatment under the Distribution Principles as any other similarly-situated creditors, and so any challenge by DCGI to the Distribution Principles based on any alleged resulting harm to DCGI with respect to such claim likewise fails.

The restitution framework proposed in the NYAG Settlement similarly results in the New York State Office of the Attorney General having a structurally-senior claim that is not satisfied until other unsecured creditors have received full recovery in-kind.

possibility of a surplus after all claims against the debtor's estate are paid in full."); see also Freeman v. J. Reg. Co., 452 B.R. 367, 371 (S.D.N.Y. 2010) (equity holders lacked standing to appeal a confirmation order when "recoveries clearly indicate that the Debtors, no matter the terms of a plan, were not sufficiently solvent to provide equity holders with a recovery").²³

- 27. Lacking the necessary pecuniary interest in the question of distribution methodology, DCG cannot manufacture standing by incorporating its § 502(b) objection into an objection under §§ 1129(a)(1), 1129(a)(3), 1129(a)(7), and 1129(b). In particular, § 1129(a)(1) should not be misconstrued as providing any party-in-interest with the ability to make an objection by reference that it would not have standing to make directly, nor does DCG provide any authority to support that gamesman's reading of the Code.²⁴
- 28. The well-established law surrounding a debtor's right to reinstate prepetition contracts pursuant to a plan under § 1124 of the Bankruptcy Code further reinforces DCG's lack of standing. Among other things, reinstatement of a loan agreement under § 1124(2) requires that a debtor "cure the default, reinstate the maturity of the claim, and compensate the creditor for damages resulting from reliance on the prospect of receiving accelerated payment." *In re LATAM Airlines Grp. S.A.*, 55 F.4th 377, 385-86 (2d Cir. 2022), *citing* 11 U.S.C. §§ 1124(2)(A)-(C). Here, Holders of General Unsecured Claims are creditors of the Debtors by virtue of prepetition agreements whereby they agreed to lend digital assets to the Debtors. Had the Debtors reinstated the these agreements, they would have been required by § 1124 to make the creditors whole. In other words, if the Debtors had sufficient Digital Assets to return all Digital

To the extent that the Court were to find that the Debtors are solvent, the Distribution Principles would still be appropriate as a means to provide creditors with the full benefit of their bargain. *See* Section I.B.ii *infra*.

As discussed below, even if DCG were to have standing to assert, directly or indirectly, that the Distribution Principles violated 502(b), that claim would fail on the merits. *See* Section I.B.ii *infra*.

Assets owed to creditors, the Debtors could accomplish that through reinstatement, and DCG would have no recourse.

29. Although the Plan does not fully reinstate the creditors' claims, the Plan (as overwhelmingly accepted by each class of voting creditors), and by virtue of the collective action nature of the Chapter 11 voting process, amends and reinstates the prepetition lending agreements to preserve creditors' rights to receive as much of their borrowed assets as possible, while eliminating any recourse for shortfall that would exist in a full reinstatement. See Plan Art. III.A-D. If DCG would have no recourse were the Debtors to engage in "full" reinstatement, it cannot have any basis to object to the Debtors' Distribution Principles that do not fully "cure" the affected claims. Cf. Comm'n of Dep't of Pub. Utilities of Com. of Mass. v. New York, N.H. & H.R. Co., 178 F.2d 559, 564 (2d Cir. 1949) ("If we refer to the actual words themselves, 'may be discontinued,' and give them their ordinary meaning, it would seem plain that they should be held to mean 'may be discontinued in part' as well as 'may be discontinued in its entirety': The greater includes the lesser, unless something to the contrary appears."). There is no question that if the Debtors reinstated all of the Debtors obligations in full, DCG would have no standing and would receive no recoveries. It cannot possibly be true that DCG, as an equity holder, does better in a situation where creditors do not receive the full benefit of their bargains as opposed to a situation where obligations are reinstated in full.

ii. The Distribution Principles Comport with Section 502(b)

30. Even if DCG had standing to object to the Distribution Principles (and it does not), the Distribution Principles are consistent with § 502(b) of the Bankruptcy Code. As an initial matter, § 502(b) applies only to claims that are the subject of an objection.²⁵ Absent an

DCG implicitly acknowledges that the plain text of § 502(b) applies solely to claims that are the subject of an objection. The majority of the decisions cited by DCG relating to § 502(b) were decided explicitly on that basis.

objection from a "party in interest," a filed proof of claim or interest is deemed allowed. 11 U.S.C. § 502(a). Here DCG has not objected to any of the claims that are subject to the Distribution Principles²⁶ such that § 502(b) would be implicated.²⁷

- 31. Even if § 502(b) would require the determination of the amount of claims not subject to objection as of the Petition Date, the Distribution Principles provide for such a determination. The Distribution Principles determine, for the purpose of distributions, the U.S. dollar equivalent of each of the Digital Assets comprising a Claim at a fixed rate and at a fixed time on the Petition Date; this U.S. dollar equivalent of a Digital Asset is the same for each creditor, ensuring all creditors' *pro rata* entitlement is measured from the same point and in the same currency.
- 32. Yet, in opposing the Distribution Principles, DCG asserts that § 502(b) somehow imposes a dollar-denominated upper limit on creditor recoveries.²⁸ But, just as there is

See, e.g., Sears v. Sears (In re Sears),863 F.3d 973 (8th Cir. 2017); S.B.R. Inv., Ltd. v. LeBlanc (In re LeBlanc), 404 B.R. 793 (Bankr. M.D. Pa. 2009); In re Eriksen, 647 B.R. 192 (Bankr. N.D. Ohio 2022); In re LATAM Airlines Group S.A., No. 20-11254 (JLG), 2023 WL 3574203 (Bankr. S.D.N.Y. May 19, 2023): USGen New Eng., Inc. v. TransCanada Pipelines, Ltd. (In re USGen New Eng., Inc.), 429 B.R. 437 (Bankr. D. Md. 2010). That courts may value claims at the petition date outside of the context of an objection to a claim does not alter the plain terms of the statute. See DCG Obj. ¶ 31. To hold that all claims or interests must be "determine[d] in lawful currency of the United States as of the date of the filing of the petition," whether or not such claims or interests are the subject of an objection would read language into § 502(a) that Congress did not provide for.

The Court has entered orders approving omnibus claims objections filed by the Debtors modifying and allowing as modified certain Claims in the Digital Assets asserted in such proofs of claim, consistent with the Distribution Principles. Such orders by their plain terms, however, do not "govern, limit, alter or determine, for purposes of distributions, allocation of distributable value, or methods of distribution pursuant to a chapter 11 plan, the treatment, valuation, and/or denomination of any claims (including claims allowed pursuant to this Order)." See ECF No. 1267 ¶ 4; ECF No. 1268 ¶ 5. The Court has also separately entered a stipulation and proposed order allowing a claim that was subject to one of the foregoing objections solely in the amount of Digital Assets listed in the Debtors' schedules with respect to that creditor. See ECF No. 1126.

Nor does DCG imply that its Objection should be construed as such, which would be procedurally and substantively improper in any event. *See* 11 U.S.C. § 502(b) (enumerating grounds for an objection to a claim, none of which include purported recoveries in excess of an allowed claim amount); Bankruptcy Rule 3007 (enumerating grounds for an objection to a claim, none of which include purported recoveries in excess of an allowed claim amount and requiring 30 days' notice of an objection).

Indeed, where creditors would not recover the full amount of their Claims on an in-kind basis under the Distribution Principles, *see* Sciametta Decl. ¶ 18, DCG's corollary argument that creditors are improperly receiving *more* than their Claims is similarly without merit. *See, e.g.*, DCG Obj. ¶ 54.

nothing in 502(b) that could be read to apply to claims other than those that are the subject of an objection, the statute contains no language that could be read to cap creditor recoveries. In contrast, §§ 502(b)(6) and (7) do expressly provide that certain claims related to rejections of real property leases or damages claims brought by employees for termination are limited based on express valuation methodologies. In other words, if Congress had intended for § 502(b) to impose any limit on creditor recoveries, as it did specifically in other provisions of § 502(b), it could have done so explicitly.

should go to equity, despite the fact that the Debtors' net assets available for distribution to creditors is far exceeded by the aggregate liabilities asserted against them. *See* Sciametta Decl. ¶ 15. In this light, DCG's efforts to scuttle the Distribution Principles are motivated, not by the requirements of the Bankruptcy Code, but by a desire to enrich itself at the expense of all creditors. This is made all the more egregious by DCG's outstanding obligation to repay more than \$1 billion to the Debtors; if DCG's arguments prevail, DCG will surely contend that any amounts paid to the

DCG's assertion that the ability of a creditor to recover the assets that they loaned a debtor should depend on the value of those assets on the petition date leads to perverse results. In essence, DCG argues that creditors should receive *lower* recoveries on an in-kind basis than the Debtors propose under the Distribution Principles solely as a result of market forces that are outside of the terms of the Debtors' Plan. If the U.S. dollar equivalent of the Allocable Assets were to fall below the Petition Date valuation prior to distribution, DCG's reading would mean that creditors who received 100% of the assets they loaned to the Debtors would be considered impaired *merely* because those assets are now worth less than they were on the Petition Date such that the value of the creditors' claims as of the Petition Date exceeded their contractual entitlement.

Debtors by DCG under the \$1.1 billion note or other obligations owed to the Debtors³⁰ would necessarily flow right back into DCG's pockets.³¹

34. And, to be sure, none of the cases that DCG cites support its atextual, inequitable position. They either address the application of § 502(b) in entirely inapposite factual scenarios, ³² or concern disputes regarding foreign currency denominated claims where no chapter 11 debtor was attempting to provide in-kind recoveries. ³³ Finally, the fact that other courts have confirmed plans filed by other debtors in the crypto currency space that sought to "dollarize" claims is not relevant to determining whether § 502(b) mandates some sort of cap on in-kind recoveries. *See* DCG Obj. P 42. The motivation or reasoning of the debtors in those cases cannot be inferred merely from their decision to pursue an approach different than the Distribution Principles, nor can the confirmation of plans containing statements about § 502(b) or its implications be understood as being determinative with respect to the Distribution Principles. ³⁴

DCG's other obligations include, but are not limited to, the amounts asserted in the Complaint filed by the Debtors in the adversary proceeding captioned *Genesis Global Capital, LLC v. Digital Currency Group, Inc. (In re Genesis Global Holdco, LLC)*, Case No. 24-01312 (SHL) (Bankr. S.D.N.Y. Feb. 7, 2024), ECF No. 1, and the Demand for Arbitration filed before the American Arbitration Association, dated February 8, 2024. *See* Notice of Filing of Arbitration Demand with Respect to Late Fees and Enforcement Costs Under the DCG Loan and DCGI Loan, ECF No. 1274. In addition, the Debtors dispute that DCG has made full payment of undisputed obligations under the DCG Loan and DCGI Loan.

As the CCAHG Objection rightly points out, albeit in service of an inapposite objection, the dollarization proposed by DCG would create the possibility of equity holders exploiting a depressed crypto market. *See* CCAHG Obj. at ¶ 61.

See, e.g., Cadle Co. v. Mangan (In re Flanagan) 503 F.3d 171, 178-79 (2d Cir. 2007) (determining only that a post-petition settlement release of claims did not affect the validity of claims as of the petition date for purposes of appellate jurisdiction); In re Eriksen, 647 B.R. 192 (Bankr. N.D. Ohio 2022) (merely concluding that the petition date was the appropriate date for determining purported liability for a claim where the debtor sought to delay allowance of a claim whose asserted amount was not in dispute pending resolution of litigation involving third-parties).

See e.g., In re Axona Int'l Credit & Com. Ltd. 88 B.R. 597 (Bankr. S.D.N.Y. 1988) (holding that dismissal of a chapter 7 case in favor of a foreign main proceeding would not be fundamentally unfair merely because foreign law would require conversion of a U.S. dollar denominated claim into foreign currency); Finanz AG Zurich v. Banco Economico S.A., 192 F.3d 240 (2d Cir. 1999) (same); In re Aaura, Inc., 2006 WL 2568048 (Bankr. N.D. Ill. 2006) (holding that a creditor's claim for gold consigned to a debtor was determined as of the petition date and that the intervening increase in gold prices created an equity cushion that provided adequate protection of that creditor's collateral rights, where neither the creditor nor the debtor sought to make distributions in gold).

Indeed, DCG's focus on recent statements in the FTX bankruptcy proceeding in another district as evidence of the validity of its position is misplaced. *See In re FTX Trading Ltd.*, No. 22-11068 (JTD) (Bankr. D. Del.) (Jan. 31

iii. Even If the Debtors Are Solvent, the Distribution Principles Are Appropriate

35. Although the record amply demonstrates otherwise, if DCG could demonstrate that the Debtors were solvent as of the Distribution Date, the Distribution Principles would fully comport with the well-established principle that creditors of solvent debtors are entitled to the full benefit of their bargain.

36. The "solvent debtor" exception – which courts have invoked to provide unsecured creditors with postpetition interest notwithstanding § 502(b)(2) – was born from a longstanding principle that "[w]hen a debtor can pay its creditors interest on its unpaid obligations in keeping with the valid terms of their contract, it must." *See In re Ultra Petrol. Corp.*, 51 F.4th 138, 150-152 (5th Cir. 2022) (collecting cases). Thus, courts applying the exception are united in their position that it would be inequitable for a court to not enforce the existing contractual terms and deprive creditors of the excess value of a debtor's estate. *See, e.g., Gencarelli v. UPS Cap. Bus. Credit*, 501 F.3d 1, 7 (1st Cir. 2007) (stating that "[t]his is a solvent debtor case and, as such, the equities strongly favor holding the debtor to his contractual obligations as long as those obligations are legally enforceable under applicable non-bankruptcy law"); *Debentureholders Protective Comm. of Cont'l Inv. Corp. v. Cont'l Inv. Corp.*, 679 F.2d 264, 269 (1st Cir. 1982) ("This rule is fair and equitable inasmuch as the solvent debtor's estate will have been enriched by the bankruptcy trustee's use of money which the debtor had promised to pay promptly to the creditor, and, correspondingly, the creditor will have been deprived of the opportunity to use the

Hr'g Tr.) ("FTX Hr'g Tr."). But Judge Dorsey's statements do not bear the weight DCG places on them. First, Judge Dorsey was ruling on an omnibus motion to estimate millions of claims asserted in hundreds of different crypto currencies. See FTX Hr'g Tr. 83: 10-19. In contrast, the Distribution Principles, outside the context of estimation, seek to maximize in-kind returns to creditors and are the product of significant compromise between different creditor constituencies with different financial and legal positions. Second, there was never a scenario in which the FTX debtors ever intended to make any in-kind distributions, see FTX Hr'g Tr. 84:16–20., and Judge Dorsey has never been asked to determine whether § 502(b) requires a cap on in-kind recoveries to creditors. As a result, Judge Dorsey's comments cannot be imported to these Chapter 11 Cases much less serve as a basis to deny approval of the Distribution Principles.

money to his advantage."); *Ruskin v. Griffiths*, 269 F.2d 827, 832 (2d Cir. 1959) ("[W]here there is no showing that the creditor entitled to the increased interest caused any unjust delay in the proceedings, it seems to us the opposite of equity to allow the debtor to escape the expressly bargained-for" contractual interest provision).³⁵

37. The Distribution Principles similarly seek to provide the Debtors' creditors with the benefit of their contractual bargain to the maximum extent possible. Until the filing of the Chapter 11 Cases, the Debtors were contractually obligated to the Holders of General Unsecured Claims to return the full amount of Digital Assets lent to the Debtors, in addition to fees on the value of that unreturned property (as well as late fees in certain instances). To the extent that the Debtors are solvent under DCG's theory (and they are not), equity and the well-reasoned decisions of other courts require that the Holders of General Unsecured Claims benefit in the upside of any appreciation in Allocable Assets to be distributed to those creditors to compensate them fully for the benefit of their contractual bargains.³⁶

See also In re Dow Corning Corp., 456 F.3d 668, 678 (6th Cir. 2006) (noting that "[t]he legislative history of the Bankruptcy Code makes clear that equitable considerations operate differently when the debtor is solvent: '[C]ourts have held that where an estate is solvent, in order for a plan to be fair and equitable, unsecured and undersecured creditors' claims must be paid in full, including postpetition interest, before equity holders may participate in any recovery" (quoting 140 Cong. Rec. H10,752–01, H10,768 (1994)); In re LATAM Airlines Grp. S.A., No. 20-11254, 2022 WL 2206829, at *22-23 (Bankr. S.D.N.Y. June 18, 2022) (reasoning that not awarding postpetition interest where a debtor is solvent is "simply untenable and illogical" and "would offend basic tenants of fairness and the purposes of the Bankruptcy Code").

For the same reason, DCG's effort to restrict the payment of postpetition interest to the federal judgment rate fails. As DCG implicitly concedes, the Second Circuit has not ruled on what rate applies to postpetition interest, and several courts have found or suggested that the rate provided for in a creditor's contract should control. *See In re Ultra Petrol. Corp.*, 51 F.4th at 142; *In re PG&E Corp.*, 46 F.4th 1047 (9th Cir. 2022) (holding that the solvent-debtor exception requires payment of postpetition interest, presumptively at the contract rate, but remanding the case for determination of the rate). In keeping with the Debtors' desire to return to creditors as much of their assets as the Estates can provide, and to provide creditors with the full benefit of their bargain, the Debtors have determined that the contract rate is fair and appropriate, and well in line with cases in this and other Districts. DCG's mischaracterization of contract rate postpetition interest as a "sweetener" for Holders of Allowed First-or-Stablecoin Denominated Unsecured Claims is nothing more than bluster for which they tellingly provide no support. *See* DCG Obj. \$\mathbb{P}\$ 52; *see also In re L&N Twins Place LLC*, 2019 WL 5258096, at * 7 (Bankr. S.D.N.Y Oct. 15, 2019) (Lane, J.), *vacated on other grounds*, 2020 WL 7211235 (S.D.N.Y. Dec. 4, 2020) ("Courts have differing views about the appropriate rate of post-petition interest, with various courts looking to the state court judgment rate, the contract rate, or the federal judgment rate. Given all the facts here including the return to equity, the Court concludes that the

iv. The Plan Satisfies the Best Interests Test With Respect to All Impaired Classes

38. DCG also argues that the Plan fails to satisfy the best interests test articulated in § 1129(a)(7) of the Bankruptcy Code because senior classes of creditors would purportedly receive more on account of their claims than in a hypothetical chapter 7 liquidation. See DCG Obj. ¶ 88. That argument fails, and the Plan meets the requirements of § 1129(a)(7), for reasons described below. See infra ¶ 122. Importantly, as an equity holder, DCG would never receive any recoveries in a hypothetical liquidation given the size of the Claims asserted by Governmental Units that would be senior to DCG's interests in any scenario. See Sciametta Decl. ¶ 15. As DCG would recover at least as much under the Plan as it would in liquidation with respect to its equity interests, the Plan satisfies § 1129(a)(7).

v. <u>The Plan Was Proposed In Good Faith</u>

- 39. As described in further detail below, the Debtors' Plan was proposed in good faith, *see* Section II.C *infra*, notwithstanding DCG's arguments to the contrary.
- 40. First, the Setoff Principles filed by the Debtors as Exhibit M to the Plan Supplement represent the Debtors' position on what they believe, in consultation with their advisors, was an appropriate and equitable approach to address the Claims of creditors that are subject to the Debtors' rights of setoff and/or recoupment given the myriad of legal and factual issues at hand.³⁷ *See In re Hous. Reg'l Sports Network, L.P.*, 886 F.3d 523, 528-32 (5th Cir. 2018) (holding that courts have broad discretion to set the appropriate date for valuation of collateral). Those creditors listed on Exhibit 1 to the Setoff Principles represent the full universe of creditors subject to the Setoff Principles for which the exercise of setoff rights would result in a net claim

contractual rate is appropriate, particularly given that neither the Debtor nor [objector] has argued for a different rate.").

Contrary to DCG's and BAO's assertions, the Debtors have plainly not sought to benefit a "select group" of creditors through "unprincipled conduct." *See* DCG Obj. ¶ 66, 70; BAO Obj. ¶ 12

against the Debtors.³⁸ *See* Sciametta Decl. ¶ 13. DCG's baseless conjecture that the "Setoff Principles were devised, in large part, to engender support for the Debtors' Amended Plan," *see* DCG Obj. ℙ 73, is belied by the Voting Report, which demonstrates that the Plan was overwhelmingly approved by each voting class. An exercise of the Debtors' discretion to value claims against the Estate and/or collateral held by the Estates in a manner broadly applicable to all affected creditors cannot be misconstrued as an act of the Debtors' bad faith. In any event, as clearly identified in Exhibit M to the Plan Supplement, the Setoff Principles are an important building block of the Plan that will be addressed in a separate motion for which all parties-in-interest and the Court can consider whether the Debtors have met their burden.

vi. DCG's Residual Arguments that the Plan "Disenfranchises" DCG Lack Merit

- 41. DCG's final effort to scuttle the Plan is to package together a sundry list of complaints ranging from the payment of certain plan proponents' legal fees, the potential subordination of their claims, and the contemplation of a tax sharing agreement, ultimately to claiming the Plan violates applicable law and therefore "disenfranchises" them .³⁹ DCG Obj. P 90. DCG's arguments provide no basis to reject the Plan.
- 42. First, any individual agreements between the Debtors and any DCG Party are not assumed under the terms of the Plan, so there is no violation of § 365 with respect to such individual agreements. *See* DCG Obj. ¶91. Further, DCG argues that certain corporate governance documents must be assumed or rejected in their entirety, ignoring that, on the Plan Effective Date, the New Governance Documents will control the operations of each the Wind-

There are eight claimants with Claims for which the claimant and the Debtors have mutually owing obligations but where, following setoff pursuant to the Setoff Principles, the Debtors would have a net asset receivable from such counterparty regardless of whether the Setoff Principles were applied or more contemporaneous pricing data is used. *See* Sciametta Decl. ¶ 13. The Debtors have sought to disallow and expunge such claims through a separate omnibus claims objection. *See* ECF No. 1315.

Down Debtors. *See* Plan, Art. IV.B.4; Plan Supplement, Ex. L. The purported "carve out" in Article V.D of the Plan merely acknowledges that the New Governance Documents, namely any indemnification obligations thereunder, shall control the operations of the Wind-Down Debtors. In any event, the amended Plan filed contemporaneously with this Memorandum removes from the defined term "Indemnification Obligations" any reference to the Debtors' existing corporate governance documents, such that DCG's objection on this point is moot.

43. Second, DCG (and the US Trustee) ⁴⁰ are incorrect that the Debtors' proposed payment of the Ad Hoc Group Restructuring Expenses and the Dollar Group Restructuring Fees and Expenses is inconsistent with the Bankruptcy Code. Courts in this District routinely confirm plans that provide for the payment of professional fees and expenses incurred by non-estate professionals, including ad hoc group advisors, that were instrumental to the development of such plans. ⁴¹ Section 1129(a)(4), together with § 1123(b)(6), which is "broadly worded [and], open-ended to the creativity of those who are engaged in drafting plan language," ⁴² contemplate payments to non-estate professionals "as part of a plan of reorganization to be put before creditors for approval." *In re AMR Corp.*, 497 B.R. 690, 695 (Bankr. S.D.N.Y. 2013). Section 1129(a)(4) specifically "endorses the notion that a debtor will sometimes need to negotiate

The UST argues that § 503(b) is the "exclusive avenue" under which approval of the Ad Hoc Group Restructuring Expenses and the Dollar Group Restructuring Fees and Expenses is permissible. *See* UST Obj. at 15-18. The sole authority cited in support is *In re Lehman Bros. Holdings, Inc.*, 508 B.R. 283 (S.D.N.Y. 2014), which decided the narrow issue of whether plan payments of the postpetition fees and expenses of an official creditors' committee's members must be determined under § 503(b). *See In re Purdue Pharma L.P.*, 633 B.R. 53, 66 (Bankr. S.D.N.Y. 2021), *overruled on other grounds by* 2021 WL 5979108 (S.D.N.Y. Dec. 16, 2021) (distinguishing *In re Lehman Bros. Holdings, Inc.*, 508 B.R. 283 (S.D.N.Y. 2014) and permitting payment of non-estate professional fees and expenses under § 1129(a)(4)); *In re Mallinckrodt PLC*, 639 B.R. 837, 906-07 (Bankr. D. Del. 2022) (same).

See, e.g., In re Celsius Network LLC, et al., Case No. 22-10964 (MG) (Bankr. S.D.N.Y. Jan. 29, 2024) (ECF No. 4289); In re Inversiones Latin America Power Ltda., et al., Case No. 23-11891 (JPM) (Bankr. S.D.N.Y. Jan. 1, 2024) (ECF No. 68); In re Avianca Holdings S.A. et al., Case No. 20-11133 (MG) (Bankr. S.D.N.Y. Oct. 24, 2021) (ECF No. 2259); In re Automotores Gildemeister SpA, et al., Case No. 21-10685 (LGB) (Bankr. S.D.N.Y. May 27, 2021) (ECF No. 143).

⁴² See In re Lehman Bros. Holdings Inc., 487 B.R. 181, 190 (Bankr. S.D.N.Y. 2013).

certain payments to stakeholders in order to come to a consensual resolution and get a plan approved." *Id.*; *see also In re Mallinckrodt PLC*, 639 B.R. 837, 906 (Bankr. D. Del. 2022). As creditors have voted overwhelmingly to support the Plan, including the provision challenged by DCG and the UST, payment of the Ad Hoc Group Restructuring Expenses and the Dollar Group Restructuring Fees and Expenses should be permitted under § 1129(a)(4) and § 1123(b)(6). *See id.* at 696.

44. In the alternative, the Ad Hoc Group Restructuring Expenses and the Dollar Group Restructuring Fees and Expenses meet the "substantial contribution" standard for allowance of administrative expenses under § 503(b)(3)(D). The "substantial contribution test is intended to promote meaningful creditor participation in the reorganization process." In re Dana Corp., 390 B.R. 100, 107-108 (Bankr. S.D.N.Y. 2008). "To qualify for administrative priority status under § 503, the contribution must be (i) substantial, (ii) directly benefit the estate – and not merely a class of creditors or interest holders – and (iii) not duplicative of services performed by others." In re Synergy Pharms. Inc., 621 B.R. 588, 609 (Bankr. S.D.N.Y. 2020). Services that warrant a substantial contribution award "generally take the form of constructive contributions in key reorganizational aspects, when but for the role of the creditor, the movement towards final reorganization would have been substantially diminished." In re AMR Corp., 2014 WL 3855320, at *2 (Bankr. S.D.N.Y. Aug. 5, 2014) (quoting In re D.W.G.K., Inc., 84 B.R. 684, 690 (Bankr. S.D. Cal. 1988). Here, each of the Ad Hoc Group and the Dollar Creditor Group meaningfully participated in the development of the Plan and the Distribution Principles. And, as evidence by their execution of the PSA, each group directly benefitted the Estates and ultimately all creditors by providing support for the Plan and its ultimate confirmation. The Ad Hoc Group and the Dollar Creditor Group also did not provide services duplicative of one another, nor of any other party in interest in the chapter 11 cases, including the Committee. Indeed, as noted above, the Ad Hoc Group and the Dollar Creditor Group took diametrically opposite positions with respect to valuation and distribution of Digital Assets such that their efforts to develop the Plan were not in service of the same creditor needs. Consequently, Article II.E of the Plan is appropriate under the Bankruptcy Code and should be approved.⁴³

- 45. DCG next attacks the Debtors' indication that they may seek to subordinate the DCG Claims. *See* Plan, Art. III.K; DCG Obj. ¶ 94-95. But, as DCG admits, the Plan provides merely for a *reservation* of the Debtors' or the Wind-Down Debtors' rights to subordinate the DCG Claims. DCG does not provide any support for why this reservation is improper (or that renders the Plan in violation of any law). *See* DCG Obj. ¶ 94-95.
- 46. Finally, the Plan does not compel DCG to enter into any specific tax sharing agreement with the Debtors or the Wind-Down Debtors (or any at all). *See* DCG Obj. ¶ 96. Article IX of the Plan specifies conditions precedent to occurrence of the Effective Date; in contrast, Article IV.B.1, which DCG cites to, merely enumerates the means for implementation of the Plan. Although the Wind-Down Officer has an obligation to execute and deliver a tax sharing agreement, it is not a condition to Plan effectiveness nor does it impose any obligation related thereto on DCG. Again, DCG provides no basis or explanation for why Article IV.B.1 of the Plan as drafted violates the Bankruptcy Code or any applicable law, and so should be given no weight.

The UST also alleges, without support other than changes made to prior versions of the Plan, that payment of the Ad Hoc Group Restructuring Expenses was intended to be an inducement or incentive to support the Plan. As noted herein, the Ad Hoc Group's efforts in these Chapter 11 Cases have provided substantial value to the Estates, and in any event, the UST does not allege that such inducement or incentive (if one existed) necessarily prevents a finding of substantial contribution. Indeed, payment of fees as part of resolution of a plan objection is routine and, as this Court has held, not the poison pill that the UST suggests. *See In re AMR Corp.*, 497 B.R. at 695.

- C. There is No Basis for Treating the CCAHG Claims as Administrative Expense Claims.
- The CCAHG (and its members, the "CCAHG Members") asserts that the CCAHG MBAs and associated loan term sheets (the "Term Sheets" and, together with the CCAHG MBAs, the "CCAHG Agreements") entitle them to administrative status for their claims (the "CCAHG Claims"). See CCAHG Obj. ¶¶ 20-25. But the CCAHG Claims are pre-petition claims against GGC: the loans were made pre-petition, no transactions took place between the lenders and GGC on or after the Petition Date, and the Debtors' estates derived no value from holding the assets. The CCAHG's arguments to the contrary are entirely without merit.⁴⁴
- 48. The CCAHG's first claim that an auto-renewal clause in the CCAHG MBAs renders the CCAHG Agreements post-petition is untenable. *See* CCAHG Obj. ¶¶ 21-22. Auto-renewal clauses merely continue the existing, pre-petition agreement between two parties, including all outstanding obligations thereunder.⁴⁵
- 49. The CCAHG Members and GGC did not exchange any property post-petition, nor did either party agree to any new or different obligations. As such, no post-petition transaction occurred and no administrative expense claims arose.⁴⁶ Indeed, the CCAHG MBAs

While the CCAHG is comprised of only nine members, the Ad Hoc Group has over 75 members. Moreover, the Ad Hoc Group includes members that hold significantly more Digital Assets than the CCAHG.

See Trans—Orient Marine Corp. v. Star Trading & Marine, Inc., 925 F.2d 566, 570 (2d Cir. 1991) ("Renewal normally involves a continuation of the relationship on essentially the same terms and conditions as the original contract.") (citation omitted); In re Ditech Holding Corp., 630 F.Supp.3d 554, 564 (S.D.N.Y. 2022) (post-petition renewal of agreement provides no benefit to the estate absent post-petition transaction); In re Westinghouse Elec. Co. LLC, No. 17-10751 (MEW), 2019 WL 4555990, at *10 (Bankr. S.D.N.Y. Sept. 19, 2019) (holding that automatically renewing letters of credit provided no benefit to the estate because any benefit flowed from prepetition agreements); In re Country Club Ests. at Aventura Maint. Ass'n, Inc., 227 B.R. 565, 568 (Bankr. S.D. Fla. 1998) (collecting cases and "adopt[ing] the majority position that a contract which is renewed pursuant to an automatic renewal provision is merely a continuation of the original contract").

See In re Bethlehem Steel Corp., 479 F.3d 167, 172 (2d Cir. 2007) (holding that administrative expense priority can only arise from post-petition transaction); In re Bradlees Stores, Inc., No. 02 Civ. 0896 (WHP), 2003 WL 76990, at *2 (S.D.N.Y. Jan. 9, 2003) (no "actual, post-petition benefit" because claim arose from prepetition contract and no merchandise was accepted post-petition), aff'd, 78 F. App'x 166 (2d Cir. 2003); Pearl-Phil GMT (Far E.) Ltd.

themselves were not contracts that obliged either party to transfer property or to otherwise perform—they were framework agreements that provided the terms by which the parties would transact, in the event they chose to do so. *See infra* ¶¶ 53-60. The parties' actual transactions were effectuated by way of separately negotiated and executed Term Sheets, all of which were executed prepetition, and there is no provision of any of the CCAHG MBAs or the Term Sheets that would provide for the renewal of those loans beyond their original terms. *See generally* CCAHG MBAs.

- 50. Further, even if the automatic renewal of the CCAHG MBAs did constitute post-petition transactions, the CCAHG Claims would not meet the statutory requirements for an administrative expense claim because there has been no "concrete, actual benefit" to the estate in connection with the CCAHG Agreements. See In re Refco, Inc., 2008 WL 140956, at *6 (S.D.N.Y. Jan. 14, 2008) ("[C]ourts permit administrative expense priority to be afforded only where there has been a concrete, actual benefit conferred") (internal quotations omitted), aff'd, In re Refco Inc., 331 F. App'x 12 (2d Cir. 2009). The assets that are the subject of the CCAHG Agreements provided no benefit to GGC (or any other Debtor) principally because the Debtors have not used those assets for any purpose following the commencement of the Chapter 11 Cases. Cf. In re ICS Cybernetics, Inc., 111 B.R. 32, 38 (Bankr. N.D.N.Y. 1989) (denying administrative expense status because "[t]he keeping of inventory in order to assure availability to potential customers . . . does not typically rise to the level of actual use" required for granting administrative priority status).
- 51. The CCAHG suggests that, even though the assets have been sitting idle since the Petition Date, the Debtors' estates somehow benefitted from the retention of the CCAHG Members' assets as a result of their increase in value and the Plan's proposed distribution of assets.

v. Caldor Corp., 266 B.R. 575, 582 (S.D.N.Y. 2001) ("[T]he clear weight of case law in this Circuit . . . recognizes that contract-based bankruptcy claims arise at the time the contract is executed.").

See CCAHG Obj. ¶ 23. But the CCAHG cites no authority for the proposition that the increase in the value of non-collateralized assets somehow transforms a claim, in whole or in part, into an administrative expense claim. And to the extent the Debtors' assets change in value (for better or worse), those changes pass through to creditors in accordance with the Plan and the Bankruptcy Code. Accordingly, the CCAHG Claims should not be afforded administrative expense priority status.

- D. <u>Plan Properly Values the CCAHG Members' Claims as of the Petition Date</u> <u>Because Section 562(a) Does Not Apply.</u>
- 52. Alternatively, the CCAHG argues that the CCAHG Agreements will be rejected pursuant to the Plan as of the Effective Date, and therefore the CCAHG Claims should be valued as of the Effective Date pursuant to § 562(a) of the Bankruptcy Code. *See* CCAHG Obj. ¶ 51.⁴⁷ But the CCAHG Agreements are not executory and, as a result, are not subject to the rejection provisions of the Plan. The CCAHG's fallback argument, that public policy somehow creates a standalone residual clause making § 562(a) applicable despite its express terms, fares no better.
 - i. GGC Does Not Propose to Reject the CCAHG Agreements Because They are Not Executory.
- 53. The CCAHG Agreements do not meet any of the three tests for executory contracts used in the Second Circuit and cited by the CCAHG, *see* CCAHG Obj. ¶¶ 51, 55-57: (i) there is no remaining performance due to GGC by the CCAHG Members as lenders (the "some due performance" test), (ii) there are no remaining obligations by the CCAHG Members that would "constitute a material breach of the contract" (the "Countryman" test), and (iii) the estate

The CCAHG does not argue that the CCAHG Agreements were accelerated, terminated or liquidated. *See generally* CCAHG Obj. ¶¶ 26-63.

would not benefit from the hypothetical assumption or rejection of the CCAHG Agreements (the "functional" test).⁴⁸

- 54. As relevant to the first two tests, the CCAHG lists nineteen provisions of the CCAHG Agreements that they describe as "substantial, material obligations." CCAHG Agreements CCAHG Obj. ¶ 54. But the majority of these are not relevant to establishing material outstanding obligations by *both* parties, as both the "some performance" and "Countryman" tests require.
- 55. There is no dispute that GGC has at least one outstanding obligation: repayment of the loans. *See* CCAHG MBAs § II(c)(i). Nearly half of the CCAHG's nineteen items are obligations solely on the part of GGC and are therefore irrelevant. *See* CCAHG Obj. ¶ 54(a)-(g), (j).
- of the lenders do not rise to the level of materiality that courts require to render a contract executory. See CCAHG Obj. ¶ 54(s) (confidentiality), ¶ 54(q) (indemnification), ¶ 54(l) (maintenance of account), ¶ 54(p) (non-assignment), ¶ 54(r) (mandatory arbitration). These ancillary provisions are not material to the CCAHG Agreements, which only expressly define the repayment obligations, collateral provisions and hard fork provisions as material. See CCAHG MBAs § VII(d) (expressly agreeing that breach of the collateral and hard fork provisions, but not

The CCAHG Objection devotes considerable space to arguing that the CCAHG Agreements are certain kinds of Covered Contracts. CCAHG Obj. ¶¶ 18-50. But the Debtors and CCAHG have stipulated that, solely "to the extent necessary to resolve [the CCAHG Objection], . . . the Court may take as an established fact that the [CCAHG Agreements] qualify as Covered Contracts for purposes of the application of 11 U.S.C. § 562[(a)]" and that none of the CCAHG Members are Covered Entities. *See* ECF 1216 (the "CCAHG Stipulation"). As noted in the CCAHG Stipulation, the Debtors vigorously dispute that the CCAHG Agreements are Covered Contracts, but entered into the CCAHG Stipulation for the mutually agreed purpose of "streamlin[ing] the issues to be presented to the Court at the hearing concerning the confirmation of the Plan." CCAHG Stip. at 2. The Debtors reserve all rights to object to the Court's consideration of these arguments in the CCAHG Objection and any evidence that the CCAHG seeks to introduce in support thereof.

the above ancillary provisions, would be material breaches permitting the non-breaching party to suspend performance); *see also In re Nemko, Inc.*, 163 B.R. 927, 938 (Bankr. E.D.N.Y. 1994) ("[B]reach is material if it is so substantial as to defeat the purpose of the transaction or so severe as to justify the other party's suspension of performance.") (quotations omitted). These types of boilerplate obligations do not rise to executory obligations as a matter of law.⁴⁹

CCAHG Obj. ¶54 (h)-(i), (m)-(o). These include representations and warranties, and inoperative provisions governing collateralized, of which there were none. Because the Term Sheets and MBAs form single agreements, and the Term Sheets govern over the MBAs, *see* CCAHG MBAs § II(b), the inapplicable terms of the MBAs are irrelevant to analyzing the executory nature of the actual contracts at issue here. Even if these terms were relevant to the analysis, they are contingent and non-material to the parties' actual agreements (as embodied by the Term Sheets) and therefore do not render the CCAHG Agreements executory. *See BNY, Cap. Funding LLC v. US Airways, Inc.*, 345 B.R. 549, 553 (E.D. Va. 2006) (contract granting option to debtor not executory because debtor could freely choose not to exercise and not perform); *In re Robert L. Helms Constr. & Dev. Co., Inc.*, 139 F.3d 702, 706 (9th Cir. 1998) (contingent obligations not executory unless performance is due as of the petition date); *In re Monge Oil Corp.*, 83 B.R. 305, 307 (Bankr. E.D. Pa. 1988) (brokerage agreement not executory where "debtor was free to invest corporate funds

See In re Spectrum Info. Techs., Inc., 190 B.R. 741, 748 (Bankr. E.D.N.Y. 1996) (confidentiality clause in separation agreement "do[es] not rise to a level of material future performance" and therefore contract is not executory); In re Anchor Resol. Corp., 221 B.R. 330, 337 (Bankr. D. Del. 1998) (confidentiality clause); In re THC Fin. Corp., 686 F.2d 799, 804 (9th Cir. 1982) (indemnification); In re Baird, 567 F.3d 1207, 1212 (10th Cir. 2009) (cooperation clause); In re Monge Oil Corp., 83 B.R. 305, 309 (Bankr. E.D. Pa. 1988) (arbitration clause).

While CCAHG claims that one of the terms is that "[i]n the event Genesis requests a transaction, the Member must accept the request to enter into a Term Sheet," see CCAHG Obj. ¶ 54(k), no such term appears in the CCAHG Agreements and, if the intent was to reference the general ability one party has to request a transaction from another, that ability definitionally is not an "obligation."

with [broker] but had no obligation to do so"); see also CCAHG MBAs § II(a) (granting either party the right to refuse future loans in their "sole and absolute discretion").⁵¹

58. Finally, the CCAG Agreements are not executory under the "functional approach," because the estate would derive no value from rejecting or assuming them. As evidenced by the CCAHG's interest in seeking to convert their CCAHG Claims into rejection damages claims, ⁵² rejection of the CCAHG Agreements could necessitate a higher payment than the partial, in-kind recovery contemplated by the Distribution Principles. The same is true for a potential assumption of the CCAHG Agreements, which would require the Debtors to cure all defaults, *i.e.*, return 100% of the loaned assets.

59. The CCAHG also argues that the MBAs' automatic renewal provisions standing alone are sufficient to render the CCAHG Agreements executory. CCAHG Obj. ¶ 52 (citing *In re Windstream Holdings, Inc.*, 634 F. Supp. 3d 99, 108 (S.D.N.Y. 2022) and *NewPage Corp.*, 586 B.R. 551, 564 (Bankr. D. Del. 2018)). That contention is belied by the very cases they cite. *Windstream* and *NewPage* merely hold—consistent with the majority of courts that have addressed this issue—that automatically renewed contacts are merely continuations of the prior contracts, and that they do not necessarily create post-petition obligations (nor do they necessarily make the underlying contracts executory). *In re Windstream Holdings, Inc.*, 634 F. Supp. 3d at 108; *NewPage Corp.*, 586 B.R. 551, 564 (Bankr. D. Del. 2018). In fact, despite the existence of an auto-renewal provision (which the CCAHG claims is enough by itself to make their Agreements

The CCAHG solely cites *Hawker Beechcraft*'s fleeting reference to contingent obligations for the proposition that contingent obligations are executory, *see* CCAHG Obj. ¶ 55, but there were no contingent obligations at issue in that case, and the *Hawker Beechcraft* Court found the obligations to be material on the sole basis that the parties had expressly stated that nonperformance of those obligations would constitute material breach. *See In re Hawker Beechcraft, Inc.*, 486 B.R. 264, 278 (Bankr. S.D.N.Y. 2013). Here, the parties did the opposite and only included the most important provisions as grounds for termination. *See* CCAHG MBAs § VII.

In the event the Court were to determine the CCAHG Agreements are executory and rejected under the Plan, such a decision would result in the CCAHG Claims being reclassified as Class 3 Claims.

executory), the District Court in *Windstream* determined there was "an insufficient record basis" to determine whether the relevant agreements were executory or not. *In re Windstream Holdings, Inc.*, 634 F. Supp. 3d at 108 (Court could not assess whether the agreements "were *the sort of automatically renewing contracts that would be considered executory* and part of Windstream's property in bankruptcy.") (emphasis added). ⁵³ Indeed, courts routinely find auto-renewed contracts not to be executory. *See, e.g., In re Baird*, 567 F.3d 1207, 1212 (10th Cir. 2009) (automatically renewing insurance policy not executory).

executory because the Debtors erroneously misidentified the nine CCAHG Agreements as executory contracts in their more than 150-page list of contracts in Schedule G of their Schedules and Statements of Financial Affairs. *See* CCAHG Obj. ¶ 53. But whether a contract is executory is a question of law for this Court to determine. This Court has rejected an effort to convert Schedule G into a binding admission, which it is plainly not. *See In re Calpine Corp.*, No. 05-60200 (BRL), 2008 WL 3154763, at *7 (Bankr. S.D.N.Y. Aug. 4, 2008) (holding that inadvertent listing on Schedule G is not an admission because "the determination of whether a contract is executory . . . is an issue for the Court to decide"); *see also* Schedule G at 4 ("Listing . . . a contract on Schedule G as 'executory' . . . does not constitute an admission by the Debtors of the legal rights of the claimant or contract counterparty, or a waiver of the Debtors' rights to dispute the

The citation to *Windstream* is all the more curious given its rejection of the contention that an auto-renewal provision renders a contract post-petition, a claim the CCAHG makes in the alternative. *Compare* CCAHG Obj. ¶ 4 ("This automatic renewal is considered a transaction induced by the Debtors that warrants administrative expense treatment"), *with In re Windstream Holdings, Inc.*, 634 F. Supp. 3d 99, 108 (S.D.N.Y. 2022) (finding persuasive the position that "an automatically renewing contract does not end with the conclusion of the term, but rather is regarded as continuing until either party terminates").

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characterization or classification of such Claims or contracts or to setoff such Claims, as appropriate, or that such Claim is not subject to objection.").⁵⁴

ii. The CCAHG's (Incorrect) Public Policy Rationale for Section 562 Cannot Overcome its Plain Text

- 61. In an effort to avoid the straightforward application of the Bankruptcy Code to their facts, the CCAHG also argues that, despite § 562's plain terms, § 562(a) "should" apply to the CCAHG Agreements to comport with Congress's policy goals. CCAHG Obj. ¶¶ 58-63. But the question of whether the CCAHG Claims are subject to § 562 begins and ends with the statute's text. "The Supreme Court has repeatedly held that where . . . courts are interpreting the meaning of a statutory provision, they should not allow extrinsic evidence of Congressional purpose to alter the plain meaning of the statute." *In re Trib. Co. Fraudulent Conv. Litig.*, 946 F.3d 66, 96 (2d Cir. 2019); *see also Merit Mgmt. Grp., LP v. FTI Consulting, Inc.*, 583 U.S. 366, 386 (2018) (Congressional purpose is not a basis to "deviate from the plain meaning of the language used in § 546(e)"). Section 562 provides no basis for determining that non-executory contracts should be subject to rejection, nor that contracts that are *not* rejected, accelerated, terminated, or liquidated should nonetheless be entitled to the treatment § 562 lays out. *See* 11 U.S.C. § 562. 55
- 62. The CCAHG further argues that to permit the Plan's proposed treatment of their Claims would incentivize the owners of equity in distressed crypto custodial businesses to

The CCAHG cites no case holding that an erroneous listing on Schedule G constitutes an admission that the contract is executory. In the one case cited by the CCAHG, the court considered the trustee's prior position on the executory nature of the contract, including his filing of a motion to assume, when determining as a factual matter whether the trustee had excused a prepetition breach. *See* CCAHG Obj. 23-24 (citing *Wallach v. Smith*, No. 15-CV-1080 (LJV), 2017 WL 2957829, at *6 (W.D.N.Y. July 11, 2017)).

In any event, the CCAHG misconstrues the policy behind § 562 for two reasons. The CCAHG first suggests that expanding the Bankruptcy Code's safe harbors for financial institutions is appropriate here to avoid the ripple effects of financial firm insolvencies. *See* CCAHG Obj. ¶¶ 58-59. But the CCAHG Members concede in the CCAHG Stipulation that they are not Covered Entities, which are the only entities Congress safeguarded by § 562. Moreover, the CCAHG's policy argument amounts to an argument that the application of the Distribution Principles would lead to a lower recovery for the CCAHG Members *vis-a-vis* other unsecured creditors, which fails because the CCAHG has not demonstrated their Claims are entitled to special treatment.

wait for a downturn in the crypto market, and then use chapter 11 to try to capture the upside (with no downside risk). CCAHG Obj. at ¶¶ 61. As amply discussed herein *supra*, the Plan does no such thing. Indeed, the Distribution Principles are grounded in the Debtors' desire to satisfy their fiduciary duties by ensuring that creditors are able to recover as much of their claims as the possible. It is DCG's proposal, which would seek to artificially cap creditor recoveries and provide a windfall to itself, that would incentivize the gamesmanship that the CCAHG raises. *See supra* ¶¶ 30-37.

- E. <u>The Plan's Releases and Exculpation Provisions are Appropriate and Should be Approved</u>
- 63. The Plan contains customary releases of certain claims and causes of action by the Debtors (the "<u>Debtor Releases</u>") and by certain non-Debtors (the "<u>Non-Debtor Releases</u>") against a group of specified individuals and entities (the "<u>Released Parties</u>"), *see* Plan Art. VIII.D and VIII.E. The Plan also provides for the exculpation of the "Exculpated Parties" from the incurrence of liability for any claims relating to the Chapter 11 Cases (the "<u>Exculpation</u>"). *See* Plan Art. VIII.F.⁵⁶

i. The Non-Debtor Releases Are Consensual.

64. With respect to the Non-Debtor Releases, any granting of such releases required express "opt in" consent by Holders of Claims eligible to vote on the Plan, such that only Holders of Claims who affirmatively (i) voted in favor of the Plan, and (ii) elected to opt in to granting releases, are deemed to have granted Non-Debtor Releases pursuant to the Plan. *See* Plan Art.I.A.181. The Debtors widely publicized the Non-Debtor Releases and the accompanying opt in mechanism, including by reproducing the full text of the Non-Debtor Releases in bold-face type

The release and exculpation provisions exclude liabilities arising out of gross negligence, fraud, or willful misconduct. *See* Plan Art. VIII.D, Art. VIII.E, and Art. VIII.F.

in the Plan, Disclosure Statement, Ballots and Notices of Non-Voting Status.⁵⁷ Holders were also provided clear instructions on how to opt in to the Non-Debtor Releases, and were expressly advised to review the Solicitation Materials and seek legal advice on the consequences of opting in to the Non-Debtor Releases. *See In re DBSD N. Am., Inc.*, 419 B.R. 179, 218 (Bankr. S.D.N.Y. 2009) ("[T]he Second Circuit has held that nondebtor releases are permissible if the affected creditors consent.").

ii. The Debtor Releases are a Valid Exercise of the Debtors' Business Judgment.

debtor releases, provides that a chapter 11 plan may provide for "the settlement or adjustment of any claim or interest belonging to the debtor or to the estate." *See In re NII Holdings, Inc.*, 536 B.R. 61, 98 (Bankr. S.D.N.Y. 2015) (holding that standards for approval of settlement under § 1123 of the Bankruptcy Code are generally the same as those under Bankruptcy Rule 9019). Courts in the Second Circuit approve a settlement if it does not "fall below the lowest point in the range of reasonableness." *See In re Drexel Burnham Lambert Grp., Inc.*, 134 B.R. 499, 505 (Bankr. S.D.N.Y. 1991). The Second Circuit reviews releases in liquidating plans according to the same standard as in reorganization plans. *See In re Dynegy Holdings LLC*, No. 11-38111 (CGM), 2012 WL 133331067, at *12-13 (Bankr. S.D.N.Y. May 15, 2013) (approving debtor and third-party releases in a liquidating plan where such releases were a sound exercise of the Debtors' business judgment). ⁵⁸

See Order Authorizing Debtors' Motion to Approve (I) the Adequacy of Information in the Disclosure Statement, (II) Solicitation and Voting Procedures, (III) Forms of Ballots, Notices and Notice Procedures in Connection Therewith, and (IV) Certain Dates with Respect Thereto, ECF No. 1027.

⁵⁸ See also In re Trinsum Grp. Inc., No. 08-12547 (MG), 2013 WL 1821592, at *5 (Bankr. S.D.N.Y Apr. 30, 2013); In re Finlay Enter., Inc., No. 09-14873 (JMP), 2010 WL 6580628 (Bankr. S.D.N.Y. June 29, 2010); In re Res. Cap., LLC, No. 12-12020 (MG), 2013 WL 12161584 (Bankr. S.D.N.Y. Dec. 11, 2013).

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66. The Released Parties have provided, or will provide, substantial benefits to the Estates throughout the Chapter 11 Cases, including by (as applicable): (i) signing the PSA and agreeing to support the Plan, including by voting their respective claims and providing the support necessary to effectuate the terms of the Plan; (ii) negotiating the Distribution Principles; (iii) participating in the sales process, including meetings and negotiations with multiple potential bidders; (iv) participating in mediation to resolve many of the key issues in these cases; (v) negotiating various potential settlements with DCG, FTX, 3AC, and other key creditors; (vi) waiving certain legal rights and settling or waiving claims against the Debtors; (vii) managing the day-to-day business operations of the Debtors, including communicating with creditors, vendors and regulators, preparing operating reports, managing customer assets, and providing relevant information and documentation at the Debtors' advisors' request; and (iv) executing cooperation agreements, which will allow the Wind-Down Debtors to rely on the knowledge and services of many of the Released Parties Post-Effective Date. Such contributions of the Released Parties and their respective Related Parties justify the inclusion of these parties in the Debtor Releases as a sound exercise of the Debtors' business judgment.

67. These contributions by the Released Parties have been instrumental to the Debtors' ability to prosecute the Chapter 11 Cases in order to maximize recoveries for creditors.⁵⁹ Despite the relative novelty of the technology underlying cryptocurrencies, the industry is highly-specialized, technical and volatile, requiring knowledge and experience that is not widely held. As

See Findings of Fact at 20-21, Ex. A at 21, In re Trident Holding Co., LLC, Case No. 19-10384 (SHL) (Bankr. S.D.N.Y Sept. 18, 2019), ECF No. 928 (approving releases, including third-party releases, for parties who made a substantial contribution to the reorganization, including the debtors' officers, directors and employees); Findings of Fact at 20-26, In re Millennium Lab Holdings II, LLC, Case No. 15-12284 (LSS) (Bankr. D. Del. Dec. 14, 2015), ECF No. 195 (same); In re Seaside Eng'g & Surveying, Inc., 780 F.3d 1070, 1079-80 (11th Cir. 2015) (same); In re Mercedes Homes, Inc., 431 B.R. 869, 881 (Bankr. S.D. Fla. 2009) (same); Order Confirming Second Amended Plan of Liquidation for the Debtor, ECF No. 178, at 19, In re Mal Dunn Assocs., 406 B.R. 622 (Bankr. S.D.N.Y. June 18, 2009) (same); In re Spansion, Inc., 426 B.R. 114, 142-43 (Bankr. D. Del. 2010) (same).

such, the contributions of Released Parties have been essential in achieving the resolution of these Chapter 11 Cases and are precisely the kind that justify the approval of debtor and non-debtor releases.

68. As part of the Special Committee's mandate and as the predicate to the Special Committee's decision to propose the Debtor Releases, Debtors' counsel, Cleary Gottlieb Steen & Hamilton LLP ("Cleary") performed an internal investigation (the "Investigation") into a wide array of prepetition conduct, transactions and relationships, including potential preferential transfers and fraudulent conveyances. See Aronzon Decl. ¶ 83, Ex. 3, Sec. VI.F., at 36. The Investigation was led by a senior partner in Cleary's white collar investigation practice, who is also a former Acting United States Attorney for the Southern District of New York, with over thirty years of experience in criminal prosecutions and complex financial and regulatory investigations. The Investigation took place over the course of more than nine months, and thousands of hours of work by Cleary attorneys. 60 The first stage of the Investigation consisted of the review of more 340,000 documents collected from the Debtors and DCG in order to identify potential claims for further review and investigation. *Id.* Cleary then conducted ten preliminary interviews with employees on topics including lending processes and procedures, bookkeeping and loan management, compliance and risk policies, and intercompany lending. *Id.* After further narrowing the focus of the Investigation on the basis of these interviews, Cleary conducted at least nineteen more substantive interviews with employees regarding a variety of topics, including client communications, risk management, accounting, and the relationship between GGC and DCG. Id.

69. The Special Committee considered the findings of the Investigations and determined (i) the Debtors have no colorable claims against the proposed Genesis Released

See Monthly Fee Statements of Cleary Gottlieb, ECF Nos. 225, 316, 416, 463, 512, 608, and 745.

Personnel, or (ii) the potential benefits of pursuit of such claims would be outweighed by the benefits of the proposed releases. *See* Aronzon Decl. ¶ 83, Ex. 1, at 2. For these reasons, and on the basis of the cost- and risk-adjusted anticipated value of any potential claims, the Debtors determined that the proposed Debtor Releases are overall value-accretive to the Estates.

- 70. Subsequent to the Investigation, the Debtors excluded certain parties from the proposed Released Parties, namely (i) former officers, directors and employees of the Debtors who were not employed as of the Petition Date, (ii) the DCG Parties, (iii) the Gemini Parties, and (iv) any other officers, directors or employees of the Debtors excluded from the list of Released Parties, thus preserving claims against these parties. *See* Aronzon Decl. ¶ 83, Ex. 2, Sec. III.W., at 22.
- 71. The Debtors also considered that the claims subject to the Debtor Releases would give rise to indemnification claims by the Genesis Released Personnel pursuant to the Debtors' governing documents. *See* Aronzon Decl. ¶83, Ex. 2, Sec. III.W., at 23; *see also* Aronzon Decl. ¶83, Ex. 1, at 2. The Debtors' governing documents require each entity to indemnify employees for any claims that are not found to be the result of fraud, gross negligence or willful misconduct as determined by a final order of the court. *Id.* Absent the limited releases in the Plan, any third parties bringing such actions against the specified individuals would be recovering from the Debtors' estates, in turn depleting the resources otherwise available for distribution to the creditors. *Id.* Thus, there is alignment between the Debtors' estates and the directors, officers and employees who would receive releases, because successful litigation of many potential claims would give rise to a reimbursement claim against the Wind-Down Debtors. *See In re Charter Commc'ns*, 419 B.R. 221, 257 (Bankr. S.D.N.Y. 2009) (approving release on the grounds that

"most of the Debtor Releasees have indemnification rights such that any claims by the Debtors against them would ultimately lead to claims being asserted against the Debtors").

- 72. Finally, in order to further ensure that the Estates can continue to benefit from the Released Parties' knowledge and information, the Debtors intend to modify the Plan to provide releases only to those Released Genesis Personnel who agree to cooperate with assisting with litigation of the Retained Causes of Action by the Wind-Down Debtors (such agreements, the "Cooperation Agreements"), which will be critical to the resolution of litigation against DCG and Gemini as well as enforcement actions relating to the Debtors' pre-petition business.
- 73. Separate from the Investigation performed by Cleary, multiple government regulators, including the U.S. Securities and Exchange Commission and the NYAG have conducted an investigation. None of these Governmental Units have objected to the Debtor Releases or otherwise contested Cleary's process or the Investigation's findings. Further, none of the named defendants or even persons identified in actions brought by government regulators are included as a Genesis Released Personnel. Similarly, the Committee performed its own investigation and has not objected to the Debtors' releases of the Released Parties. *See* Aronzon Decl. ¶83, Ex. 3, Sec. VI.F., at 36. In support of the Debtor Releases, the Debtors filed, as part of the Plan Supplement, 61 the Special Committee's justification for inclusion of the Released Genesis Personnel in the Debtor Releases, and provided the names of such parties to the Committee, the AHG and the CCAHG on a professionals'-eyes-only basis, balancing transparency to representatives of various creditor bodies with confidentiality concerns.

See Notice of Filing Plan Supplement for the Debtors' Amended Joint Chapter 11 Plan, Ex. F [ECF No. 1117].

74. For all of the above reasons, the Debtor Releases represent a valid settlement of any claims the Debtors and their estates may have against the Released Parties, pursuant to § 1123(b)(3)(A).

iii. The Scope of the Released Parties is Appropriate.

- 75. Subject to exclusions for claims related to gross negligence, fraud and willful misconduct, the Debtors, the Ad Hoc Group SteerCo and its members, the Committee and its members and the "Related Party" of each entity, in their capacities as such, benefit from the Plan releases. *See* Plan, Art I.A.180. Courts in this District regularly approve releases that include the same kinds of releasing parties or, in many cases, more expansive lists of parties than the Related Parties here. ⁶² To the extent there is any concern regarding the identities of Related Parties, that matter can be addressed if and when a person or entity asserts they are a Related Party in a litigated context.
- 76. The sole objections to the Debtor Releases were raised by the CCAHG, which formed only in late November 2023, and BAO, which first appeared in these cases on December 15, 2023, neither of which have conducted any investigation into the Released Parties. The CCAHG Objection intimates that the Debtors were required to investigate each and every Genesis Released Personnel, many of whom are low-level employees, and for whom an exhaustive (expensive) investigation would be wasteful, inefficient and value-destructive. As detailed herein, the Special Committee, through Cleary, conducted a thorough and exhaustive review of documents

See, e.g., Order Ex. A at 19-20, In re Avianca Holdings S.A., Case No. 20-11133 (MG), ECF No. 2300, at 19-20 (Bankr. S.D.N.Y. Nov. 2, 2021) (approving releases of related parties); In re Trident Holding Co., LLC, Case No. 19-10384, ECF No. 928, Ex. A. at Art I.B.1.151 (Bankr. S.D.N.Y. Sept. 18, 2019) (same); In re Sears Holdings Corp., Case No. 18-23538, ECF No. 5370, Ex. A. at Art I.A.1.135 (Bankr. S.D.N.Y. Oct. 15, 2019) (same); In re Nine West Holdings, Inc., Case No. 18-10947 (SCC), ECF No. 1308, Ex. 1 at 19 (Bankr. S.D.N.Y. Feb. 27, 2019) (same); In re BCBG Max Azria Glob. Holdings, LLC et al., Case No. 17-10466 (SCC), ECF No. 591, Ex. 1 at 9-10 (Bankr. S.D.N.Y. July 26, 2017) (same); In re Cumulus Media Inc., Case No. 17-13381 (SCC), ECF No. 769, Ex. A at 15 (Bankr. S.D.N.Y. May 10, 2018) (same).

and communications and conducted numerous interviews during the course of its Investigation in order to make its determination as to the scope of the Debtor Releases and Released Parties. *See generally In re Hibbard Brown & Co., Inc.*, 217 B.R. 41, 48 (Bankr. S.D.N.Y. 1998) (recognizing the "thoroughly investigated" investor claims as a factor in determining the releases were fair, reasonable and adequate).

77. Furthermore, as already discussed, the Genesis Released Personnel merit inclusion in the Debtors' proposed Releases because of their instrumental contributions to the Debtors' chapter 11 process. Indeed, courts in this District routinely approve provisions releasing various parties that have provided valuable services in connection with a bankruptcy case, including creditor groups and equity holders, as well as the debtors' employees, directors and officers.⁶³

iv. The Exculpation Provision Is Appropriate and Should Be Approved.

78. Article VIII.F of the Plan contains a routine Exculpation Provision, which is limited to claims against the Exculpated Parties (largely the same group as the Released Parties)⁶⁴ for acts or omissions involving the preparation or filing of the Chapter 11 Cases, or

See, e.g., In re LATAM Airlines Grp. S.A., 20-11254 (JLG), ECF No. 5900 (Bankr. S.D.N.Y. 2022) (releasing current and former officers and directors); In re Ditech Holding Corp., Case No. 19-10412 (JLG), ECF No. 1404, Ex. A at 13-14 (Bankr. S.D.N.Y. Sept. 16, 2019) (same); In re Nine West Holdings, Inc., Case No. 18-10947 (SCC), ECF No. 1308, Ex. 1 at 18 (Bankr. S.D.N.Y. Feb. 27, 2019) (same); In re BCBG Max Azria Glob. Holdings, LLC et al., Case No. 17-10466 (SCC), ECF No. 591, Ex. 1 at 9 (Bankr. S.D.N.Y. July 26, 2017) (same); In re Cumulus Media Inc., Case No. 17-13381 (SCC), ECF No. 769, Ex. A at 15 (Bankr. S.D.N.Y. May 10, 2018) (same); In re Finlay Enterp., Inc., No. 09-14873 (JMP), 2010 WL 6580628, at *9 (Bankr. S.D.N.Y. June 29, 2010). The CCAHG Objection seeks to rely on two inapposite, non-binding cases to assert that releases of employees, directors and officers are "commonly refused." Both In re Tribune Co., 464 B.R. 126, 188 (Bankr. D. Del. 2011) and In re Congoleum Corp., 362 B.R. 167, 193 (Bankr. D.N.J. 2007) are Third Circuit cases applying the Zenith factors to evaluate third party releases in those cases. However, even the Third Circuit recognizes contribution is a case-by-case analysis, where the same type of contribution may result in different outcomes. See Quad/Graphics, Inc. v. One2One Commc'ns, LLC (In re One2One Commc'ns, LLC), No. 12-27311 (JLL), 2016 WL 3398580, at *8 (D.N.J. June 14, 2016) (surveying cases and noting that courts frequently reach different conclusions about whether similar types of contributions are substantial in the context of different cases).

See Plan Art.I.A.88 (defining Exculpated Parties).

involving the Chapter 11 Cases, the Disclosure Statement and the Plan (including the solicitation, confirmation, consummation and administration thereof).⁶⁵

- a. The Scope of the Exculpated Parties Is Appropriate.
- 79. Section 1125(e) of the Bankruptcy Code does not require that exculpated parties be limited to debtors, the creditors' committee and their professionals, as fiduciaries in these Chapter 11 Cases. *See* U.S. Trustee Obj. at 11. Exculpation provisions are permissible when they are important to a debtor's plan or where the exculpated party has provided substantial consideration to a debtor in the administration of its bankruptcy case.⁶⁶ In determining whether to approve exculpation provisions, courts also consider whether the beneficiaries of the exculpation have participated in good faith in negotiating the plan and bringing it to fruition, and whether the provision is integral to the plan.⁶⁷ Indeed, courts in this District have approved plans with exculpation provisions that cover non-debtor parties that have made significant contributions to the bankruptcy cases, like the Exculpated Parties here.⁶⁸

As is common, the Exculpation Provision carves out acts or omissions that constitute fraud, willful misconduct, or gross negligence, which is entirely consistent with applicable legal standards. *See* Plan Art.VIII.F.

See Order at 26, In re Residential Cap., LLC, Case No. 12-12020 (MG) (Bankr. S.D.N.Y. Dec. 11, 2013), ECF No. 6065 (confirming plan that contained exculpations for non-debtor parties that were "instrumental to the successful prosecution of the Chapter 11 Cases or their resolution pursuant to the Plan, and/or provided a substantial contribution to the Debtors"); In re Stearns Holdings, LLC, Case No. 19-12226 (SCC), ECF No. 459 (Bankr. S.D.N.Y. Nov. 13, 2019) (finding exculpation provision "was essential to the promotion of good-faith plan negotiations that might not otherwise have occurred had the negotiating parties faced the risk of future collateral attacks from other parties").

In re Adelphia Commc'ns Corp., 368 B.R. 140, 268 (Bankr. S.D.N.Y. 2007). See also Findings of Fact ¶ 291, In re Residential Cap., LLC, Case No. 12-12020 (MG) (Bankr. S.D.N.Y. Dec. 11, 2013), ECF No. 6066 (approving exculpation of certain prepetition lenders who "played a meaningful role . . . in the mediation process, and through the negotiation and implementation of the Global Settlement and Plan").

See Order at 8, Ex. A at 16, In re Grupo Aeroméxico, S.A.B. de C.V., et al., Case No. 20-11563 (SCC), ECF No. 2668 (Bankr. S.D.N.Y. Feb. 4, 2022) (approving plan with exculpated parties including DIP lenders and other financing commitment parties); Order at 4, Ex. A at 7, In re Ditech Holding Corp., Case No. 19-10412 (JLG), ECF No. 1404 (Bankr. S.D.N.Y. Sept. 16, 2019) (same); Order at 6, Ex. 1 at 10, In re Nine West Holdings, Inc., Case No. 18-10947 (SCC), ECF No. 1308 (Bankr. S.D.N.Y. Feb. 27, 2019) (same); Findings of Fact at 24, Ex. B at 8-9, In re Cumulus Media Inc., Case No. 17-13381 (SCC), ECF No. 769 (Bankr. S.D.N.Y. May 10, 2018) (same); Findings of Fact at 21, Ex. 1 at 6, In re BCBG Max Azria Global Holdings, LLC et al., Case No. 17-10466 (SCC), ECF No. 591 (Bankr. S.D.N.Y. July 26, 2017) (same).

- 80. Here, the Exculpated Parties played critical roles in and made significant contributions to the Chapter 11 Cases, and participated in good faith in formulating and negotiating the Plan. As such, they are eligible for protection from exposure to claims against them relating to their participation in the Chapter 11 Cases, consistent with § 1125(e) of the Bankruptcy Code. See 11 U.S.C. § 1125(e). Furthermore, interested parties received sufficient notice of the exculpation provision to raise any objections thereto.
 - b. <u>BAO's Objection to the Exculpation Provision Applying to Gemini and Its</u>
 Related Parties Should Be Overruled.⁶⁹
- BAO obj., at 12. The BAO objection evinces a fundamental misunderstanding of the Plan and should be overruled. The sole Gemini-related party benefiting from any exculpation under the Plan is the Gemini Distribution Agent, *in its capacity as such*. Nowhere in the Plan can BAO find support for its baseless assertion that the Plan provides for the exculpation of any Gemini party other than the Gemini Distribution Agent in connection with making or facilitating distributions to Gemini Lenders pursuant to the Plan. As a result, the exculpation provision set forth in Article VIII.F. of the Plan is appropriate, consistent with applicable law and should be approved.
 - c. <u>Exculpation for Prepetition Conduct Related to the Chapter 11 Cases is Appropriate.</u>
- 82. Courts in this district routinely approve exculpations of prepetition conduct that are tailored to the debtor's bankruptcy proceeding, as the Exculpation Provision here is. *See In re Stearns Holdings, LLC*, 607 B.R. 781, 790 (Bankr. S.D.N.Y. 2019) (endorsing the Debtors'

In addition to the substantive deficiencies discussed herein, the BAO Objection was filed well past the extended objection deadline of 4:00 p.m. (prevailing Eastern Time) on February 5, 2024, that applied to all parties who participated in Plan discovery, and should be stricken from the Court's consideration on that basis alone.

observation that "in the Second Circuit, exculpation provisions that extend to prepetition conduct and cover non-estate fiduciaries are regularly approved because courts have recognized the appropriateness of extending exculpation to parties who make a substantial contribution to a debtor's reorganization and play an integral role in building consensus in support of a debtor's restructuring"). ⁷⁰ Here, the approval of exculpations regarding to prepetition conduct, which is limited to the filing of these Chapter 11 Cases, is appropriate, as it is narrowly tailored to the Debtors' Plan. As such, the UST Objection regarding the scope of the Exculpation should be overruled.

v. The Injunction Provision Is Appropriate and Should Be Approved.

83. Finally, Article VIII.G of the Plan contain an injunction provision (the "Injunction") that the Debtors believe is necessary to enforce and preserve the release and exculpation provisions provided for in Article VIII.E and Article VIII.F of the Plan, and should, therefore, be approved. *See In re Drexel Burnham Lambert Group, Inc.*, 960 F.2d 285, 293 (2d Cir. 1992) (approving injunction provision where such provisions plan an important part in the plan). Furthermore, the Disclosure Statement and the Plan filed with the Bankruptcy Court identified acts to be enjoined by, and all entities that would be subject to the Injunction. The Injunction is therefore appropriate and should be approved.

See also Findings of Fact at 24, Ex. 1 at 45, In re Windstream Holdings, Inc., Case No. 19-22312 (RDD) (Bankr. S.D.N.Y. June 26, 2020), ECF No. 2243 (confirming plan containing exculpation provision extending to appropriately-tailored prepetition conduct); Order at 12, Ex. A at 33-34, In re Seabras 1 USA, LLC, Case No. 19-14006 (SMB) (Bankr. S.D.N.Y. June 30, 2020), ECF No. 298 (same); Order at 6, Ex. 1 at 63, In re Nine West Holdings, Inc., Case No. 18-10947 (SCC) (Bankr. S.D.N.Y. Feb. 27, 2019), ECF 1308 (same).

F. All Other Objections Raised Should be Overruled

- i. The Wind-Down Debtors Are Not Subject to Court Oversight Post-Effective Date.
- 84. SOF argues that, if the Gemini litigation continues post-Effective Date, "the rights of [Gemini Lenders] are at risk of being prejudiced under the current Plan structure." SOF Obj. ¶ 41. Specifically, SOF expresses concern that any settlement post-Effective Date would not require the Court's approval. *Id.* ¶ 42. SOF proposes several "suggested solutions" to this objection, including that the "Plan could be amended to require notice and a hearing of any proposed settlement of the Gemini litigation, whether before or after the Effective Date." *Id.* ¶ 48. However, no provision of the Bankruptcy Code or the Bankruptcy Rules requires such post-Effective-Date oversight.⁷¹
- 85. Moreover, the Gemini Lenders have authorized Gemini to represent their interests in the Gemini litigation, including by pursuing settlement. The Gemini litigation arises under that certain Security Agreement dated as of August 15, 2022 (the "Security Agreement") that GCC entered with Gemini, as agent for the Earn Users, pursuant to which GGC transferred the Gemini GBTC Shares to Gemini for the benefit of the Gemini Lenders to secure certain of GGC's obligations under the Gemini Earn Program. Under Section 3 of the Security Agreement, the Gemini Lenders appointed Gemini as their "attorney-in-fact, with full authority in the place and stead of the [Gemini Lenders] and in the name of the [Gemini Lenders] . . . during event of default, default, or similar circumstance to take any action and to execute any instrument as it may

See In re Innkeepers USA Tr., No. 10-13800 (SCC), 2012 WL 13331052, at *16 (Bankr. S.D.N.Y. June 12, 2012) ("In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Post-Effective Date Debtors may compromise and settle Claims against the Debtors and their Estates and Causes of Action against other Entities."); see also In re Delta Air Lines, Inc., No. 05 B 17923ASH, 2007 WL 3104216, at *9 (Bankr. S.D.N.Y. Oct. 22, 2007) (denying motion seeking to compel court approval of certain post-effective date settlements where the plan explicitly allowed reorganized debtors to "settle and compromise Claims without supervision by the Bankruptcy Court").

deem reasonably necessary or advisable to accomplish the purposes of this Agreement," including exercising "any rights and remedies available to the [Gemini Lenders] under applicable law." *Gemini Trust Company, LLC v. Genesis Global Capital, LLC et al*, Adv. Pro. No. 23-01192 (Bankr. S.D.N.Y. 2023), ECF No. 1, Ex. 1. Thus, because Gemini is authorized to represent Gemini Lenders' interests in disputes arising under the Security Agreement, SOF's argument that its interests would not be represented in a post-Effective Date settlement are without merit.

ii. The Plan Already Provides Adequate Means for Implementation.

- 86. SOF also raises several objections asking the Debtors to impose conditions on Gemini's relationship with the Gemini Lenders—a relationship to which Debtors are largely not privy. See Declaration of Michael Leto in Support of First Day Motions and Application in Compliance with Local Rule 1007-2, ECF No. 28, ¶¶ 9–10. For example, SOF requests Plan language requiring Gemini to provide Gemini Lenders the option to "opt out" of exposure to GBTC price volatility. SOF Obj. ¶¶ 51–52.
- 87. However, these are simply not valid, legal objections to the confirmation of the Plan as they relate to a contract between various non-Debtor parties. In fact, the terms of the Plan have already been accepted by creditors, including the Gemini Lender Claims class. *See* Amended Voting Declaration. No other Gemini Lender has raised these issues, and the Plan already provides adequate means of implementing the Plan, including regarding distributions from the Gemini Distribution Agent to the Gemini Lenders. As explained below, the Plan complies with § 1123's requirements for plan confirmation. *See infra*, ¶¶ 98–105.

iii. The Debtors Have Addressed SOF's Remaining Objections.

88. The Debtors have adequately addressed SOF's remaining objections, including SOF's requests for (i) clarification regarding the treatment of Gemini's Proprietary Claim, (ii) periodic reporting on distributions, (iii) more detailed procedures for distributing assets

held by Gemini, and (iv) assurance that Gemini has no beneficial ownership over the assets it holds on Gemini Lenders' behalf and will not "hold back" any distributions it is obligated to make to Gemini Lenders under the Plan.

- 89. First, SOF argues that the Plan should include clarifications about the extent the Gemini Proprietary Claim will be included in or treated separately from the Allowed Gemini Lender Claim. The Plan is clear that a "Gemini Lender Claim" is defined as "a General Unsecured Claim held by a Gemini Lender in connection with the Gemini Earn Program." Plan Section I.A.111. By definition, Gemini, is not itself a "Gemini Lender" and any claims filed for the benefit of Gemini would not be treated as a "Gemini Lender Claim." Calculation of the Gemini Proprietary Claim will be separately handled through a stipulation governing the calculation of any disputed claims reserve.
- 90. Second, the amended Plan, filed contemporaneously with this Memorandum, includes a reporting requirement that Gemini provide semi-annual updates to the PA Officer regarding the status of distributions to Gemini Lenders for inclusion in the PA Officer's semi-annual reports to the Court. Plan Section IV.A.6.
- 91. Third, SOF objects that the Plan does not adequately describe Gemini's process for the pro-rata distribution of assets to Gemini Lenders. SOF Obj. ¶ 38. The Gemini Lender Distribution Principles, which will be filed in advance of the Confirmation Hearing as part of the Plan Supplement, set forth in detail the manner by which Gemini will make distributions to Gemini Lenders, including providing for a description of efforts that the Gemini Distribution Agent will make to ensure equitable distributions of the Gemini GBTC Shares to the Gemini Lenders in the event that Gemini distributes the Gemini GBTC Shares to the Gemini Lenders.

Thus, the Plan, as supplemented by the Gemini Lender Distribution Principles, provides adequate means for implementing distributions to Gemini Lenders.

- 92. Fourth, the Debtors further highlight Section VI.C.1.d of the Plan, which provides in relevant part that the Gemini Distribution Agent will effectuate distributions directly to the Gemini Lenders, including for the proceeds of any Monetization Transaction of Gemini GBTC Shares. Therefore, contrary to SOF's arguments, no additional language is needed to clarify the beneficial interest in the value of the Gemini GBTC Shares or Gemini's commitment to not "hold back" any distributions it must make under the Plan.
 - iv. <u>If Gemini Prevails on Its Claims</u>, <u>Distributions of the Gemini GBTC Shares</u> Would Not Constitute Distributions Under the Plan.
- 93. SOF argues that the Plan would not limit Gemini Lenders' recoveries in the event Gemini prevails on its claims in *Gemini Trust Company, LLC v. Genesis Global Capital, LLC et al.*, Adv. Pro. No. 23-01192, relating to the Gemini GBTC Shares. SOF Obj., ¶ 25. The Debtors agree, and there is nothing in the Plan to the contrary.
 - v. The Distribution Principles are Aimed at Maximizing In-Kind Distributions.
- 94. BAO's objections evidence a misunderstanding of the Distribution Principles.⁷² BAO alleges that the distribution principles unfairly (1) use Petition Date pricing to value Claim Assets and (2) do not provide for in-kind recovery. BAO Obj. ¶ 11, 13. Both of these contentions are incorrect. While the Distribution Principles apply Petition Date Valuation to calculate each claimant's *Pro Rata* Share of Allocable Assets in USD in Step 1, later steps describe the allocation of allocable assets for claims denominated in different assets, and how the *pro rata* share calculated in Step 1 results in the maximum possible extent of in-kind distributions. In fact,

BAO also joined SOF's objection regarding the distinction of the Gemini Master Claim from the Gemini Proprietary Claim, and ensuring that distributions from Gemini are made to Gemini Lenders. Those objections are addressed above. *See supra* ¶¶ 88-92.

the Debtors have made clear that "[o]ne of the goals of these Distribution Principles is to maximize "in-kind" distributions, i.e., distributions to Holders of Allowed General Unsecured Claims in the Claim Assets of their claims." Further, the limitation on recoveries for a Holder is for one-hundred percent (100%) of the "in-kind Claim Assets" underlying the claim, contrary to BAO's assertions that the cap is close to the petition date valuation of claims. *See* Distribution Principles at 8. Therefore, BAO's assertions related to the Distribution Principles are unfounded.

II. The Plan Satisfies the Requirements for Confirmation of the Bankruptcy Code and Should be Approved

A. The Plan Complies with Section 1129(a)(1) of the Bankruptcy Code

95. Under § 1129(a)(1) of the Bankruptcy Code, a plan must "compl[y] with the applicable provisions of [the Bankruptcy Code]." The legislative history of § 1129(a)(1) explains that this provision also encompasses the requirements of §§ 1122 and 1123 of the Bankruptcy Code, which govern the classification of claims and the contents of a plan, respectively. The Plan complies with the requirements of these sections, as well as other applicable provisions, and therefore complies with § 1129(a)(1).

i. The Plan Satisfies the Classification Requirements of Section 1122 of the Bankruptcy Code

96. Section 1122 provides that (i) only similar claims may be classified together and (ii) similar claims may not be classified separately for illegitimate reasons. *See* 11 U.S.C.

See In re Sabine Oil & Gas Corp., 555 B.R. 180, 310 (Bankr. S.D.N.Y. 2016) (citing In re Bally Total Fitness of Greater N.Y., Inc., No. 07-12395, 2007 WL 2779438, at *3 (Bankr. S.D.N.Y. Sept. 17, 2007) ("The Debtors, as proponents of the plan, have the burden of proving the satisfaction of the elements of [s]ections 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence.")).

⁷⁴ S. 95-989, 95th Cong., 2d Sess. § 126 (1978); H.R. 95-595, 95th Cong., 1st Sess. § 412 (1977); *In re S & W Enter.*, 37 B.R. 153, 158 (Bankr. N.D. Ill. 1984) ("An examination of the Legislative History of [section 1129(a)(1)] reveals that although its scope is certainly broad, the provisions it was more directly aimed at were sections 1122 and 1123.").

§ 1122; Aetna Cas. & Sur. Co. v. Chateaugay Corp. (In re Chateaugay Corp.), 89 F.3d 942, 949 (2d Cir. 1996); see also In re Adelphia Commc'ns Corp., 368 B.R. at 246-47.⁷⁵

97. The Plan's classification scheme reflects differences in the type of digital and fiat currencies held by creditors of each of the Debtors, as well as the relative priority between secured and unsecured status prescribed by the Bankruptcy Code. The Plan classifies Claims and Interests of GGH and GAP into 10 Classes and into 11 Classes for GGC to account for the Gemini Lender Claims. *See* Plan, Art. III. Each Class comprises only Claims or Interests that are substantially similar to one another, and the Classes themselves are all based on valid business, factual, or legal considerations. More generally, Secured Claims, General Unsecured Claims and Interests are each classified separately from each other. General Unsecured Claims are separately classified based on types of digital and/or fiat currencies held by claimants' and the claimants' relationship with each Debtor. Intercompany Claims occupy their own class, as do Interests against GGH and Intercompany Interests against GGC and GAP, respectively. Accordingly, the Plan meets the classification requirements of § 1122.

- ii. <u>The Plan Satisfies the Mandatory Plan Requirements of Section 1123 of the Bankruptcy Code</u>
 - a. The Plan Designates Classes of Claims and Interests § 1123(a)(1)
- 98. Section 1123(a)(1) requires the designation of classes of claims and interests. 11 U.S.C. § 1123(a)(1). The Plan meets this requirement by designating Classes of Claims and Interests for each Debtor. *See* Plan Art. III.

This is not to say that all substantially similar claims or interests must be grouped in the same class. *See, e.g., In re Aegerion Pharmaceuticals, Inc.*, 605 B.R. 22, 30 (Bankr. S.D.N.Y. 2019) ("[a] debtor in bankruptcy has considerable discretion to classify claims and interests in a chapter 11 reorganization plan"); *accord In re Chateaugay Corp.*, 89 F.3d at 949-51.

- b. The Plan Specifies Unimpaired Classes § 1123(a)(2)
- 99. Section 1123(a)(2) requires that the Plan "specify any class of claims or interests that is not impaired under the plan." 11 U.S.C. § 1123(a)(2). The Plan meets this requirement by identifying Classes 1, 2 and 9 against GGH, Classes 1, 2, 10 and 11 against GGC and Classes 1, 2, 9, 10 against GAP as unimpaired. *See* Plan Art. III. A.1.–3.
 - c. <u>The Plan Adequately Specifies the Treatment of Impaired Classes § 1123(a)(3)</u>
- 100. Section 1123(a)(3) requires that the Plan "specify the treatment of any class of claims or interests that is impaired under the plan." 11 U.S.C. § 1123(a)(3). The Plan meets this requirement by setting forth the treatment of each impaired class, *i.e.*, Classes 3–10 against GGH, Classes 3–11 against GGC and Classes 3–10 against GAP. *See* Plan Art. III. A–D.
 - d. The Plan Provides for the Same Treatment for Claims or Interests within the Same Class § 1123(a)(4)
- 101. Section 1123(a)(4) requires that the Plan "provide the same treatment for each claim or interest of a particular class, unless the holder of a particular claim or interest agrees to a less favorable treatment of such particular claim or interest." 11 U.S.C. § 1123(a)(4). The Plan meets this requirement because Holders of Allowed Claims or Interests will receive the same rights and treatment as other Holders of Allowed Claims or Interests in the same Class, as further set forth in the Distribution Principles. *See* Plan Art. III.; *id.* at Ex. A.
 - e. The Plan Provides Adequate Means for Its Implementation § 1123(a)(5)
- 102. Section 1123(a)(5) requires that the Plan provide "adequate means" for its implementation. 11 U.S.C. § 1123(a)(5). Article IV of the Plan, as well as other provisions thereof, provide for the means by which the Plan will be implemented. Among other things, Article IV of the Plan, the Distribution Principles, and the Plan Supplement: (i) provide for the sources of consideration for Plan distributions; (ii) provide for the equitable calculation of

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distributions across coin types through the Distribution Principles; (iii) provide for the vesting of all assets in each of the appropriate Wind-Down Debtors free and clear of all Claims, Liens, Encumbrances, charges or other encumbrances; (iv) authorize the amendment of the certificates of incorporation and bylaws of the Wind-Down Debtors; (v) provide for the appointment of the officers and directors of the Wind-Down Debtors; (vi) provide for the cancellation of all notes, instruments, certificates, and other documents including credit agreements and indentures, unless otherwise provided in the Plan; (vii) provide for the Plan Securities' exemption from registration under the Securities Act (to the extent set forth in the Plan); and (viii) provide for the reinstatement or discharge of Intercompany Claims and Interests (to the extent set forth in the Plan) and the settlement of intercompany accounts.

- f. The Plan Prohibits the Issuance of Non-Voting Equity Securities § 1123(a)(6)
- 103. Section 1123(a)(6) requires that a debtor's corporate constituent documents prohibit the issuance of non-voting equity securities. 11 U.S.C. § 1123(a)(6). The Plan provides that the Wind-Down Debtors' New Governance Documents shall include such a prohibition to the extent required by § 1123(a)(6) of the Bankruptcy Code. *See* Plan Supplement at Exhibit L. DCG's argument that the Plan's proposals with respect to DCG's voting rights in the Wind-Down Debtors are tantamount to the proposed issuance of non-voting equity securities is completely inapposite. DCG's equity interests are being reinstated pursuant to the plan, not "issued," and they are not non-voting shares (despite the limitations that the Plan otherwise seeks to place on the rights appurtenant to DCG's equity interests prior to repayment in full of creditors). *See* Section C *supra*.

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- g. The Plan Contains Appropriate Provisions with Respect to the Selection of Post-Confirmation Directors and Officers § 1123(a)(7)
- 104. Section 1123(a)(7) requires that the Plan's provisions with respect to the manner of selection of any director, officer or trustee, or any other successor thereto, be "consistent with the interests of creditors and equity security holders and with public policy." 11 U.S.C. § 1123(a)(7). The Plan outlines the manner of selecting the Plan Administrator and the New Board, which accords with applicable corporate law, the Bankruptcy Code, the interests of creditors and equity security holders, and public policy. *See* Plan, Art. IV.A.2 and Art. IV.B.9. The Plan Complies with Section 1123(d)
 - amount necessary to cure the default shall be determined in accordance with the underlying agreement and applicable non-bankruptcy law." 11 U.S.C. § 1123(d). The Plan meets this requirement by providing for the satisfaction of monetary defaults, if any, under each executory Contract and unexpired Lease to be assumed or assumed and assigned pursuant to the Plan, by payment of the Cure Amount in Cash on the Effective Date or as soon as practicable thereafter, subject to certain limitations. *See* Plan, Art. V § C.

B. The Plan Complies with Section 1129(a)(2)

106. The Debtors satisfy § 1129(a)(2), which requires that the proponent of a plan comply with the applicable provisions of the Bankruptcy Code. The legislative history of § 1129(a)(2) indicates that this provision is intended to encompass the disclosure and solicitation requirements set forth in §§ 1125 and 1126 of the Bankruptcy Code. S. 95-989, § 26 (1978); H.R. 95-595, § 407 (1977) ("Paragraph (2) [of § 1129(a)] requires that the proponent of the plan comply with the applicable provisions of chapter 11, such as section 1125 regarding disclosure."); see also In re Lapworth, No. 97-34529 (DWS), 1998 WL 767456, at *3 (Bankr. E.D. Pa. Nov. 2, 1998).

As discussed above and herein, the Debtors have complied with §§ 1125 and 1126 of the Bankruptcy Code regarding disclosure and solicitation of the Plan.

i. Disclosure Statement and Solicitation – § 1125

approved, among other things (i) the adequacy of information in the Disclosure Statement under § 1125 of the Bankruptcy Code, (ii) the Solicitation Procedures, (iii) the forms of Ballots, notices and notice procedures in connection therewith and (iv) certain dates in respect thereto. Further, in accordance with § 1125(b), the Debtors did not solicit votes on the Plan from any Holder of a Claim or Interest prior to the entry of the Disclosure Statement Order. The Debtors further provided Holders of Claims and Interest in the Non-Voting Classes with Non-Voting Status Notice Packages, which included the Confirmation Hearing Notice and the applicable Notices of Non-Voting Status. *See* Solicitation Affidavit.

ii. Acceptance of Plan – § 1126

plan and determining acceptance thereof. Pursuant to § 1126, only holders of allowed claims or interests that are impaired and will receive or retain property under a plan on account of such claims or interests may vote to accept or reject the plan. 11 U.S.C. § 1126. In accordance with § 1126(f), the Debtors did not solicit acceptances of the Plan from Holders of Claims and Interests conclusively presumed either to have accepted or rejected the Plan. In accordance with § 1126(g), the Debtors did not solicit acceptances of the Plan from Holders of Interests, which will not receive any distribution on account of such Interests or Intercompany Interests unless all senior Claims are paid in full or otherwise treated as Unimpaired.

109. Section 1126(c) of the Bankruptcy Code specifies the requirements for acceptance of a plan by impaired classes of claims entitled to vote to accept or reject the plan.

See 11 U.S.C. § 1126(c). As set forth in the Voting Reports, the Plan has been accepted by in excess of two-thirds in amount and one-half in number of the Holders of Claims in the voting Classes. See Amended Voting Report. Based upon the foregoing, the Debtors submit that the requirements of § 1129(a)(2) of the Bankruptcy Code have been satisfied.

C. The Plan Has Been Proposed in Good Faith Pursuant to Section 1129(a)(3)

- 110. The Second Circuit has held that § 1129(a)(3) "requir[es] a showing that the plan was proposed with 'honesty and good intentions.'" *Koelbl v. Glessing (In re Koelbl)*, 751 F.2d 137, 139 (2d Cir. 1984) (citations omitted). Thus, a plan contravenes the "good faith" requirement only if a debtor failed "to comply with the key duties—the requisite care, disinterestedness and good faith" when negotiating its terms, not if those terms were allegedly inferior to others available to the debtor. *See In re Glob. Crossing Ltd.*, 295 B.R. 726, 744 n. 58 (Bankr. S.D.N.Y. 2003). In other words, § 1129(a)(3) requires a debtor to make a good faith effort to maximize the value of the estate, but it does not permit courts to second-guess a debtor's business decisions. *In re GSC, Inc.*, 453 B.R. 132, 155 (Bankr. S.D.N.Y. 2011).
- 111. The Plan is the result of months of good-faith, arm's length negotiations between the Debtors and a wide assortment of parties in interest in these Chapter 11 Cases. *See* Aronzon Decl. ¶¶ 10-56. Notably, the Debtors negotiated and filed several iterations of the chapter 11 plan based on feedback received from various creditor groups throughout the Chapter 11 Cases. *See* Aronzon Decl. ¶¶ 10-56. In connection with the plan negotiation process, the Debtors participated in mediation with DCG, the Committee, the Ad Hoc Group, Gemini and other parties in interest, aimed at resolving certain disputes between the parties, and continued to negotiate with all parties in interest through the date hereof. *See* Aronzon Decl. ¶¶ 18-33; 44-58.
- 112. DCG asserts that the plan was not proposed in good faith because it contains a number of provisions with which DCG disagrees. This fundamentally misconstrues the good

faith standard, which requires only that the Plan "was filed in a subjectively good-faith effort to maximize recoveries of all stakeholders by making the best of a difficult commercial situation." *In re JPA No. 111 Co., Ltd.*, No. 21-12075 (DSJ), 2022 WL 298428, at *9 (Bankr. S.D.N.Y. Feb. 1, 2022). The Debtors have put forth a robust record in support of this Plan, which is the product of their good-faith effort to maximize recoveries of their stakeholders in accordance with the absolute priority rule.

113. DCG's other complaints relating to the proposed treatment of their equity Interests are all baseless. DCG's general argument that the Distribution Principles are inequitable and unfairly disadvantage DCG are amply discussed elsewhere. The Debtors have not breached their fiduciary duty to DCG, DCG Obj. at 62-65. *See supra* ¶ 16-37. And there is no inequity in the Setoff Principles, DCG Obj. at 66-75. *See supra* ¶ 40.

all 4. As for the argument that the Plan impermissibly alters DCG's rights as equity holder, including the appointment of directors, DCG Obj. at ¶ 76-79; and the argument that conditioning DCG's rights on the issuance of a Final Order declaring all creditor claims Unimpaired, DCG Obj. at ¶ 80-82; DCG's complaints are sorely misplaced. The Plan is effectively a liquidating plan, and the Wind-Down Debtors will exist solely for the purpose of making distributions to creditors. In an ordinary liquidating plan, the former equity holders would have no interest in the debtors post-liquidation. The Plan proposes to continue to have DCG hold the equity in GGH solely because there would be dramatic adverse consequences to not doing so—namely, that the federal net operating loss carryforwards generated by the Debtors prior to the Petition Date would accrue to the benefit of the DCG corporate group, as a result of GGH's status as part of the U.S. federal income tax consolidated group of which DCG is the common parent,

rather than to the Debtors and their creditors.⁷⁶ The proposal to have DCG continue to hold equity in GGH is therefore made "solely for Plan administrative purposes," Plan, Art. III.B.10.b, to preserve beneficial tax attributes for the purpose of maximizing distributions to creditors. As such, unless and until those claims have been paid in full, the Plan proposes to limit DCG's rights vis a vis its interests in GGH. One of those limits is a provision that potential members of the New Board shall be limited to those identified on a list of candidates selected by the Committee, with the consent of the Ad Hoc Group and in consultation with the Debtors. This is a standard mechanism for ensuring that the Wind-Down Debtors are operated for the benefit of creditors, and does not amount to a violation of § 1123(a)(6) or (7).⁷⁷

115. Further, DCG's argument that the Plan wrongfully excludes DCG from certain rights over the Wind-Down, including the selection of the PA Officer and the Wind-Down Oversight Committee, also is misplaced. *See In re Mesa Air Group, Inc.*, 2011 Bankr. LEXIS 3855, *7, *32-33 (Bankr. S.D.N.Y. 2011) (new board comprised of six members proposed by an unsecured creditors committee and three members proposed by debtors was not at odds with § 1123(a)(7)).

116. In the event all creditors *are* paid in full and therefore rendered Unimpaired, the Plan expressly provides that DCG's rights would spring back—including its voting rights, its right to take dividends, and its rights to transfer, or take a worthless stock deduction with respect

See Debtors' Motion for an Order Approving Restrictions on Certain Actions of DCG, ECF 1009, at ¶ 1.

See In re Texaco, 81 B.R. 806, 813 (Bankr. S.D.N.Y. 1986) (§ 1123(a)(6) only requires that "if a plan of reorganization calls for the issuance of new stock there must be a provision calling for an amendment of the corporate debtor's certificate of incorporation which prohibits the issuance of nonvoting equity securities"); In re Acequia, Inc., 787 F.2d 1352, 1361 (9th Cir. 1986) (holding that a plan provision that stripped equity holders of certain rights, including the right to vote for or remove directors, was not at odds with § 1123(a)(6) since § 1123(a)(6) "only prohibits the issuance of new nonvoting securities"); In re Mesa Air Group Inc., 2011 Bankr. 3855, at *24-25, *29 (restrictions on voting stock permissible as long as shareholders allowed to vote on slate of directors proposed by debtors and unsecured creditors committee).

to, its Interests in GGH. *Id.* It would contravene the basic principles underlying the Bankruptcy Code to permit the equity holder in insolvent, liquidating entities to continue to exercise control over the entities—potentially to the detriment of their creditors—while the entities exist solely for the benefit of those creditors. To the extent DCG also objects (in a single, conclusory paragraph without citation to authority) to the Plan's proposed treatment of Intercompany Interests in GGC and GAP, DCG Obj. at ¶ 83, and argues that it should have consent rights over the Debtors' Wind-Down, DCG Obj. at ¶ 84, the Debtors' justification for such treatment is the same: as long as GGH, GGC, and GAP exist solely for the benefit of their creditors, DCG must have a limited role in their operation. Once creditors are repaid in full, DCG's rights as equity holder will spring back.

- D. The Plan Provides for Bankruptcy Court Approval of Payments for Services or Costs and Expenses Pursuant to Section 1129(a)(4)
- by the plan proponent, by the debtor or by a person receiving distributions of property under the plan, be subject to approval by the Court as reasonable. 11 U.S.C. § 1129(a)(4). Article III of the Plan discloses the settling parties whose fees will be paid under the Plan. Moreover, Article III.B.1. of the Plan provides that all other Professionals seeking final approval of compensation in the Chapter 11 Cases are required to file applications for approval of Professional Fee Claims with the Bankruptcy Court prior to a date certain. After these claims are filed, Article III.B.1 of the Plan allows parties in interest to object to Professional Fee Claims, and requires such claims to be allowed before receiving any payment. Accordingly, the Plan ensures that any Professional Fee Claims may be reviewed by the Bankruptcy Court and complies with the requirements of § 1129(a)(4) of the Bankruptcy Code.

E. <u>All Necessary Information Regarding Directors and Officers of the Wind-Down</u> <u>Debtors Has Been Disclosed Pursuant to Section 1129(a)(5)</u>

- affiliations of those individuals who will serve as a director, officer or voting trustee of the post-emergence debtor entity, the identity of any insider to be employed or retained and the nature of the compensation proposed to be paid to such insider. Section 1129(a)(5)(B) requires a plan proponent to disclose the identify of an "insider" (as defined by 11 U.S.C. § 103(31)) to be employed or retained by the post-emergence debtor and the "nature of any compensation for such insider." 11 U.S.C. § 1129(a)(5)(B); see also In re Texaco Inc., 84 B.R. 893, 908 (Bankr. S.D.N.Y. 1988).
- 119. The Plan satisfies § 1129(a)(5)(A) by describing the manner in which directors of Wind-Down GGH shall be identified or determined. *See* definition of "New Board," pg. 20 of the Plan; *see also* Art. VI.A. Moreover, a list of the directors who will comprise the New Board was filed as Exhibit H to the Plan Supplement.
- 120. The directors and officers of the Debtors prior to the Effective Date will no longer serve in their roles as officers and directors of the Wind-Down Debtors as of the Effective Date. As such, the Debtors are not required to make any such "insider" disclosure as contemplated by § 1129(a)(5)(B).

F. Plan Regulatory Approval Is Not Required – § 1129(a)(6)

121. Because the Plan does not provide for rate changes over which a governmental regulatory commission has jurisdiction, § 1129(a)(6) does not apply.

G. The Debtors' Plan Satisfies the Best Interests Test - § 1129(a)(7)

122. As established by the liquidation analysis (the "<u>Liquidation Analysis</u>," filed as Exhibit C to the Plan, ECF No. 993) prepared by the Debtors' financial advisors, the Plan

satisfies § 1129(a)(7). The only party that has asserted otherwise is DCG, but as amply described above, because of the \$32 million in subordinated claims that sit above DCG's equity interest, DCG will receive no recoveries on account of its equity interests in any scenario—whether through the Plan, DCG's proposed distribution scheme, or a chapter 7 liquidation. *See supra* ¶ 38.

H. Section 1129(a)(8) Does Not Preclude Confirmation

123. Section 1129(a)(8) requires acceptance by each class of claims or interests that is impaired by the Plan. *See* 11 U.S.C. § 1129(a)(8). While all Classes of Impaired Creditors entitled to vote on the Debtors' Plan voted overwhelmingly to accept the Plan, Holders of Interests against GGH in Class 10, which solely consists of DCG, is Impaired and deemed to reject. As such, the Debtors will rely on 1129(b), which permits confirmation over the rejection of an impaired class of Claims or Interests. *See* Section O *infra*.

I. The Plan Provides for Payment in Full of Priority Claims - § 1129(a)(9).

124. Section 1129(a)(9) generally requires that the Plan satisfy administrative and priority tax claims in full and in cash unless the holder of a particular claim agrees to a different treatment with respect to such claim. *See* 11 U.S.C. §§ 1126(g), 1129(a)(9). The Plan satisfies this requirement by allowing for payment in full of Allowed Administrative Expense Claims and Allowed Priority Tax Claims. *See* Plan, Art. II § A, C.

J. <u>At Least One Impaired Class of Claims That is Entitled to Vote Will Have Accepted</u> the Plan, Pursuant to Section 1129(a)(10).

125. Section 1129(a)(10) provides that, to the extent there is an impaired class of claims under a plan, at least one impaired class of claims must accept the plan, "without including any acceptance of the plan by any insider." 11 U.S.C. § 1129(a)(10). Classes 3, 4, 5, 6 and 7 against GGC, Classes 3, 4 and 5 against GAP, and Class 3 against GGH all voted to accept the Plan. See Amended Voting Report.

K. Section 1129(a)(11) is Inapplicable

126. Section 1129(a)(11) requires that the Court find that "confirmation of the plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is proposed in the plan." 11 U.S.C. § 1129(a)(11). Because the Plan contemplates the liquidation of the Debtors, they need not demonstrate feasibility.

L. The Plan Provides for the Payment of All Fees Under 28 U.S.C. § 1930 Pursuant to Section 1129(a)(12).

127. Section 1129(a)(12) requires the payment of "[a]Il fees payable under § 1930 of title 28, as determined by the court at the hearing on confirmation of the plan." Section 507(a)(2) further provides that "any fees and charges assessed against the estate under [§ 1930] of title 28" are afforded priority as administrative expenses. In accordance with those provisions, the Plan provides that such fees shall be paid. *See* Plan, Art. II § D.

M. The Plan Complies with Section 1129(a)(13).

128. Section 1129(a)(13) requires that all retiree benefits, as defined in § 1114 of the Bankruptcy Code, continue to be paid post-confirmation at any levels established in accordance with § 1114 of the Bankruptcy Code. *See* 11 U.S.C. § 1129(a)(13). The Plan satisfies this requirement by providing for costs and expenses of administration of the Debtors' Estates to be classified as an Administrative Expense. *See* Plan, Art. II § A.

N. Sections 1129(a)(14)-(16) of the Bankruptcy Code Are Inapplicable.

129. Section 1129(a)(14) requires domestic support obligations to be paid, if required by judicial or administrative order or statute, which first become payable after the date of filing the petition. *See* 11 U.S.C. § 1129(a)(14). This section is inapplicable because the Debtors do not owe any domestic support obligations.

- 130. Section 1129(a)(15) concerns individual debtors. None of the Debtors is an "individual," and the requirements of § 1129(a)(15) are therefore inapplicable.
- 131. Section 1129(a)(16) does not apply to moneyed, business, or commercial corporations or trusts. 11 U.S.C. § 1129(a)(16). Because each Debtor is a moneyed, business, or commercial corporation, the requirements of § 1129(a)(16) are inapplicable.

O. Section 1129(b) of the Bankruptcy Code Is Satisfied

- 132. Section 1129(b)(1)'s requirement that the plan does not "discriminate unfairly" ensures that a dissenting class does not receive a relative value less than the value given to all other similarly situated classes. *See In re Genco Shipping & Trading Ltd.*, 513 B.R. 233, 241 (Bankr. S.D.N.Y. 2014) (quoting *In re Johns-Manville Corp.*, 68 B.R. at 636); *In re SunEdison, Inc.*, 575 B.R. 220, 226 (Bankr. S.D.N.Y. 2017) ("[T]he unfair discrimination test assures fair treatment among classes of the same priority level[.]"). A plan will be found to unfairly discriminate in violation of § 1129(b)(1) of the Bankruptcy Code only where similar classes are treated differently without a reasonable basis for the disparate treatment. *See Johns-Manville Corp.*, 68 B.R. at 636. There is no unfair discrimination where separate classes containing different types of claims or interests are treated differently. *See id.*
- 133. A plan is considered "fair and equitable" under § 1129(b)(2)(B)(ii) of the Bankruptcy Code with respect to an impaired, non-consenting class of unsecured claims where no holder of any claim or interest junior to that class "receive or retain under the plan on account of any such junior claim or interest any property." 11 U.S.C. § 1129(b)(2)(B)(ii). With respect to an impaired, non-consenting class of interests, the Bankruptcy Code provides that a plan is fair and equitable where no holder of any interest junior to that class will "receive or retain under the plan on account of such junior claim or interest any property." 11 U.S.C. § 1129(b)(2)(C)(ii).

134. As discussed above, the Plan classifies Claims and Interests of GGH and GAP into 10 Classes and those of GGC into 11 Classes, *see supra* ¶ 97; *see also* Plan, Art. III. Accordingly, the Debtors invoke § 1129(b) with respect to (i) Classes 7, 8, 9 and 10 for GGH and GAP and (ii) Classes 8, 9, 10 and 11 for GGC.

i. The Cramdown Requirements are Met as to DCG's Interests in GGH.

135. Section 1129(b)'s requirements are satisfied as to DCG. First, the Plan does not unfairly discriminate against DCG. DCG is the sole Holder of the Interests classified in Class 10 for GGH and is not entitled to any recovery under the Plan unless all Allowed Claims against all of the Debtors or the Wind-Down Debtors, as applicable, have been paid in full in accordance with the Distribution Principles. The nature of DCG's Interest is distinct from that of all other GGH Classes—indeed, no other GGH Classes include equity interests at all. In addition, DCG's treatment under the Plan is the same as for the equity Classes for GGC and GAP (discussed below). As such, the Plan cannot, by definition, discriminate unfairly with respect to such interests.

136. Second, the Plan is fair and equitable as to DCG because there are no interests junior to the DCG Interests. DCG's equity interest is at the end of the priority scheme, with no Class below it. Where there is no equity class that is junior to the class in question, courts routinely hold that the requirement of § 1129(b)(2)(C)(ii) is satisfied, and that the plan is fair and equitable as to such class. *See In re Breitburn Energy Partners LP*, 582 B.R. 321, 350 (Bankr. S.D.N.Y. 2018) ("Because the estates are insolvent, no creditor class is receiving more than 100% of its claims and no class below Equity (there is no such class) will receive or retain property under the Plan, the Plan is fair and equitable with respect to Equity"). In addition, under the Plan, no senior Class will receive more than they are owed, as DCG claims. *See* DCG Obj. ¶ 28. As discussed above, the Debtors' Digital Asset creditors will not be paid in full under the Plan. *See*

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supra ¶ 2; see also Sciametta Decl. 18. As such, the Plan is fair and equitable as to the dissenting Class of DCG Interests.

ii. <u>The Cramdown Requirements are Met as to the Subordinated Claims and Claims</u>
Asserted by Governmental Units

137. Section 1129(b)'s requirements are also satisfied as to the Subordinated Claims and Claims asserted by Governmental Units in Classes 7 and 8 for GGH and GAP, and Classes 8 and 9 for GGC, the Holders of which will not receive any distribution under the Plan unless Holders in senior Classes are paid in full in accordance with the Distribution Principles. First, the Plan does not discriminate unfairly against the Subordinated Claims and Claims asserted by Governmental Units. The Subordinated Claims arise from Securities contracts or are otherwise properly equitably subordinated to other General Unsecured Claims pursuant to § 510 of the Bankruptcy Code. The Claims asserted by Governmental Units are similarly properly subordinated to other General Unsecured Claims pursuant to § 726(a)(4) of the Bankruptcy Code. The nature of these Claims as ones subordinated under specific provisions of the Bankruptcy Code is distinct from those represented in other Classes of General Unsecured Creditors and, accordingly, the Plan does not unfairly discriminate against them by treating them differently. See Johns-Manville Corp., 68 B.R. at 636 (finding no unfair discrimination where the interests of the class at issue were "not similar or comparable to those of any other class.").

138. Second, the Plan is fair and equitable as to the Subordinated Claims and Claims asserted by Governmental Units because no junior Claims or Interests will receive distributions under the Plan until Holders of Claims in senior Classes are paid in full in accordance with the Distribution Principles. The only Classes below the Subordinated Claims and Claims asserted by Governmental Units in the priority scheme are the equity Classes—Class 10 for GGH

and GAP, and Class 11 for GGC—none of which will receive any distribution under the Plan until Holders of Claims in senior Classes are paid in full in accordance with the Distribution Principles.

iii. <u>Intercompany Claims and Interests</u>

139. Under the Plan, Intercompany Claims in Class 9 for GGH and GAP, and Class 10 for GGC, "will be adjusted, Reinstated, or compromised on the Effective Date in the Debtors' discretion, with the Committee's Consent," and are accordingly deemed either Impaired or Unimpaired. *See* Plan, Art. III.B.9, C.10, and D.9. To the extent Intercompany Claims are Unimpaired, § 1129(b)'s requirements are not applicable. To the extent Intercompany Claims are Impaired, the Holders of such Claims are Plan proponents and accordingly not dissenting creditors for whom § 1129(b)(1)'s requirements would need to be satisfied.

140. Intercompany Interests in Class 10 for GGH and GAP are Impaired under the Plan. *See* Plan, Art. III.B.10 and D.10. The Holders of Intercompany Interest Claims are similarly Plan proponents and accordingly not dissenting creditors for whom § 1129(b)(1)'s requirements would need to be satisfied. In any event, § 1129(b)'s requirements are satisfied for the same reasons outlined above with respect to DCG. No other Class for GGH and GAP respectively includes equity interests, and accordingly the plan does not unfairly discriminate against the Intercompany Interests.

P. Section 1129(c) of the Bankruptcy Code Is Inapplicable.

141. Section 1129(c) provides that the bankruptcy court may confirm only one plan. *See* 11 U.S.C. § 1129(c). Because the Plan is the only plan before the Court, § 1129(c) of the Bankruptcy Code is inapplicable.

- Q. The Plan Complies with Section 1129(d) of the Bankruptcy Code Because It Is Not an Attempt to Avoid Tax Obligations.
- 142. Section 1129(d) provides that a court may not confirm a plan if the principal purpose of the plan is to avoid taxes or the application of § 5 of the Securities Act of 1933. The Plan meets these requirements because, as discussed above, the Plan was proposed in good faith and not for purposes that would violate § 1129(d), nor has there been any assertion otherwise. *See supra* ¶¶ 39-40, *see also* Section C *supra*.
 - R. Section 1129(e) of the Bankruptcy Code Is Inapplicable.
- 143. The Chapter 11 Cases are not small business cases and, accordingly, the requirements of § 1129(e) are inapplicable.

III. The Plan Complies with All Other Applicable Laws and Rules

- A. The Court Has Jurisdiction and Notice Has Properly Been Given
- i. Jurisdiction and Venue
- 144. This Court has jurisdiction over these Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2), and the Bankruptcy Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

ii. Notice and Solicitation

145. In accordance with the Disclosure Statement Order and Bankruptcy Rule 3017(d), the Debtors, through their Solicitation Agent, served ballots, election forms, and associated documents on all holders of claims and interests in the Debtors, as appropriate. *See* Solicitation Affidavit. The Debtors also have served notice of the Plan Supplement, *see* ECF Nos. 1117, 1131, 1137 and 1144, and their Plan, *see* ECF No. 993.

iii. Adequate Notice of Confirmation Hearing

146. In accordance with Bankruptcy Rules 2002, 3018-19, 6004, 6006, 9007, and 9014 and the Disclosure Statement Order, and the solicitation procedures set forth therein, adequate notice of (i) the time for filing objections to confirmation of the Plan and the transactions contemplated thereby, (ii) the Confirmation Hearing, and (iii) the proposed rejection and assumption of executory contracts and unexpired leases set forth in the Plan, were provided to all parties in interest entitled to receive such notice. *See* Solicitation Affidavit. No other or further notice of the Confirmation Hearing is necessary or required.

B. Other Provisions of the Plan are Appropriate.

147. Article XII.N of the Plan, which contemplates the dissolution of the Committee upon the Effective Date except for certain fee-related matters, does not violate due process. Courts of this district regularly confirm plans that specify that the Committee automatically dissolves upon the effective date, as the Plan here does.⁷⁸

IV. The Confirmation Order Should Be Effective Immediately Upon its Entry

Order shall be effectively immediately upon its entry notwithstanding the fourteen day stay imposed by operation of Bankruptcy Rule 3020(e). Bankruptcy Rule 3020(e) provides that: "An order confirming a plan is stayed until the expiration of 14 days after the entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 3020(e). The Advisory Committee notes to Rule 3020(e) state that "the court may, in its discretion, order that Rule 3020(e) is not applicable so that the plan may be implemented and distributions may be made immediately." *Id.* (emphasis added).

⁷⁸ See, e.g., In re Garrett Motion Inc., et al., No. 20-12212, ECF No. 1161 (Bankr. S.D.N.Y. April 26, 2021); In re Ditech Holding Corp., et al., No. 19-10412, ECF No. 1403 (Bankr. S.D.N.Y. Sept. 26, 2019); In re Int'l Shipholding Corp. et al., No. 16-12220, ECF No. 671 (Bankr. S.D.N.Y. Mar. 02, 2017).

The Debtors seek to commence or recommence litigation the Retained Causes of Action and efficiently winddown their operations expeditiously to avoid delays and associated costs. Some of the relief set forth in the Confirmation Order relates to actions that must be taken after the Plan is confirmed but prior to when it can go effective. These actions are important and necessary to begin as soon as possible given the large amount of work that needs to be done for the Plan to go effective on the anticipated timeline.

149. As a result, the Debtors submit, it is appropriate for the Court to exercise its discretion to order that Bankruptcy Rule 3020(e) is not applicable and permit the Debtors to consummate the Plan and commence its implementation without delay after the entry of the Confirmation Order. The Debtors submit that this relief is in the best interests of the Debtors' creditors and will not prejudice any parties in interest.

CONCLUSION

150. For the reasons set forth in this Memorandum, the Debtors request that the Court enter an order, in a form substantially similar to the proposed Confirmation Order (i) confirming the Plan; (ii) waiving the 14-day stay of the Confirmation Order; and (iii) granting such other and further relief as it deems appropriate.

Dated: February 15, 2024 New York, New York /s/ Jane VanLare
Sean A. O'Neal
Luke A. Barefoot
Jane VanLare
Thomas S. Kessler
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Telephone: (212) 225-2000

Counsel to the Debtors and Debtors-in-Possession

Facsimile: (212) 225-3999

Exhibit A

Soliciation Affidavit

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11

Genesis Global Holdco, LLC, et al., Case No.: 23-10063 (SHL)

Debtors. Jointly Administered

AFFIDAVIT OF SERVICE OF SOLICITATION MATERIALS

I, Alex Orchowski, depose and say that:

- 1. I am a Director of Restructuring Administration at Kroll Restructuring Administration LLC ("*Kroll*"), the claims and noticing agent and administrative advisor for the Debtors in the above-captioned chapter 11 cases. At my direction and under my supervision, employees of Kroll caused the following materials to be served:
 - a. the Notice of Hearing to Consider Confirmation of the Chapter 11 Filed by the Debtors and Related Voting and Objection Deadlines, a copy of which is attached hereto as **Exhibit A** (the "*Confirmation Hearing Notice*");
 - b. the Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC *et al.*, Under Chapter 11 of the Bankruptcy Code [Docket No. 1031] (the "*Amended Disclosure Statement*");
 - c. the Order Authorizing Debtors' Motion to Approve (I) the Adequacy of Information in the Disclosure Statement, (II) Solicitation and Voting Procedures, (III) Forms of Ballots, Notices and Notice Procedures in Connection Therewith, and (IV) Certain Dates with Respect Thereto [Docket No. 1027] (the "Disclosure Statement Order");

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (as applicable), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564); Genesis Asia Pacific Pte. Ltd. (2164R). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

- d. the Letter to Genesis Clients, Customers and Stakeholders Entitled to Vote on the Debtors' Amended Joint Chapter 11 Plan, a copy of which is attached hereto as **Exhibit B** (the "Cover Letter");
- e. the Class 3: Fiat-or-Stablecoin-Denominated Unsecured Claims Against Genesis Asia Pacific Pte. Ltd. Ballot for Voting to Accept or Reject the Debtors' Amended Joint Chapter 11 Plan, a form of which is attached hereto as **Exhibit C** (the "Class 3 GAP Ballot");
- f. the Class 3: Fiat-or-Stablecoin-Denominated Unsecured Claims Against Genesis Global Capital, LLC Ballot for Voting to Accept or Reject the Debtors' Amended Joint Chapter 11 Plan, a form of which is attached hereto as **Exhibit D** (the "Class 3 GGC Ballot");
- g. the Class 3: Fiat-or-Stablecoin-Denominated Unsecured Claims Against Genesis Global Holdco, LLC Ballot for Voting to Accept or Reject the Debtors' Amended Joint Chapter 11 Plan, a form of which is attached hereto as **Exhibit E** (the "Class 3 GGH Ballot");
- h. the Class 4: BTC-Denominated Unsecured Claims Against Genesis Asia Pacific Pte. Ltd. Ballot for Voting to Accept or Reject the Debtors' Amended Joint Chapter 11 Plan, a form of which is attached hereto as <u>Exhibit F</u> (the "Class 4 GAP Ballot");
- the Class 4: BTC-Denominated Unsecured Claims Against Genesis Global Capital, LLC Ballot for Voting to Accept or Reject the Debtors' Amended Joint Chapter 11 Plan, a form of which is attached hereto as <u>Exhibit G</u> (the "Class 4 GGC Ballot");
- j. the Class 4: BTC-Denominated Unsecured Claims Against Genesis Global Holdco, LLC Ballot for Voting to Accept or Reject the Debtors' Amended Joint Chapter 11 Plan, a form of which is attached hereto as <u>Exhibit H</u> (the "Class 4 GGH Ballot");
- k. the Class 5: ETH-Denominated Unsecured Claims Against Genesis Asia Pacific Pte. Ltd. Ballot for Voting to Accept or Reject the Debtors' Amended Joint Chapter 11 Plan, a form of which is attached hereto as Exhibit I (the "Class 5 GAP Ballot");

- the Class 5: ETH-Denominated Unsecured Claims Against Genesis Global Capital, LLC Ballot for Voting to Accept or Reject the Debtors' Amended Joint Chapter 11 Plan, a form of which is attached hereto as <u>Exhibit J</u> (the "Class 5 GGC Ballot");
- m. the Class 5: ETH-Denominated Unsecured Claims Against Genesis Global Holdco, LLC Ballot for Voting to Accept or Reject the Debtors' Amended Joint Chapter 11 Plan, a form of which is attached hereto as Exhibit K (the "Class 5 GGH Ballot");
- n. the Class 6: Alt-Coin-Denominated Unsecured Claims Against Genesis
 Asia Pacific Pte. Ltd. Ballot for Voting to Accept or Reject the Debtors'

 Amended Joint Chapter 11 Plan, a form of which is attached hereto as
 Exhibit L (the "Class 6 GAP Ballot");
- o. the Class 6: Alt-Coin-Denominated Unsecured Claims Against Genesis Global Capital, LLC Ballot for Voting to Accept or Reject the Debtors' Amended Joint Chapter 11 Plan, a form of which is attached hereto as Exhibit M (the "Class 6 GGC Ballot");
- p. the Class 6: Alt-Coin-Denominated Unsecured Claims Against Genesis Global Holdco, LLC Ballot for Voting to Accept or Reject the Debtors' Amended Joint Chapter 11 Plan, a form of which is attached hereto as <u>Exhibit N</u> (the "Class 6 GGH Ballot");
- q. the Notice of Non-Voting Status to Holders of Unimpaired Claims Conclusively Presumed to Accept the Plan, a copy of which is attached hereto as **Exhibit O** (the "Unimpaired Non-Voting Notice");
- r. the Notice of Non-Voting Status to Holders of Impaired Claims Conclusively Presumed to Reject the Plan, a copy of which is attached hereto as **Exhibit P** (the "Impaired Non-Voting Notice");
- s. the Notice of Non-Voting Status with Respect to Disputed Claims, a copy of which is attached hereto as **Exhibit Q** (the "Disputed Claims Non-Voting Notice"); and
- t. a pre-addressed, postage paid return envelope (the "*Return Envelope*"), a sample of which is not attached hereto.

- 2. Unless otherwise stated, on December 6, 2023, at my direction and under my supervision, employees of Kroll caused electronic copies of the above materials to be served as follows:
 - a. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 3 GAP Ballot were served via email on the parties identified on the service list attached hereto as **Exhibit R**;
 - b. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 3 GGC Ballot were served via email on the parties identified on the service list attached hereto as **Exhibit S**;
 - c. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 3 GGH Ballot were served via email on the parties identified on the service list attached hereto as **Exhibit T**;
 - d. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 4 GAP Ballot were served via email on three interested parties whose names and email addresses have been redacted and withheld from this affidavit in the interest of privacy;
 - e. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 4 GGC Ballot were served via email on the parties identified on the service list attached hereto as **Exhibit U**;
 - f. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 4 GGH Ballot were served via email on the interested party whose name and email address have been redacted and withheld from this affidavit in the interest of privacy;
 - g. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 5 GGC Ballot were served via email on the parties identified on the service list attached hereto as **Exhibit V**;
 - h. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 5 GGH Ballot were served via email on the interested party whose name and email address have been redacted and withheld from this affidavit in the interest of privacy;
 - i. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 6 GAP Ballot were served via email on

- two interested parties whose names and email addresses have been redacted and withheld from this affidavit in the interest of privacy;
- j. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 6 GGC Ballot were served via email on the parties identified on the service list attached hereto as **Exhibit W**;
- k. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 6 GGH Ballot were served via email on 2 interested parties whose names and email addresses have been redacted and withheld from this affidavit in the interest of privacy;
- 1. the Confirmation Hearing Notice and Unimpaired Non-Voting Notice were served via email on 13 interested parties whose names and email addresses have been redacted and withheld from this affidavit in the interest of privacy;
- m. the Confirmation Hearing Notice and Impaired Non-Voting Notice were served via email on the parties identified on the service list attached hereto as **Exhibit X**; and
- n. the Confirmation Hearing Notice was served via email on the parties identified on the service list attached hereto as **Exhibit Y**.
- 3. In addition to the service detailed above, on December 7, 2023, at my direction and under my supervision, employees of Kroll caused electronic copies of the above materials to be served as follows:
 - a. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter, Class 3 GAP Ballot, Class 3 GGC Ballot, Class 3 GGH Ballot, Class 4 GAP Ballot, Class 4 GGC Ballot, Class 4 GGH Ballot, Class 5 GAP Ballot, Class 5 GGH Ballot, Class 5 GGH Ballot, Class 6 GGC Ballot and Class 6 GGH Ballot were served on Gemini Trust Company, LLC² ("Gemini") whose email address has been redacted and withheld from this affidavit in the interest of privacy;
 - b. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter, Class 3 GGH Ballot, Class 4 GGH Ballot, Class 5 GGH Ballot and Class 6 GGH Ballot were served on the Ad Hoc Group of Genesis

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² Gemini serves as the agent for the Gemini Lenders. The Solicitation Procedures approved by the Court directed Kroll to provide the aforementioned materials to Gemini with instructions to forward such materials to the underlying Gemini Lenders.

Lenders whose email address has been redacted and withheld from this affidavit in the interest of privacy;

- c. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order and Cover Letter were served via email on the parties identified on the service list attached hereto as **Exhibit Z**;
- d. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 3 GGC Ballot were served via email on 19 interested parties whose names and email addresses have been redacted and withheld from this affidavit in the interest of privacy;
- e. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 3 GGH Ballot were served via email on 59 interested parties whose names and email addresses have been redacted and withheld from this affidavit in the interest of privacy;
- f. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 4 GGC were served via email on three interested parties whose names and email addresses have been redacted and withheld from this affidavit in the interest of privacy;
- g. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 5 GGC Ballot were served via email on two interested parties whose names and email addresses have been redacted and withheld from this affidavit in the interest of privacy;
- h. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 5 GGH Ballot were served via email on one interested party whose name and email address have been redacted and withheld from this affidavit in the interest of privacy;
- i. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 6 GGC Ballot were served via email on four interested parties whose names and email addresses have been redacted and withheld from this affidavit in the interest of privacy; and
- j. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 6 GGH Ballot were served via email on three interested parties whose names and email addresses have been redacted and withheld from this affidavit in the interest of privacy.

- 4. In addition to the services detailed above, on December 8, 2023, at my direction and under my supervision, employees of Kroll caused true and correct copies of the above materials to be served as follows:
 - k. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter, Class 3 GAP Ballot and Return Envelope were served via first class mail on the parties identified on the service list attached hereto as **Exhibit AA**;
 - 1. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter, Class 3 GGC Ballot and Return Envelope were served via first class mail on the parties identified on the service list attached hereto as **Exhibit BB**;
 - m. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter, Class 3 GGH Ballot and Return Envelope were served via first class mail on the parties identified on the service list attached hereto as **Exhibit CC**;
 - n. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter, Class 4 GGC Ballot and Return Envelope were served via first class mail on nine interested parties whose names and addresses have been redacted and withheld from this affidavit in the interest of privacy;
 - o. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter, Class 5 GGC Ballot and Return Envelope were served via first class mail on one interested party whose name and address have been redacted and withheld from this affidavit in the interest of privacy;
 - p. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter, Class 6 GGC Ballot and Return Envelope were served via first class mail on three interested parties whose names and addresses have been redacted and withheld from this affidavit in the interest of privacy;
 - q. the Confirmation Hearing Notice and Impaired Non-Voting Notice were served via first class mail on the parties identified on the service list attached hereto as Exhibit DD;
 - r. the Confirmation Hearing Notice and Disputed Claims Non-Voting Notice were served via first class mail on 41 interested parties whose names and addresses have been redacted and withheld from this affidavit in the interest of privacy;

- s. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order and Cover Letter were served via first class mail on the parties identified on the service list attached hereto as **Exhibit EE**; and
- t. the Confirmation Hearing Notice was served via first class mail on the parties identified on the service list attached hereto as **Exhibit FF**.
- 5. In addition to the services detailed above, on December 11, 2023, at my direction and under my supervision, employees of Kroll caused electronic copies of the above materials to be served as follows:
 - a. the Confirmation Hearing Notice and Disputed Claims Non-Voting Notice were served via email on the parties identified on the service list attached hereto as **Exhibit GG**.
- 6. In addition to the services detailed above, on December 13, 2023, at my direction and under my supervision, employees of Kroll caused electronic copies of the above materials to be served as follows:
 - a. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter, Class 3 GAP Ballot, Class 3 GGC Ballot, Class 3 GGH, Class 4 GGC Ballot, Class 5 GGC Ballot, Class 6 GGC Ballot, Impaired Non-Voting Notice and Disputed Claims Non-Voting Notice were served via email on the US Trustee whose email address has been redacted and withheld from this affidavit in the interest of privacy.

[Remainder of Page Intentionally Left Blank]

- 7. In addition to the services detailed above, on December 14, 2023, at my direction and under my supervision, employees of Kroll caused true and correct copies of the above materials to be served as follows:
 - a. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter, Class 3 GGC Ballot and Return Envelope were served via first class mail on the parties identified on the service list attached hereto as Exhibit HH;
 - b. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter, Class 3 GGH Ballot and Return Envelope were served via first class mail on three interested parties whose names and addresses have been redacted and withheld from this affidavit in the interest of privacy;
 - c. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter, Class 4 GGC Ballot and Return Envelope were served via first class mail on 11 interested parties whose names and addresses have been redacted and withheld from this affidavit in the interest of privacy;
 - d. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter, Class 5 GGC Ballot and Return Envelope were served via first class mail on one interested party whose name and address have been redacted and withheld from this affidavit in the interest of privacy;
 - e. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter, Class 6 GGC Ballot and Return Envelope were served via first class mail on three interested parties whose names and addresses have been redacted and withheld from this affidavit in the interest of privacy; and
 - f. the Confirmation Hearing Notice was served via first class mail on the parties identified on the service list attached hereto as **Exhibit II**.

- 8. In addition to the services detailed above, on December 19, 2023, at my direction and under my supervision, employees of Kroll caused electronic copies of the above materials to be served as follows:
 - a. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 3 GGC Ballot were served via email on 56 interested parties whose names and email addresses have been redacted and withheld from this affidavit in the interest of privacy;
 - b. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 4 GGC Ballot were served via email on 56 interested parties whose names and email addresses have been redacted and withheld from this affidavit in the interest of privacy;
 - c. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 5 GGC Ballot were served via email on 27 interested parties whose names and email addresses have been redacted and withheld from this affidavit in the interest of privacy;
 - d. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 6 GAP Ballot were served via email on 16 interested parties whose names and email addresses have been redacted and withheld from this affidavit in the interest of privacy;
 - e. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 3 GAP Ballot were served via email on one interested party whose name and email address has been redacted and withheld from this affidavit in the interest of privacy; and
 - f. the Confirmation Hearing Notice, Amended Disclosure Statement, Disclosure Statement Order, Cover Letter and Class 4 GAP Ballot were served via email on one interested party whose name and email address has been redacted and withheld from this affidavit in the interest of privacy.

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Dated: January 25, 2024

/s/ Alex Orchowski
Alex Orchowski

State of New York County of New York

Subscribed and sworn (or affirmed) to me on January 25, 2024, by Alex Orchowski, proved to me on the bases of satisfactory evidence to be the person who executed this affidavit.

/s/ OLEG BITMAN

Notary Public, State of New York No. 01BI6339574 Qualified in Queens County Commission Expires April 4, 2024 23-10063-shl Doc 1390 Filed 02/26/24 Entered 02/26/24 00:09:20 Main Document Pg 92 of 398

Exhibit A

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UNITED STATES BANKRUPTCY COUR	tT
SOUTHERN DISTRICT OF NEW YORK	

In re: Chapter 11

Genesis Global Holdco, LLC, et al.,¹ Case No.: 23-10063 (SHL)

Debtors. Jointly Administered

NOTICE OF HEARING TO CONSIDER CONFIRMATION OF THE CHAPTER 11 FILED BY THE DEBTORS AND RELATED VOTING AND OBJECTION DEADLINES

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On December 6, 2023, the United States Bankruptcy Court for the Southern
District of New York (the "Court") entered an order at ECF No. 1027 (the "Order"): (i)
authorizing the above-captioned debtors and debtors in possession (collectively, the "Debtors")
to solicit the votes on the Debtors' Amended Joint Chapter 11 Plan, dated November 28, 2023
[ECF No. 989] (including all exhibits annexed thereto and as it may be amended, altered,
modified, revised, or supplemented from time to time) (the "Plan"); (ii) approving the Amended
Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et
al., Under Chapter 11 of the Bankruptcy Code, dated December 6, 2023 [ECF No. 1031]
(including all exhibits attached thereto, and as may be amended, altered, modified, revised, or
supplemented from time to time) (the "Disclosure Statement") as containing "adequate
information" pursuant to section 1125 of the Bankruptcy Code; (iii) approving the solicitation
materials and documents to be included in the Solicitation Packages; and (iv) approving

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The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564); and Genesis Asia Pacific Pte. Ltd. (2164R). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

- 2. The hearing at which the Court will consider Confirmation of the Plan (the "Confirmation Hearing") will commence via Zoom on February 14, 2024 at 10:00 A.M., prevailing Eastern Time, before the Honorable Sean H. Lane, United States Bankruptcy Court for the Southern District of New York. The Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court, by agenda filed with the Court, and/or by a notice of adjournment filed with the Court and served on all parties entitled to notice.
- 3. The Plan may be modified, if necessary, before, during or as a result of the Confirmation Hearing without further notice to interested parties.
- 4. The deadline for filing objections to the Plan, including objections to the disallowance of any claim for voting purposes, is January 29, 2024 at 4:00 P.M. prevailing Eastern Time (the "Objection Deadline"). Any objection to the Plan must (a) be in writing; (b) be in English; (c) conform to the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Local Bankruptcy Rules for the Southern District of New York, all General Orders applicable to Chapter 11 Cases in the United States Bankruptcy Court for the Southern District of New York, and the *Order Implementing Certain Notice and Case Management Procedures* (ECF No. 44) (the "Case Management Order"); (d) state with particularity the basis and nature of any objection to the Plan; (e) be filed electronically with this Court on the docket of *In re Genesis Global Holdco, LLC, et al.*, Case No. 23-10063 (SHL) by registered users of this Court's electronic filing system and in accordance with the Bankruptcy Court's General Order M-399 (which is available at http://www.nysb.uscourts.gov); and (f) be served so as to be actually

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received by the Objection Deadline (or supplemental deadline, if applicable), by: (i) the Chambers of the Honorable Judge Sean H. Lane, United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, NY 10601; (ii) counsel to the Debtors, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attn: Sean A. O'Neal, Esq., Luke A. Barefoot, Esq. and Jane VanLare, Esq.; (iii) the Office of the United States Trustee for Region 2, U.S. Department of Justice, Office of the U.S. Trustee, Alexander Hamilton U.S. Custom House, One Bowling Green, Suite 515, New York, NY 10004, Attn: Greg Zipes, Esq.; (iv) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Philip Abelson, Esq. and Chris Shore, Esq.; and (v) any parties that have appeared and requested notice pursuant to the Bankruptcy Rules.

- 5. Pursuant to the Order, the Court approved the use of certain materials in the solicitation of votes to accept or reject the Plan and certain procedures for the tabulation of votes to accept or reject the plan. If you are a Holder of a Claim against the Debtors as of **November 28, 2023** (the "<u>Voting Record Date</u>"), and entitled to vote, you have received with this Notice, a ballot form ("<u>Ballot</u>") and instructions for completing the Ballot.
- 6. The deadline for voting on the Plan is on January 10, 2024 at 4:00 P.M.

 prevailing Eastern time (the "Voting Deadline"). If you received a Solicitation Package, including a Ballot and intend to vote on the Plan you must (a) follow the Ballot instructions carefully; (b) complete all of the required information on the Ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is actually received by Kroll Restructuring Administration LLC (the "Solicitation Agent" or

"Kroll") on or before the Voting Deadline. A failure to follow such instructions may disqualify your vote.

- 7. If a controversy arises regarding whether any claim is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Plan.
- 8. The Debtors will file the Plan Supplement (as defined in the Plan) on or before **December 29, 2023**, and will serve notice on all the Holders of Claims entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.
- 9. Additional copies of the Plan, Disclosure Statement, or any other solicitation materials (except for Ballots) are available free of charge by visiting the Kroll website at https://restructuring.ra.kroll.com/genesis. You may also obtain copies of any pleadings by visiting at http://www.nysb.uscourts.gov in accordance with the procedures and fees set forth therein. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies, of solicitation materials, but may **not** advise you of your legal rights under the Plan or as to whether you should vote to accept or reject the Plan.
- 10. Holders of Unimpaired Claims and Disputed Claims are not entitled to vote on the Plan and therefore, will receive a Notice of Non-Voting Status rather than a Ballot; provided,

that, Holders of Voting Disputed Claims (as defined in the Solicitation and Voting Procedures)

shall receive a Ballot as set forth in such procedures. If you have not received a Ballot (or you have received a Ballot listing an amount you believe to be incorrect) or if the Solicitation and Voting Procedures otherwise state that you are not entitled to vote on the Plan, but you believe that you should be entitled to vote on the Plan (or vote an amount different than the amount listed on your Ballot), then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018(a) Motion") for an order temporarily

15, 2023. In accordance with Bankruptcy Rule 3018, as to any creditor filing a Rule 3018(a)

allowing your Claim for purposes of voting to accept or reject the Plan on or before December

Motion, such creditor's Ballot will not be counted unless temporarily allowed by the Bankruptcy

Court for voting purposes after notice and a hearing. Rule 3018(a) Motions that are not timely

filed and served in the manner as set forth above may not be considered.

11. If confirmed, the Plan shall bind all Holders of Claims and Holders of Equity

Interests to the maximum extent permitted by applicable law, whether or not such holder will
receive or retain any property or interest in property under the Plan, has filed a Proof of Claim in
these Chapter 11 cases, or failed to vote to accept or reject the Plan or voted to reject the Plan.

Dated: December 6, 2023 New York, New York

Sean A. O'Neal
Luke A. Barefoot
Jane VanLare
CLEARY GOTTLIEB STEEN &
HAMILTON LLP
One Liberty Plaza
New York, New York 10006
Telephone: (212) 225-2000
Facsimile: (212) 225-3999

Counsel to the Debtors

and Debtors-in-Possession

/s/ Jane VanLare

Exhibit B

Dear Genesis Clients, Customers and Stakeholders,

On January 19, 2023 (the "Petition Date"), Genesis Global Holdco, LLC ("Holdco"), Genesis Global Capital, LLC ("GGC") and Genesis Asia Pacific Pte. Ltd. ("GAP") (collectively, the "Debtors") each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code") with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") (the "Chapter 11 Cases").

You have received this letter and the enclosed materials because you are entitled to vote on the *Debtors' Amended Joint Chapter 11 Plan* (as modified, amended, or supplemented from time to time, the "Plan") [ECF No. 989]. On December 6, 2023, the Bankruptcy Court entered an order [ECF No. 1027] (the "Disclosure Statement Order") (a) authorizing the Debtors to solicit acceptances for the Plan; (b) finding the *Amended Disclosure Statement With Respect to the Amended Joint Plan of Genesis Global Holdco, LLC*, et al., *Under Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the "Disclosure Statement") [ECF No. 1031] as containing "adequate information" pursuant to section 1125 of the Bankruptcy Code; (c) approving solicitation packages, including the form of ballots, and procedures for the distribution thereof (the "Solicitation Package"); (d) establishing voting and tabulation procedures; and (e) establishing notice and objection procedures relating to the confirmation of the Plan.

I. Recommendation

Before and throughout these Chapter 11 Cases, we, the Debtors along with our advisors, have been engaged in robust negotiations with many key stakeholders and their advisors—including Digital Currency Group, Inc. ("DCG"), Gemini Trust Company, LLC ("Gemini"), the official committee of unsecured creditors (the "Committee"), the ad hoc group of Genesis creditors (the "Ad Hoc Group"), the ad hoc group of lenders represented by Pryor Cashman LLP (the "Pryor Cashman Group") and the ad hoc group of unsecured claimants represented by Brown Rudnick LLP (the "Brown Rudnick Group")—to devise a path forward that maximizes recoveries and achieves the best outcome for our creditors. Unfortunately, despite substantial efforts, including a court-ordered mediation, the parties were unable to reach a consensual resolution to these Chapter 11 Cases. The Debtors firmly believe that the Plan provides the best recovery available under the circumstances to Holders of Allowed Claims¹ and is in the best interest of the Debtors' estates and all other parties in interest. We encourage you to vote to ACCEPT the Plan.

II. The Plan

The Plan contemplates that each Holder of Allowed General Unsecured Claims against the Debtors will receive the treatment provided to such Holder under the Distribution Principles. Holders of Allowed General Unsecured Claims against the Debtors will, in the absence of any other treatment under the Plan or the Confirmation Order, solely for purposes of receiving distributions pursuant to the Plan and otherwise subject to the provisions of the Plan (including

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Plan.

the release and injunction provisions set forth in Article VIII of the Plan), remain obligations of Wind-Down Debtors after the Effective Date.

Additional key components of the Plan include:

- a. Payment in full of all Allowed Administrative Expense Claims, Priority Tax Claims, Other Priority Claims, and Professional Fee Claims;
- b. The funding of a Litigation Reserve that allocates a fixed amount to litigation of any Retained Causes of Action, including Causes of Actions against the DCG Parties;
- c. Releases of all claims by the Releasing Parties² against the Released Parties related in any way to the Debtors; *provided*, *however*, neither the DCG Parties nor any of the former employees, officers, or directors of the Debtors as of the Petition Date shall be Released Parties; and, *provided*, *further*, that any of the current or former employees, officers, or directors of the Debtors (solely in such Person's capacity as such) who served as an employee, officer, or director of the Debtors from or after the Petition Date, including any employees of Genesis Global Trading, Inc. who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date, shall be a Released Party only with the prior written consent and justifications of the Special Committee, which justifications shall be set forth in the Plan Supplement, with the express exception of any current or former employees, officers, and directors of the Debtors who served as employees, officers, or directors of the Debtors as of the Petition Date and are or were also DCG Parties, which Persons shall not be Released Parties; and
- d. For purposes of distributions to be made under the Plan, Gemini shall be deemed to be the Holder of all Gemini Lender Claims, and all distributions on account of Allowed Gemini Lender Claims shall be made to the Gemini Distribution Agent and held in trust in a segregated account for the benefit of the Holders of Allowed Gemini Lender Claims. As soon as practicable following delivery of any distribution to the Gemini Distribution Agent under the Plan on account of Allowed Gemini Lender Claims, the Gemini Distribution Agent shall arrange to deliver or direct the delivery of such distributions to or on behalf of the Holders of Allowed Gemini Lender Claims.

The Plan contains certain releases, exculpations and injunctions. You are advised and encouraged to carefully review and consider the Plan, including the release, exculpation, and injunction provisions, as your rights might be affected.

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[&]quot;Releasing Parties" means each of the following: (i) all Released Parties and (ii) all Holders of Claims who affirmatively (a) cast a timely Ballot to accept the Plan with respect to any Claim held by such Holder (regardless of whether any such Holder casts a timely ballot to reject the Plan with respect to any other separately-classified Claims) and (b) opt into the releases provided by the Plan on their Ballots.

III. The Solicitation Package

This letter is part of your Solicitation Package, which was approved by the Bankruptcy Court for distribution to Holders of Claims or Interests in connection with the solicitation of votes to accept or reject the Plan. Please review these materials carefully and follow instructions contained therein. The Solicitation Package consists of the following:

- i. the Confirmation Hearing Notice;
- ii. the Disclosure Statement Order (without exhibits, except the Solicitation and Voting Procedures attached as Exhibit 1 thereto);
- iii. the Disclosure Statement (and exhibits thereto, including the Plan);
- iv. the applicable Ballot, together with detailed voting instructions and, if applicable, a pre-addressed, postage pre-paid return envelope; and
- v. such other materials as the Court may direct.

The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions, please (i) visit the Debtors' case website at https://restructuring.ra.kroll.com/genesis (the "Case Website") (ii) write Kroll Restructuring Administration LLC (the "Solicitation Agent") at Genesis Global Holdco LLC Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, New York 11232; (iii) email genesisinfo@ra.kroll.com; or (iv) call the Solicitation Agent at (888) 524-2017 (U.S. toll free), (646) 440-4183 (international toll), or any of the numbers available at the Case Website if calling internationally. You may also email genesiscreditorinquiry@cgsh.com.

IV. Key Upcoming Dates

All Ballots, in order to be counted, must be properly completed, executed and delivered so as to be actually received by the Debtors' Solicitation Agent no later than the Voting Deadline, January 10, 2024, at 4:00 pm. (prevailing Eastern Time).

The hearing at which the Court will consider confirmation of the Plan (the "Confirmation Hearing") will commence on February 14, 2024 at 10:00 am., prevailing Eastern Time inperson and/or via Zoom before the Honorable Judge Sean H. Lane, United States Bankruptcy Judge in the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, NY 10601. The Confirmation Hearing may be continued from time to time by the Court or the Debtors, without further notice other than by such adjournment being announced in open court, by Agenda filed with the Court and/or by a Notice of Adjournment filed with the Court and served on all parties entitled to notice.

The deadline for filing objections to the Plan is **January 29, 2024, at 4:00 pm., prevailing Eastern Time** (the "Confirmation Objection Deadline"). Any objection to the Plan must: (a) be in writing; (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and any orders of the Court; (d) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (e) be

filed with the Court (contemporaneously with a proof of service) and served upon the following parties so that it is actually received on or before the Confirmation Objection Deadline (or supplement deadline, if applicable):

- (a) counsel to the Debtors, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attn: Sean A. O'Neal, Esq., Luke A. Barefoot, Esq. and Jane VanLare, Esq.;
- (b) the Office of the United States Trustee for Region 2, U.S. Department of Justice, Office of the U.S. Trustee, Alexander Hamilton U.S. Custom House, One Bowling Green, Suite 515, New York, NY 10004, Attn: Greg Zipes, Esq.; and
- (c) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Philip Abelson, Esq. and J. Christopher Shore, Esq.

Exhibit C

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

Genesis Global Holdco, LLC, et al., 1

Case No.: 23-10063 (SHL)

Debtors.

Jointly Administered

BALLOT FOR VOTING TO ACCEPT OR REJECT THE DEBTORS' AMENDED JOINT CHAPTER 11 PLAN

CLASS 3: FIAT-OR-STABLECOIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS ASIA PACIFIC PTE. LTD.

IMPORTANT

- PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY <u>BEFORE</u> COMPLETING THIS BALLOT.
- THIS BALLOT IS EXCLUSIVELY FOR USE BY HOLDERS OF CLASS 3 FIAT-OR-STABLECOIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS ASIA PACIFIC PTE. LTD.
- THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE <u>ACTUALLY RECEIVED</u> BY THE DEBTORS' SOLICITATION AGENT, KROLL RESTRUCTURING ADMINISTRATION ("<u>KROLL</u>" OR THE "<u>SOLICITATION AGENT</u>") BY 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024 (THE "VOTING DEADLINE").
- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND HOLDERS OF CLAIMS OR INTERESTS REGARDLESS OF WHETHER YOU HAVE TRANSMITTED YOUR VOTE.
- YOU MUST VOTE THE ENTIRE AMOUNT OF YOUR CLAIM EITHER TO ACCEPT (I.E., VOTE IN FAVOR OF) OR REJECT (I.E., VOTE AGAINST) THE PLAN, AND YOU MAY NOT SPLIT YOUR VOTE.

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564) ("GGC"); and Genesis Asia Pacific Pte. Ltd. (2164R) ("GAP"). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

- IF YOU HOLD CLAIMS IN A CLASS OTHER THAN CLASS 3 (FIAT-OR-STABLECOIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS ASIA PACIFIC PTE. LTD.), YOU MAY RECEIVE MORE THAN ONE BALLOT OR SOLICITATION PACKAGE, LABELED FOR A DIFFERENT CLASS OF CLAIMS. YOUR VOTE WILL BE COUNTED IN DETERMINING ACCEPTANCE OR REJECTION OF THE PLAN BY A PARTICULAR CLASS OF CLAIMS ONLY IF YOU COMPLETE, SIGN, AND RETURN THE BALLOT LABELED FOR SUCH CLASS OF CLAIMS IN ACCORDANCE WITH THE INSTRUCTIONS ON THAT BALLOT.
- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS' SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.
- NO HOLDER OF A CLAIM WILL BE ENTITLED TO ANY DISTRIBUTION UNDER THE PLAN UNTIL SUCH TIME AS THEIR CLAIM HAS BEEN ALLOWED.
- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS SENT WITH THIS BALLOT.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² are soliciting votes with respect to the *Debtors' Amended Joint Chapter 11 Plan*, dated November 28, 2023 [ECF No. 989] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Plan") through their *Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et al., Under Chapter 11 of the Bankruptcy Code, dated December 6, 2023 [ECF No. 1031] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Disclosure Statement")*, in connection with the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), styled *In re Genesis Global Holdco, LLC, et al.*, Chapter 11 Case No. 23-10063 (SHL) (jointly administered), currently pending before the Bankruptcy Court (the "Chapter 11 Cases"). Capitalized terms used in this ballot (the "Ballot") or the attached instructions that are not otherwise defined herein have the meanings ascribed to them in the Plan.

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² In re Genesis Global Holdco, LLC, No. 23-10063 (SHL) (Bankr. SDNY); In re Genesis Global Capital, LLC, No. 23-10064 (SHL) (Bankr. SDNY); In re Genesis Asia Pacific PTE. LTD., No. 23-10065 (SHL) (Bankr. SDNY).

You are receiving this Ballot because our records indicate that, as of November 28, 2023 (the "<u>Voting Record Date</u>"), you are a Holder of Fiat-or-Stablecoin-Denominated Unsecured Claim against Genesis Asia Pacific Pte. Ltd. Holders of Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. are Impaired under the Plan and are therefore entitled to vote to accept or reject the Plan. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. This Ballot may not be used for any purpose other than voting to accept or reject the Plan and making certifications with respect thereto.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of Claims in each Class that votes on the Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained (or if a Class of Claims or Equity Interests is deemed to reject the Plan), the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

Your rights are described in the Disclosure Statement. The Plan is <u>Exhibit A</u> to the Disclosure Statement. The Disclosure Statement, the Plan and certain other materials are included in the packet you are receiving with this Ballot (collectively, the "<u>Solicitation Package</u>"). You should carefully and thoroughly review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and classification and treatment of your Claim under the Plan. Your Claim has been placed in Class 3 – Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. Holders of Allowed Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. will receive Class 3 Treatment under Article III of the Plan.

VOTING INSTRUCTIONS

- 1. As described in the Disclosure Statement, the Debtors are soliciting the votes of Holders of Claims in Class 3 (Fiat-or-Stablecoin-Denominated Unsecured Claim against Genesis Asia Pacific Pte. Ltd.) with respect to the Plan. The Plan and Disclosure Statement are included in the Solicitation Package you are receiving with the Ballot. This Ballot may be used to vote on the Plan only. PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.
- 2. To ensure that your vote is counted, it must be <u>actually received</u> by the Solicitation Agent by the Voting Deadline. Vote by (i) indicating your decision either to accept or reject the Plan in Item 2 of the Ballot; (ii) reviewing the certifications and acknowledgements in Item 4 of the Ballot; and (iii) signing the Ballot.
- 3. In order to be included in the tabulation, a Ballot reflecting your vote must be actually received by the Solicitation Agent on or before the Voting Deadline. The Voting Deadline is January 10, 2024 at 4:00 P.M. (Prevailing Eastern Time). The Debtors strongly advise returning your Ballot as promptly as possible. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise or as permitted by the Bankruptcy Court. In all cases, Holders should allow sufficient time to assure timely delivery. The method of delivery of your Ballot to the Solicitation Agent is at your election and risk. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors.
- 4. If multiple Ballots are received from a single Holder with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will supersede and revoke any previously received Ballot.
- 5. This Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and make certifications with respect to the Ballots. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and the Debtors will not accept delivery of any such certificates or instruments surrendered together with a Ballot.
- 6. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or Interest; or (ii) an assertion or admission with respect to any Claim or Interest.
- 7. Please be sure to sign and date your Ballot. If your Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claim against Genesis Asia Pacific Pte. Ltd. voted with this Ballot are held by a partnership, the Ballot should be executed in the name of the partnership by a general partner. If your Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claim against Genesis Asia Pacific Pte. Ltd. is held by a corporation, the Ballot must be executed by an officer. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, please indicate such capacity when signing.

- 8. You must vote your entire Fiat-or-Stablecoin-Denominated Unsecured Claim either to accept or reject the Plan and <u>may not split your vote</u>. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
- 9. Any Ballot that is properly completed, executed and timely returned that fails to indicate acceptance or rejection of the Plan or that indicates both acceptance and rejection of the Plan will not be counted.
- 10. The following Ballots will **not be counted** in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (ii) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (iii) any unsigned Ballot; (iv) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; (v) any Ballot received after the Voting Deadline unless the Debtors determine otherwise; and (vi) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.
- 11. The Debtors and/or their agents shall have reasonable discretion to determine if a Ballot properly complies with these procedures and instructions.
- 12. Pursuant to Article VIII of the Plan, you will be deemed to have <u>conclusively</u>, <u>absolutely</u>, <u>unconditionally</u>, <u>irrevocably</u> and <u>forever released and discharged all Claims and Causes of Action</u> (as set forth in the Plan and as permitted by applicable law), against the Released <u>Parties</u> (as defined in the Plan) if you affirmatively (a) vote to accept the Plan and (b) opt in to the release provisions in Article VIII of the Plan.
- 13. If you affirmatively vote to accept the Plan and opt in to the releases under Article VIII of the Plan through your Ballot (regardless of whether you return a timely Ballot with respect to any other Class of Claims that does not affirmatively opt in to the releases or that rejects the Plan), you shall be deemed a Releasing Party (as defined in the Plan) across all Classes.
- 14. If you believe you have received the wrong Ballot or received this Ballot in error, please contact the Solicitation Agent immediately.
- 15. If you have received a Ballot listing an amount you believe to be incorrect, then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018 Motion") for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan on or before December 15, 2023. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the tabulation procedures approved by the Bankruptcy Court, regardless of the amount identified in Item 1 of the Ballot.
- 16. Unless otherwise directed by the Court, delivery of a defective or irregular Ballot will not be deemed to have been made until such defect or irregularity has been cured or waived by the Debtors. Any waiver by the Debtors of defects or irregularities in any Ballot will be detailed in the Voting Report filed with the Court by the Solicitation Agent. Neither the

- Debtors, nor any other Person or Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots, nor will any of them incur any liability for failure to provide such notification.
- 17. If no votes in respect of Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claim against Genesis Asia Pacific Pte. Ltd. to accept or reject the Plan are received, the Plan will be deemed accepted by such Class, unless the Court, for cause, orders otherwise. Accordingly, if you do not wish such a presumption with respect to Class 3 to become effective, you should timely submit the Ballot accepting or rejecting the Plan for such Class.

Please note that no fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan.

Nothing contained herein or in the enclosed documents shall render you or any other person the agent of the Debtors or of the Solicitation Agent, or authorize you or any other person to use any document or make any statement on behalf of any of them with respect to the Plan, except for the statements contained herein and in the enclosed documents.

Item 1. Amount of Fiat-or-Stablecoin-Denominated Unsecured Claims.

The undersigned hereby certifies that as of November 28, 2023, the Voting Record Date, the undersigned was the record Holder (or authorized signatory) of one or more Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. in the following aggregate principal amount:

Coins/USD		
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Item 2. Vote of Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claim.

The undersigned Holder of the Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claim in the amount set forth in Item 1 votes to (*please check one box only*):

ACCEPT (vote for) the Plan	REJECT (vote against) the Plan

Item 3. Releases (OPTIONAL).

PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT THAT VOTES TO ACCEPT THE PLAN AND AFFIRMATIVELY OPT IN TO THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN, YOU WILL BE DEEMED, AS OF THE PLAN **EFFECTIVE** DATE. TO HAVE CONCLUSIVELY, ABSOLUTELY. UNCONDITIONALLY, **IRREVOCABLY AND FOREVER** RELEASED DISCHARGED ALL CLAIMS AND ALL CAUSES OF ACTION (AS SET FORTH IN THE PLAN AND AS PERMITTED BY APPLICABLE LAW) AGAINST THE RELEASED PARTIES (AS DEFINED IN THE PLAN).

If the Bankruptcy Court confirms the Plan, as of and subject to the occurrence of the Effective Date, certain release, injunction, and exculpation provisions set forth in Article VIII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article VIII of the Plan very carefully so that you understand how such provisions will affect you and any Claim(s) you may hold against the Released Parties under the Plan.

Complete this Item 3 only if you voted to ACCEPT the Plan in Item 2 above and wish to elect to opt in to the release provisions.

The undersigned Holder of Fiat-or-Stablecoin-Denominated Unsecured Claims in the amount identified in Item 1 above, having voted to accept the Plan:

Elects to **Opt In** to the release provisions.

IF YOU CHECK THE BOX ABOVE AND VOTE TO ACCEPT THE PLAN, YOU WILL BE DEEMED TO HAVE OPTED IN TO THE RELEASES IN ARTICLE VIII OF THE PLAN.

IMPORTANT INFORMATION REGARDING RELEASES:

THE RELEASE PROVISION IN ARTICLE VIII OF THE PLAN PROVIDES:³

Releases by the Debtors. Except as otherwise specifically provided in (a) the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released by the Debtors, their Estates, and the Wind-Down Debtors (as applicable), in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Person or its estate, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the

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The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan shall govern. You should read the Plan carefully before completing this Ballot.

issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.D of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article VIII.D, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

Releases by Releasing Parties. Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, to the fullest extent allowed by applicable law, each Releasing Party hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases each Debtor, Estate, Wind-Down Debtor, and Released Party from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Releasing Party or its estate, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument,

document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that except as expressly provided under the Plan, the foregoing releases shall not release obligations of the Debtors or the Wind-Down Debtors on account of any Allowed Claims that are treated under the Plan or obligations otherwise arising under any contract, agreement, or other business arrangement between any non-Debtor Releasing Party and any non-Debtor Released Party. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.E of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Releasing Parties set forth in Article VIII.E of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) an essential component of the Plan and the Restructuring; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases except as expressly set forth in the Plan.

Article VIII of the Plan provides for an exculpation (the "Exculpation"):

Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claim, Cause of Action, obligation, suit, judgment, damage, demand, loss, or liability for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, or the related agreements, instruments, and other documents

(including the Definitive Documents), the solicitation of votes with respect to the Plan, or the Restructuring, or any related contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Debtors' in or out-of-court restructuring efforts, the Disclosure Statement, the Plan, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Sales Process, including the issuance of or distribution of any property pursuant to the Plan and the Sales Process, the related agreements, instruments, and other documents (including the Definitive Documents), or upon any other act or omission, the transaction, agreement, event, or other occurrence taking place on or before the Effective Date related to the foregoing, except for claims related to any act or omission that is determined in a Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Confirmation Order shall provide that the Exculpated Parties (to the extent applicable) have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.F of the Plan shall, nor shall it be deemed to, release or exculpate any DCG Party.

Article VIII of the Plan provides for an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, together with their respective present or former employees, agents, officers, directors, principals, and Affiliates, are enjoined, from and after the Effective Date through and until the date on which all remaining property of the Debtors' Estates vested in the Wind-Down Debtors has been liquidated and distributed to Holders of Claims or otherwise in accordance with the terms of the Plan and the Plan Administration Agreement and the Plan has been fully administered, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Released Parties, or the Exculpated Parties (collectively, the "Enjoined Actions"): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims

or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan. Further, to the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Causes of Action released or exculpated pursuant to this Plan, including the Enjoined Actions, against any Released Party or Exculpated Party other than the Debtors or the Wind-Down Debtors. Nothing in the Plan or the Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

Under the Plan, Released Parties means: (i) the Debtors, (ii) the Ad Hoc Group SteerCo and its members (solely in their capacities as such), (iii) the Committee and its members (solely in their capacities as such), and (iv) each Related Party of each Entity described in the foregoing clauses (i)-(iii) (in each case, solely in its capacity as such); provided, however, that, notwithstanding anything to the contrary in the Plan, neither the DCG Parties nor any of the former employees, officers, or directors of the Debtors as of the Petition Date shall be Released Parties; and, provided, further, that any of the current or former employees, officers, or directors of the Debtors (solely in such Person's capacity as such) who served as an employee, officer, or director of the Debtors from or after the Petition Date, including any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date, shall be a Released Party only with the prior written consent and justifications of the Special Committee, which justifications shall be set forth in the Plan Supplement and which Persons shall be provided to the Ad Hoc Group Counsel and the Committee Counsel on a confidential, professional-eyes-only, basis, with the express exception of any current or former employees, officers, and directors of the Debtors who served as employees, officers, or directors of the Debtors as of the Petition Date and are or were also DCG Parties, which Persons shall not be Released Parties.

Under the Plan, *Releasing Parties* means each of the following: (i) all Released Parties and (ii) all Holders of Claims who affirmatively (a) cast a timely Ballot to accept the Plan with respect to any Claim held by such Holder (regardless of whether any such Holder casts a timely ballot to reject the Plan with respect to any other separately-classified Claims) and (b) opt into the releases provided by the Plan on their Ballots.

Under the Plan, *DCG Parties* means, collectively, DCG, DCGI, and each of their respective Affiliates and subsidiaries (excluding the Debtors and the Other Genesis Entities) and, in their capacities as such, all of their respective current and former officers and directors, principals,

shareholders, members, managers, partners, employees, agents, trustee, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, and management companies; *provided* that DCG Parties shall not include any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date.

Item 4. Certifications and Acknowledgements.

Upon execution of this Ballot, the undersigned Holder certifies that it:

- 1. was the Holder (or authorized signatory) of Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. in the amount set forth in Item 1 as of the Voting Record Date;
- 2. has received a copy of the Disclosure Statement, the Plan and the remainder of the Solicitation Package and acknowledges that the solicitation of votes for the Plan is subject to the terms and conditions set forth therein;
- 3. has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- 4. if it affirmatively (i) votes in favor of the Plan and (ii) opts in to the release provisions in Article VIII of the Plan, will be deemed to have consented to the release of the Released Parties pursuant to Article VIII of the Plan;
- 5. has cast the same vote with respect to all of the Holder's Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd.;
- 6. understands the treatment provided for its Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. under the Plan;
- 7. understands the recoveries provided for in the Plan are expressly conditioned upon confirmation and consummation of the Plan;
- 8. acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary; <u>provided</u> that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required by the Bankruptcy Court or the Bankruptcy Code;
- 9. as of the Voting Record Date, (i) has not transferred any claim or interest in or related to the Fiat-or-Stablecoin-Denominated Unsecured Claims set forth in Item 1 and (ii) has not granted any Lien or encumbrance in the Fiat-or-Stablecoin-Denominated Unsecured Claims set forth in Item 1 that precludes the undersigned Holder from voting on the Plan or submitting this Ballot;
- 10. has full and complete authority to execute and submit this Ballot;

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- 11. understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, will be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the undersigned and will not be affected by, and will survive, the death or incapacity of the undersigned; and
- 12. understands and acknowledges that only the latest-received properly completed Ballot cast and actually received by the Solicitation Agent prior to the Voting Deadline with respect to the Fiat-or-Stablecoin-Denominated Unsecured Claims set forth in Item 1 will be counted, and, if any other Ballot has been previously cast with respect to Fiat-or-Stablecoin Denominated Unsecured Claims set forth in Item 1, such other Ballot shall be deemed revoked.

The undersigned also certifies that it has access to the type of information necessary to evaluate whether to vote on the Plan.

Item 5. Holder Information and Signature.

Name of Holder:			
		(Print or Type)	
Name of Proxy Hold for Holder (if applica	•		
		(Print or Type)	
Social Security or Fe	deral Tax I.D. No.:		
-		(Optional)	
Signature:			
Name of Signatory:			
		(Print or Type)	
Title:			
		(If applicable)	
Address:			
Telephone:	()		
Email:			
Date Completed:			

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT TO THE SOLICITATION AGENT BY:

VOTING DEADLINE: JANUARY 10, 2024 AT 4:00 P.M. (EASTERN TIME)

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is <u>actually received</u> by the Solicitation Agent by no later than January 10, 2024 at 4:00 P.M. (Eastern Time), unless such Voting Deadline is extended by the Debtors. Please submit a Ballot with your vote by:

Submitting Your Vote Online through the Online Portal

The Solicitation Agent will accept properly completed Ballots online through the Online Portal. To submit your customized electronic Ballot via the Online Portal, visit https://restructuring.ra.kroll.com/genesis and click on the "Submit E-Ballot" section of the website. Follow the instructions to submit your customized electronic Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Kroll's Online Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.

If your Ballot is not received by Kroll on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

If you vote via the Online Portal, you SHOULD NOT also submit the hard copy version of your Ballot.

If by First Class Mail, Overnight Courier or Hand Delivery:

Genesis Global Holdco, LLC Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 Third Avenue, Suite 412 Brooklyn, NY 11232

To arrange for hand delivery of your Ballot, please email genesisballots@ra.kroll.com (with "Genesis Ballot—Hand Delivery" in the subject line) at least 24 hours prior to arrival and provide the anticipated date and time of delivery.

THIS BALLOT WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE OR OTHER ELECTRONIC MEANS.

YOUR BALLOT MUST BE <u>ACTUALLY RECEIVED</u> BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM (WITH "GENESIS BALLOTS" IN THE SUBJECT LINE). PLEASE BE ADVISED THAT THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.

Exhibit D

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

Genesis Global Holdco, LLC, et al., 1

Case No.: 23-10063 (SHL)

Debtors.

Jointly Administered

BALLOT FOR VOTING TO ACCEPT OR REJECT THE DEBTORS' AMENDED JOINT CHAPTER 11 PLAN

CLASS 3: FIAT-OR-STABLECOIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL CAPITAL, LLC

IMPORTANT

- PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY <u>BEFORE</u> COMPLETING THIS BALLOT.
- THIS BALLOT IS EXCLUSIVELY FOR USE BY HOLDERS OF CLASS 3 FIAT-OR-STABLECOIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL CAPITAL, LLC.
- THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE <u>ACTUALLY RECEIVED</u> BY THE DEBTORS' SOLICITATION AGENT, KROLL RESTRUCTURING ADMINISTRATION ("<u>KROLL</u>" OR THE "<u>SOLICITATION AGENT</u>") BY 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024 (THE "VOTING DEADLINE").
- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND HOLDERS OF CLAIMS OR INTERESTS REGARDLESS OF WHETHER YOU HAVE TRANSMITTED YOUR VOTE.
- YOU MUST VOTE THE ENTIRE AMOUNT OF YOUR CLAIM EITHER TO ACCEPT (I.E., VOTE IN FAVOR OF) OR REJECT (I.E., VOTE AGAINST) THE PLAN, AND YOU MAY NOT SPLIT YOUR VOTE.

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564) ("GGC"); and Genesis Asia Pacific Pte. Ltd. (2164R) ("GAP"). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

- IF YOU HOLD CLAIMS IN A CLASS OTHER THAN CLASS 3 (FIAT-OR-STABLECOIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL CAPITAL, LLC), YOU MAY RECEIVE MORE THAN ONE BALLOT OR SOLICITATION PACKAGE, LABELED FOR A DIFFERENT CLASS OF CLAIMS. YOUR VOTE WILL BE COUNTED IN DETERMINING ACCEPTANCE OR REJECTION OF THE PLAN BY A PARTICULAR CLASS OF CLAIMS ONLY IF YOU COMPLETE, SIGN, AND RETURN THE BALLOT LABELED FOR SUCH CLASS OF CLAIMS IN ACCORDANCE WITH THE INSTRUCTIONS ON THAT BALLOT.
- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS' SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.
- NO HOLDER OF A CLAIM WILL BE ENTITLED TO ANY DISTRIBUTION UNDER THE PLAN UNTIL SUCH TIME AS THEIR CLAIM HAS BEEN ALLOWED.
- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS SENT WITH THIS BALLOT.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² are soliciting votes with respect to the *Debtors' Amended Joint Chapter 11 Plan*, dated November 28, 2023 [ECF No. 989] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Plan") through their *Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et al.*, *Under Chapter 11 of the Bankruptcy Code*, dated December 6, 2023 [ECF No. 1031] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Disclosure Statement"), in connection with the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), styled *In re Genesis Global Holdco, LLC, et al.*, Chapter 11 Case No. 23-10063 (SHL) (jointly administered), currently pending before the Bankruptcy Court (the "Chapter 11 Cases"). Capitalized terms used in this ballot (the "Ballot") or the attached instructions that are not otherwise defined herein have the meanings ascribed to them in the Plan.

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² In re Genesis Global Holdco, LLC, No. 23-10063 (SHL) (Bankr. SDNY); In re Genesis Global Capital, LLC, No. 23-10064 (SHL) (Bankr. SDNY); In re Genesis Asia Pacific PTE. LTD., No. 23-10065 (SHL) (Bankr. SDNY).

You are receiving this Ballot because our records indicate that, as of November 28, 2023 (the "<u>Voting Record Date</u>"), you are a Holder of Fiat-or-Stablecoin-Denominated Unsecured Claim against Genesis Global Capital, LLC. Holders of Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Global Capital, LLC are Impaired under the Plan and are therefore entitled to vote to accept or reject the Plan. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. This Ballot may not be used for any purpose other than voting to accept or reject the Plan and making certifications with respect thereto.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of Claims in each Class that votes on the Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained (or if a Class of Claims or Equity Interests is deemed to reject the Plan), the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

Your rights are described in the Disclosure Statement. The Plan is <u>Exhibit A</u> to the Disclosure Statement. The Disclosure Statement, the Plan and certain other materials are included in the packet you are receiving with this Ballot (collectively, the "<u>Solicitation Package</u>"). You should carefully and thoroughly review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and classification and treatment of your Claim under the Plan. Your Claim has been placed in Class 3 – Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Global Capital, LLC. Holders of Allowed Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Global Capital, LLC will receive Class 3 Treatment under Article III of the Plan.

VOTING INSTRUCTIONS

- 1. As described in the Disclosure Statement, the Debtors are soliciting the votes of Holders of Claims in Class 3 (Fiat-or-Stablecoin-Denominated Unsecured Claim against Genesis Global Capital, LLC) with respect to the Plan. The Plan and Disclosure Statement are included in the Solicitation Package you are receiving with the Ballot. This Ballot may be used to vote on the Plan only. PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.
- 2. To ensure that your vote is counted, it must be <u>actually received</u> by the Solicitation Agent by the Voting Deadline. Vote by (i) indicating your decision either to accept or reject the Plan in Item 2 of the Ballot; (ii) reviewing the certifications and acknowledgements in Item 4 of the Ballot; and (iii) signing the Ballot.
- 3. In order to be included in the tabulation, a Ballot reflecting your vote must be actually received by the Solicitation Agent on or before the Voting Deadline. The Voting Deadline is January 10, 2024 at 4:00 P.M. (Prevailing Eastern Time). The Debtors strongly advise returning your Ballot as promptly as possible. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise or as permitted by the Bankruptcy Court. In all cases, Holders should allow sufficient time to assure timely delivery. The method of delivery of your Ballot to the Solicitation Agent is at your election and risk. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors.
- 4. If multiple Ballots are received from a single Holder with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will supersede and revoke any previously received Ballot.
- 5. This Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and make certifications with respect to the Ballots. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and the Debtors will not accept delivery of any such certificates or instruments surrendered together with a Ballot.
- 6. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or Interest; or (ii) an assertion or admission with respect to any Claim or Interest.
- 7. Please be sure to sign and date your Ballot. If your Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claim against Genesis Global Capital, LLC voted with this Ballot are held by a partnership, the Ballot should be executed in the name of the partnership by a general partner. If your Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claim against Genesis Global Capital, LLC is held by a corporation, the Ballot must be executed by an officer. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, please indicate such capacity when signing.

- 8. You must vote your entire Fiat-or-Stablecoin-Denominated Unsecured Claim either to accept or reject the Plan and <u>may not split your vote</u>. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
- 9. Any Ballot that is properly completed, executed and timely returned that fails to indicate acceptance or rejection of the Plan or that indicates both acceptance and rejection of the Plan will not be counted.
- 10. The following Ballots will **not be counted** in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (ii) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (iii) any unsigned Ballot; (iv) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; (v) any Ballot received after the Voting Deadline unless the Debtors determine otherwise; and (vi) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.
- 11. The Debtors and/or their agents shall have reasonable discretion to determine if a Ballot properly complies with these procedures and instructions.
- 12. Pursuant to Article VIII of the Plan, you will be deemed to have <u>conclusively</u>, <u>absolutely</u>, <u>unconditionally</u>, <u>irrevocably</u> and <u>forever released and discharged all Claims and Causes of Action</u> (as set forth in the Plan and as permitted by applicable law), against the Released <u>Parties</u> (as defined in the Plan) if you affirmatively (a) vote to accept the Plan and (b) opt in to the release provisions in Article VIII of the Plan.
- 13. If you affirmatively vote to accept the Plan and opt in to the releases under Article VIII of the Plan through your Ballot (regardless of whether you return a timely Ballot with respect to any other Class of Claims that does not affirmatively opt in to the releases or that rejects the Plan), you shall be deemed a Releasing Party (as defined in the Plan) across all Classes.
- 14. If you believe you have received the wrong Ballot or received this Ballot in error, please contact the Solicitation Agent immediately.
- 15. If you have received a Ballot listing an amount you believe to be incorrect, then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018 Motion") for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan on or before December 15, 2023. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the tabulation procedures approved by the Bankruptcy Court, regardless of the amount identified in Item 1 of the Ballot.
- 16. Unless otherwise directed by the Court, delivery of a defective or irregular Ballot will not be deemed to have been made until such defect or irregularity has been cured or waived by the Debtors. Any waiver by the Debtors of defects or irregularities in any Ballot will be detailed in the Voting Report filed with the Court by the Solicitation Agent. Neither the

- Debtors, nor any other Person or Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots, nor will any of them incur any liability for failure to provide such notification.
- 17. If no votes in respect of Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claim against Genesis Global Capital, LLC to accept or reject the Plan are received, the Plan will be deemed accepted by such Class, unless the Court, for cause, orders otherwise. Accordingly, if you do not wish such a presumption with respect to Class 3 to become effective, you should timely submit the Ballot accepting or rejecting the Plan for such Class.

Please note that no fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan.

Nothing contained herein or in the enclosed documents shall render you or any other person the agent of the Debtors or of the Solicitation Agent, or authorize you or any other person to use any document or make any statement on behalf of any of them with respect to the Plan, except for the statements contained herein and in the enclosed documents.

Item 1. Amount of Fiat-or-Stablecoin-Denominated Unsecured Claims.

The undersigned hereby certifies that as of November 28, 2023, the Voting Record Date, the undersigned was the record Holder (or authorized signatory) of one or more Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Global Capital, LLC in the following aggregate principal amount:

Coins/USD		
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Item 2. Vote of Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claim.

The undersigned Holder of the Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claim in the amount set forth in Item 1 votes to (*please check one box only*):

ACCEPT (vote for) the Plan	REJECT (vote against) the Plan

Item 3. Releases (OPTIONAL).

PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT THAT VOTES TO ACCEPT THE PLAN AND AFFIRMATIVELY OPT IN TO THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN, YOU WILL BE DEEMED, AS OF THE PLAN **EFFECTIVE** DATE. TO HAVE CONCLUSIVELY, ABSOLUTELY. UNCONDITIONALLY, **IRREVOCABLY AND FOREVER** RELEASED DISCHARGED ALL CLAIMS AND ALL CAUSES OF ACTION (AS SET FORTH IN THE PLAN AND AS PERMITTED BY APPLICABLE LAW) AGAINST THE RELEASED PARTIES (AS DEFINED IN THE PLAN).

If the Bankruptcy Court confirms the Plan, as of and subject to the occurrence of the Effective Date, certain release, injunction, and exculpation provisions set forth in Article VIII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article VIII of the Plan very carefully so that you understand how such provisions will affect you and any Claim(s) you may hold against the Released Parties under the Plan.

Complete this Item 3 only if you voted to ACCEPT the Plan in Item 2 above and wish to elect to opt in to the release provisions.

The undersigned Holder of Fiat-or-Stablecoin-Denominated Unsecured Claims in the amount identified in Item 1 above, having voted to accept the Plan:

Elects to **Opt In** to the release provisions.

IF YOU CHECK THE BOX ABOVE AND VOTE TO ACCEPT THE PLAN, YOU WILL BE DEEMED TO HAVE OPTED IN TO THE RELEASES IN ARTICLE VIII OF THE PLAN.

IMPORTANT INFORMATION REGARDING RELEASES:

THE RELEASE PROVISION IN ARTICLE VIII OF THE PLAN PROVIDES:³

Releases by the Debtors. Except as otherwise specifically provided in (a) the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released by the Debtors, their Estates, and the Wind-Down Debtors (as applicable), in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Person or its estate, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the

The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan shall govern. You should read the Plan carefully before completing this Ballot.

issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.D of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article VIII.D, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

Releases by Releasing Parties. Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, to the fullest extent allowed by applicable law, each Releasing Party hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases each Debtor, Estate, Wind-Down Debtor, and Released Party from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Releasing Party or its estate, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument,

document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that except as expressly provided under the Plan, the foregoing releases shall not release obligations of the Debtors or the Wind-Down Debtors on account of any Allowed Claims that are treated under the Plan or obligations otherwise arising under any contract, agreement, or other business arrangement between any non-Debtor Releasing Party and any non-Debtor Released Party. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.E of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Releasing Parties set forth in Article VIII.E of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) an essential component of the Plan and the Restructuring; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases except as expressly set forth in the Plan.

Article VIII of the Plan provides for an exculpation (the "Exculpation"):

Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claim, Cause of Action, obligation, suit, judgment, damage, demand, loss, or liability for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, or the related agreements, instruments, and other documents

(including the Definitive Documents), the solicitation of votes with respect to the Plan, or the Restructuring, or any related contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Debtors' in or out-of-court restructuring efforts, the Disclosure Statement, the Plan, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Sales Process, including the issuance of or distribution of any property pursuant to the Plan and the Sales Process, the related agreements, instruments, and other documents (including the Definitive Documents), or upon any other act or omission, the transaction, agreement, event, or other occurrence taking place on or before the Effective Date related to the foregoing, except for claims related to any act or omission that is determined in a Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Confirmation Order shall provide that the Exculpated Parties (to the extent applicable) have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.F of the Plan shall, nor shall it be deemed to, release or exculpate any DCG Party.

Article VIII of the Plan provides for an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, together with their respective present or former employees, agents, officers, directors, principals, and Affiliates, are enjoined, from and after the Effective Date through and until the date on which all remaining property of the Debtors' Estates vested in the Wind-Down Debtors has been liquidated and distributed to Holders of Claims or otherwise in accordance with the terms of the Plan and the Plan Administration Agreement and the Plan has been fully administered, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Released Parties, or the Exculpated Parties (collectively, the "Enjoined Actions"): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims

or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan. Further, to the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Causes of Action released or exculpated pursuant to this Plan, including the Enjoined Actions, against any Released Party or Exculpated Party other than the Debtors or the Wind-Down Debtors. Nothing in the Plan or the Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

Under the Plan, Released Parties means: (i) the Debtors, (ii) the Ad Hoc Group SteerCo and its members (solely in their capacities as such), (iii) the Committee and its members (solely in their capacities as such), and (iv) each Related Party of each Entity described in the foregoing clauses (i)-(iii) (in each case, solely in its capacity as such); provided, however, that, notwithstanding anything to the contrary in the Plan, neither the DCG Parties nor any of the former employees, officers, or directors of the Debtors as of the Petition Date shall be Released Parties; and, provided, further, that any of the current or former employees, officers, or directors of the Debtors (solely in such Person's capacity as such) who served as an employee, officer, or director of the Debtors from or after the Petition Date, including any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date, shall be a Released Party only with the prior written consent and justifications of the Special Committee, which justifications shall be set forth in the Plan Supplement and which Persons shall be provided to the Ad Hoc Group Counsel and the Committee Counsel on a confidential, professional-eyes-only, basis, with the express exception of any current or former employees, officers, and directors of the Debtors who served as employees, officers, or directors of the Debtors as of the Petition Date and are or were also DCG Parties, which Persons shall not be Released Parties.

Under the Plan, *Releasing Parties* means each of the following: (i) all Released Parties and (ii) all Holders of Claims who affirmatively (a) cast a timely Ballot to accept the Plan with respect to any Claim held by such Holder (regardless of whether any such Holder casts a timely ballot to reject the Plan with respect to any other separately-classified Claims) and (b) opt into the releases provided by the Plan on their Ballots.

Under the Plan, *DCG Parties* means, collectively, DCG, DCGI, and each of their respective Affiliates and subsidiaries (excluding the Debtors and the Other Genesis Entities) and, in their capacities as such, all of their respective current and former officers and directors, principals,

shareholders, members, managers, partners, employees, agents, trustee, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, and management companies; *provided* that DCG Parties shall not include any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date.

Item 4. Certifications and Acknowledgements.

Upon execution of this Ballot, the undersigned Holder certifies that it:

- 1. was the Holder (or authorized signatory) of Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Global Capital, LLC in the amount set forth in Item 1 as of the Voting Record Date;
- 2. has received a copy of the Disclosure Statement, the Plan and the remainder of the Solicitation Package and acknowledges that the solicitation of votes for the Plan is subject to the terms and conditions set forth therein;
- 3. has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- 4. if it affirmatively (i) votes in favor of the Plan and (ii) opts in to the release provisions in Article VIII of the Plan, will be deemed to have consented to the release of the Released Parties pursuant to Article VIII of the Plan;
- 5. has cast the same vote with respect to all of the Holder's Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Global Capital, LLC;
- 6. understands the treatment provided for its Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Global Capital, LLC under the Plan;
- 7. understands the recoveries provided for in the Plan are expressly conditioned upon confirmation and consummation of the Plan;
- 8. acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary; <u>provided</u> that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required by the Bankruptcy Court or the Bankruptcy Code;
- 9. as of the Voting Record Date, (i) has not transferred any claim or interest in or related to the Fiat-or-Stablecoin-Denominated Unsecured Claims set forth in Item 1 and (ii) has not granted any Lien or encumbrance in the Fiat-or-Stablecoin-Denominated Unsecured Claims set forth in Item 1 that precludes the undersigned Holder from voting on the Plan or submitting this Ballot;
- 10. has full and complete authority to execute and submit this Ballot;

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- 11. understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, will be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the undersigned and will not be affected by, and will survive, the death or incapacity of the undersigned; and
- 12. understands and acknowledges that only the latest-received properly completed Ballot cast and actually received by the Solicitation Agent prior to the Voting Deadline with respect to the Fiat-or-Stablecoin-Denominated Unsecured Claims set forth in Item 1 will be counted, and, if any other Ballot has been previously cast with respect to Fiat-or-Stablecoin Denominated Unsecured Claims set forth in Item 1, such other Ballot shall be deemed revoked.

The undersigned also certifies that it has access to the type of information necessary to evaluate whether to vote on the Plan.

Item 5. Holder Information and Signature.

Name of Holder:			
		(Print or Type)	
Name of Proxy Hold for Holder (if applica	•		
		(Print or Type)	
Social Security or Fe	deral Tax I.D. No.:		
-		(Optional)	
Signature:			
Name of Signatory:			
		(Print or Type)	
Title:			
		(If applicable)	
Address:			
Telephone:	()		
Email:			
Date Completed:			

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT TO THE SOLICITATION AGENT BY:

VOTING DEADLINE: JANUARY 10, 2024 AT 4:00 P.M. (EASTERN TIME)

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is <u>actually received</u> by the Solicitation Agent by no later than January 10, 2024 at 4:00 P.M. (Eastern Time), unless such Voting Deadline is extended by the Debtors. Please submit a Ballot with your vote by:

Submitting Your Vote Online through the Online Portal

The Solicitation Agent will accept properly completed Ballots online through the Online Portal. To submit your customized electronic Ballot via the Online Portal, visit https://restructuring.ra.kroll.com/genesis and click on the "Submit E-Ballot" section of the website. Follow the instructions to submit your customized electronic Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Kroll's Online Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.

If your Ballot is not received by Kroll on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

If you vote via the Online Portal, you SHOULD NOT also submit the hard copy version of your Ballot.

If by First Class Mail, Overnight Courier or Hand Delivery:

Genesis Global Holdco, LLC Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 Third Avenue, Suite 412 Brooklyn, NY 11232

To arrange for hand delivery of your Ballot, please email genesisballots@ra.kroll.com (with "Genesis Ballot—Hand Delivery" in the subject line) at least 24 hours prior to arrival and provide the anticipated date and time of delivery.

THIS BALLOT WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE OR OTHER ELECTRONIC MEANS.

YOUR BALLOT MUST BE <u>ACTUALLY RECEIVED</u> BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM (WITH "GENESIS BALLOTS" IN THE SUBJECT LINE). PLEASE BE ADVISED THAT THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.

Exhibit E

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

Genesis Global Holdco, LLC, et al., 1

Case No.: 23-10063 (SHL)

Debtors.

Jointly Administered

BALLOT FOR VOTING TO ACCEPT OR REJECT THE DEBTORS' AMENDED JOINT CHAPTER 11 PLAN

CLASS 3: FIAT-OR-STABLECOIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL HOLDCO, LLC

IMPORTANT

- PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY <u>BEFORE</u> COMPLETING THIS BALLOT.
- THIS BALLOT IS EXCLUSIVELY FOR USE BY HOLDERS OF CLASS 3 FIAT-OR-STABLECOIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL HOLDCO, LLC.
- THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE <u>ACTUALLY RECEIVED</u> BY THE DEBTORS' SOLICITATION AGENT, KROLL RESTRUCTURING ADMINISTRATION ("<u>KROLL</u>" OR THE "<u>SOLICITATION AGENT</u>") BY 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024 (THE "VOTING DEADLINE").
- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND HOLDERS OF CLAIMS OR INTERESTS REGARDLESS OF WHETHER YOU HAVE TRANSMITTED YOUR VOTE.
- YOU MUST VOTE THE ENTIRE AMOUNT OF YOUR CLAIM EITHER TO ACCEPT (I.E., VOTE IN FAVOR OF) OR REJECT (I.E., VOTE AGAINST) THE PLAN, AND YOU MAY NOT SPLIT YOUR VOTE.

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564) ("GGC"); and Genesis Asia Pacific Pte. Ltd. (2164R) ("GAP"). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

- IF YOU HOLD CLAIMS IN A CLASS OTHER THAN CLASS 3 (FIAT-OR-STABLECOIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL HOLDCO, LLC), YOU MAY RECEIVE MORE THAN ONE BALLOT OR SOLICITATION PACKAGE, LABELED FOR A DIFFERENT CLASS OF CLAIMS. YOUR VOTE WILL BE COUNTED IN DETERMINING ACCEPTANCE OR REJECTION OF THE PLAN BY A PARTICULAR CLASS OF CLAIMS ONLY IF YOU COMPLETE, SIGN, AND RETURN THE BALLOT LABELED FOR SUCH CLASS OF CLAIMS IN ACCORDANCE WITH THE INSTRUCTIONS ON THAT BALLOT.
- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS' SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.
- NO HOLDER OF A CLAIM WILL BE ENTITLED TO ANY DISTRIBUTION UNDER THE PLAN UNTIL SUCH TIME AS THEIR CLAIM HAS BEEN ALLOWED.
- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS SENT WITH THIS BALLOT.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² are soliciting votes with respect to the *Debtors' Amended Joint Chapter 11 Plan*, dated November 28, 2023 [ECF No. 989] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Plan") through their *Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et al.*, *Under Chapter 11 of the Bankruptcy Code*, dated December 6, 2023 [ECF No. 1031] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Disclosure Statement"), in connection with the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), styled *In re Genesis Global Holdco, LLC, et al.*, Chapter 11 Case No. 23-10063 (SHL) (jointly administered), currently pending before the Bankruptcy Court (the "Chapter 11 Cases"). Capitalized terms used in this ballot (the "Ballot") or the attached instructions that are not otherwise defined herein have the meanings ascribed to them in the Plan.

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² In re Genesis Global Holdco, LLC, No. 23-10063 (SHL) (Bankr. SDNY); In re Genesis Global Capital, LLC, No. 23-10064 (SHL) (Bankr. SDNY); In re Genesis Asia Pacific PTE. LTD., No. 23-10065 (SHL) (Bankr. SDNY).

You are receiving this Ballot because our records indicate that, as of November 28, 2023 (the "Voting Record Date"), you are a Holder of Fiat-or-Stablecoin-Denominated Unsecured Claim against Genesis Global Holdco, LLC. Holders of Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Global Holdco, LLC are Impaired under the Plan and are therefore entitled to vote to accept or reject the Plan. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. This Ballot may not be used for any purpose other than voting to accept or reject the Plan and making certifications with respect thereto.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of Claims in each Class that votes on the Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained (or if a Class of Claims or Equity Interests is deemed to reject the Plan), the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

Your rights are described in the Disclosure Statement. The Plan is <u>Exhibit A</u> to the Disclosure Statement. The Disclosure Statement, the Plan and certain other materials are included in the packet you are receiving with this Ballot (collectively, the "<u>Solicitation Package</u>"). You should carefully and thoroughly review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and classification and treatment of your Claim under the Plan. Your Claim has been placed in Class 3 – Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Global Holdco, LLC. Holders of Allowed Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Global Holdco, LLC will receive Class 3 Treatment under Article III of the Plan.

VOTING INSTRUCTIONS

- 1. As described in the Disclosure Statement, the Debtors are soliciting the votes of Holders of Claims in Class 3 (Fiat-or-Stablecoin-Denominated Unsecured Claim against Genesis Global Holdco, LLC) with respect to the Plan. The Plan and Disclosure Statement are included in the Solicitation Package you are receiving with the Ballot. This Ballot may be used to vote on the Plan only. PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.
- 2. To ensure that your vote is counted, it must be <u>actually received</u> by the Solicitation Agent by the Voting Deadline. Vote by (i) indicating your decision either to accept or reject the Plan in Item 2 of the Ballot; (ii) reviewing the certifications and acknowledgements in Item 4 of the Ballot; and (iii) signing the Ballot.
- 3. In order to be included in the tabulation, a Ballot reflecting your vote must be actually received by the Solicitation Agent on or before the Voting Deadline. The Voting Deadline is January 10, 2024 at 4:00 P.M. (Prevailing Eastern Time). The Debtors strongly advise returning your Ballot as promptly as possible. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise or as permitted by the Bankruptcy Court. In all cases, Holders should allow sufficient time to assure timely delivery. The method of delivery of your Ballot to the Solicitation Agent is at your election and risk. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors.
- 4. If multiple Ballots are received from a single Holder with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will supersede and revoke any previously received Ballot.
- 5. This Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and make certifications with respect to the Ballots. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and the Debtors will not accept delivery of any such certificates or instruments surrendered together with a Ballot.
- 6. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or Interest; or (ii) an assertion or admission with respect to any Claim or Interest.
- 7. Please be sure to sign and date your Ballot. If your Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claim against Genesis Global Holdco, LLC voted with this Ballot are held by a partnership, the Ballot should be executed in the name of the partnership by a general partner. If your Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claim against Genesis Global Holdco, LLC is held by a corporation, the Ballot must be executed by an officer. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, please indicate such capacity when signing.

- 8. You must vote your entire Fiat-or-Stablecoin-Denominated Unsecured Claim either to accept or reject the Plan and <u>may not split your vote</u>. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
- 9. Any Ballot that is properly completed, executed and timely returned that fails to indicate acceptance or rejection of the Plan or that indicates both acceptance and rejection of the Plan will not be counted.
- 10. The following Ballots will **not be counted** in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (ii) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (iii) any unsigned Ballot; (iv) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; (v) any Ballot received after the Voting Deadline unless the Debtors determine otherwise; and (vi) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.
- 11. The Debtors and/or their agents shall have reasonable discretion to determine if a Ballot properly complies with these procedures and instructions.
- 12. Pursuant to Article VIII of the Plan, you will be deemed to have <u>conclusively</u>, <u>absolutely</u>, <u>unconditionally</u>, <u>irrevocably</u> and <u>forever released and discharged all Claims and Causes of Action</u> (as set forth in the Plan and as permitted by applicable law), against the Released <u>Parties</u> (as defined in the Plan) if you affirmatively (a) vote to accept the Plan and (b) opt in to the release provisions in Article VIII of the Plan.
- 13. If you affirmatively vote to accept the Plan and opt in to the releases under Article VIII of the Plan through your Ballot (regardless of whether you return a timely Ballot with respect to any other Class of Claims that does not affirmatively opt in to the releases or that rejects the Plan), you shall be deemed a Releasing Party (as defined in the Plan) across all Classes.
- 14. If you believe you have received the wrong Ballot or received this Ballot in error, please contact the Solicitation Agent immediately.
- 15. If you have received a Ballot listing an amount you believe to be incorrect, then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018 Motion") for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan on or before December 15, 2023. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the tabulation procedures approved by the Bankruptcy Court, regardless of the amount identified in Item 1 of the Ballot.
- 16. Unless otherwise directed by the Court, delivery of a defective or irregular Ballot will not be deemed to have been made until such defect or irregularity has been cured or waived by the Debtors. Any waiver by the Debtors of defects or irregularities in any Ballot will be detailed in the Voting Report filed with the Court by the Solicitation Agent. Neither the

Debtors, nor any other Person or Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots, nor will any of them incur any liability for failure to provide such notification.

17. If no votes in respect of Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claim against Genesis Global Holdco, LLC to accept or reject the Plan are received, the Plan will be deemed accepted by such Class, unless the Court, for cause, orders otherwise. Accordingly, if you do not wish such a presumption with respect to Class 3 to become effective, you should timely submit the Ballot accepting or rejecting the Plan for such Class.

Please note that no fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan.

Nothing contained herein or in the enclosed documents shall render you or any other person the agent of the Debtors or of the Solicitation Agent, or authorize you or any other person to use any document or make any statement on behalf of any of them with respect to the Plan, except for the statements contained herein and in the enclosed documents.

Item 1. Amount of Fiat-or-Stablecoin-Denominated Unsecured Claims.

The undersigned hereby certifies that as of November 28, 2023, the Voting Record Date, the undersigned was the record Holder (or authorized signatory) of one or more Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Global Holdco, LLC in the following aggregate principal amount:

Coins/USD		
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Item 2. Vote of Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claim.

The undersigned Holder of the Class 3 Fiat-or-Stablecoin-Denominated Unsecured Claim in the amount set forth in Item 1 votes to (*please check one box only*):

ACCEPT (vote for) the Plan	REJECT (vote against) the Plan

Item 3. Releases (OPTIONAL).

PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT THAT VOTES TO ACCEPT THE PLAN AND AFFIRMATIVELY OPT IN TO THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN, YOU WILL BE DEEMED, AS OF THE PLAN **EFFECTIVE** DATE. TO HAVE CONCLUSIVELY, ABSOLUTELY. UNCONDITIONALLY, **IRREVOCABLY AND FOREVER** RELEASED DISCHARGED ALL CLAIMS AND ALL CAUSES OF ACTION (AS SET FORTH IN THE PLAN AND AS PERMITTED BY APPLICABLE LAW) AGAINST THE RELEASED PARTIES (AS DEFINED IN THE PLAN).

If the Bankruptcy Court confirms the Plan, as of and subject to the occurrence of the Effective Date, certain release, injunction, and exculpation provisions set forth in Article VIII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article VIII of the Plan very carefully so that you understand how such provisions will affect you and any Claim(s) you may hold against the Released Parties under the Plan.

Complete this Item 3 only if you voted to ACCEPT the Plan in Item 2 above and wish to elect to opt in to the release provisions.

The undersigned Holder of Fiat-or-Stablecoin-Denominated Unsecured Claims in the amount identified in Item 1 above, having voted to accept the Plan:

Elects to **Opt In** to the release provisions.

IF YOU CHECK THE BOX ABOVE AND VOTE TO ACCEPT THE PLAN, YOU WILL BE DEEMED TO HAVE OPTED IN TO THE RELEASES IN ARTICLE VIII OF THE PLAN.

IMPORTANT INFORMATION REGARDING RELEASES:

THE RELEASE PROVISION IN ARTICLE VIII OF THE PLAN PROVIDES:³

Releases by the Debtors. Except as otherwise specifically provided in (a) the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released by the Debtors, their Estates, and the Wind-Down Debtors (as applicable), in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Person or its estate, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the

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The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan shall govern. You should read the Plan carefully before completing this Ballot.

issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.D of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article VIII.D, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

Releases by Releasing Parties. Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, to the fullest extent allowed by applicable law, each Releasing Party hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases each Debtor, Estate, Wind-Down Debtor, and Released Party from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Releasing Party or its estate, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument,

document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that except as expressly provided under the Plan, the foregoing releases shall not release obligations of the Debtors or the Wind-Down Debtors on account of any Allowed Claims that are treated under the Plan or obligations otherwise arising under any contract, agreement, or other business arrangement between any non-Debtor Releasing Party and any non-Debtor Released Party. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.E of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Releasing Parties set forth in Article VIII.E of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) an essential component of the Plan and the Restructuring; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases except as expressly set forth in the Plan.

Article VIII of the Plan provides for an exculpation (the "Exculpation"):

Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claim, Cause of Action, obligation, suit, judgment, damage, demand, loss, or liability for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, or the related agreements, instruments, and other documents

(including the Definitive Documents), the solicitation of votes with respect to the Plan, or the Restructuring, or any related contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Debtors' in or out-of-court restructuring efforts, the Disclosure Statement, the Plan, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Sales Process, including the issuance of or distribution of any property pursuant to the Plan and the Sales Process, the related agreements, instruments, and other documents (including the Definitive Documents), or upon any other act or omission, the transaction, agreement, event, or other occurrence taking place on or before the Effective Date related to the foregoing, except for claims related to any act or omission that is determined in a Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Confirmation Order shall provide that the Exculpated Parties (to the extent applicable) have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.F of the Plan shall, nor shall it be deemed to, release or exculpate any DCG Party.

Article VIII of the Plan provides for an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, together with their respective present or former employees, agents, officers, directors, principals, and Affiliates, are enjoined, from and after the Effective Date through and until the date on which all remaining property of the Debtors' Estates vested in the Wind-Down Debtors has been liquidated and distributed to Holders of Claims or otherwise in accordance with the terms of the Plan and the Plan Administration Agreement and the Plan has been fully administered, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Released Parties, or the Exculpated Parties (collectively, the "Enjoined Actions"): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims

or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan. Further, to the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Causes of Action released or exculpated pursuant to this Plan, including the Enjoined Actions, against any Released Party or Exculpated Party other than the Debtors or the Wind-Down Debtors. Nothing in the Plan or the Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

Under the Plan, Released Parties means: (i) the Debtors, (ii) the Ad Hoc Group SteerCo and its members (solely in their capacities as such), (iii) the Committee and its members (solely in their capacities as such), and (iv) each Related Party of each Entity described in the foregoing clauses (i)-(iii) (in each case, solely in its capacity as such); provided, however, that, notwithstanding anything to the contrary in the Plan, neither the DCG Parties nor any of the former employees, officers, or directors of the Debtors as of the Petition Date shall be Released Parties; and, provided, further, that any of the current or former employees, officers, or directors of the Debtors (solely in such Person's capacity as such) who served as an employee, officer, or director of the Debtors from or after the Petition Date, including any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date, shall be a Released Party only with the prior written consent and justifications of the Special Committee, which justifications shall be set forth in the Plan Supplement and which Persons shall be provided to the Ad Hoc Group Counsel and the Committee Counsel on a confidential, professional-eyes-only, basis, with the express exception of any current or former employees, officers, and directors of the Debtors who served as employees, officers, or directors of the Debtors as of the Petition Date and are or were also DCG Parties, which Persons shall not be Released Parties.

Under the Plan, *Releasing Parties* means each of the following: (i) all Released Parties and (ii) all Holders of Claims who affirmatively (a) cast a timely Ballot to accept the Plan with respect to any Claim held by such Holder (regardless of whether any such Holder casts a timely ballot to reject the Plan with respect to any other separately-classified Claims) and (b) opt into the releases provided by the Plan on their Ballots.

Under the Plan, *DCG Parties* means, collectively, DCG, DCGI, and each of their respective Affiliates and subsidiaries (excluding the Debtors and the Other Genesis Entities) and, in their capacities as such, all of their respective current and former officers and directors, principals,

shareholders, members, managers, partners, employees, agents, trustee, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, and management companies; *provided* that DCG Parties shall not include any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date.

Item 4. Certifications and Acknowledgements.

Upon execution of this Ballot, the undersigned Holder certifies that it:

- 1. was the Holder (or authorized signatory) of Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Global Holdco, LLC in the amount set forth in Item 1 as of the Voting Record Date;
- 2. has received a copy of the Disclosure Statement, the Plan and the remainder of the Solicitation Package and acknowledges that the solicitation of votes for the Plan is subject to the terms and conditions set forth therein;
- 3. has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- 4. if it affirmatively (i) votes in favor of the Plan and (ii) opts in to the release provisions in Article VIII of the Plan, will be deemed to have consented to the release of the Released Parties pursuant to Article VIII of the Plan;
- 5. has cast the same vote with respect to all of the Holder's Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Global Holdco, LLC;
- 6. understands the treatment provided for its Fiat-or-Stablecoin-Denominated Unsecured Claims against Genesis Global Holdco, LLC under the Plan;
- 7. understands the recoveries provided for in the Plan are expressly conditioned upon confirmation and consummation of the Plan;
- 8. acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary; <u>provided</u> that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required by the Bankruptcy Court or the Bankruptcy Code;
- 9. as of the Voting Record Date, (i) has not transferred any claim or interest in or related to the Fiat-or-Stablecoin-Denominated Unsecured Claims set forth in Item 1 and (ii) has not granted any Lien or encumbrance in the Fiat-or-Stablecoin-Denominated Unsecured Claims set forth in Item 1 that precludes the undersigned Holder from voting on the Plan or submitting this Ballot;
- 10. has full and complete authority to execute and submit this Ballot;

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- 11. understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, will be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the undersigned and will not be affected by, and will survive, the death or incapacity of the undersigned; and
- 12. understands and acknowledges that only the latest-received properly completed Ballot cast and actually received by the Solicitation Agent prior to the Voting Deadline with respect to the Fiat-or-Stablecoin-Denominated Unsecured Claims set forth in Item 1 will be counted, and, if any other Ballot has been previously cast with respect to Fiat-or-Stablecoin Denominated Unsecured Claims set forth in Item 1, such other Ballot shall be deemed revoked.

The undersigned also certifies that it has access to the type of information necessary to evaluate whether to vote on the Plan.

Item 5. Holder Information and Signature.

Name of Holder:			
		(Print or Type)	
Name of Proxy Hold for Holder (if applica	•		
		(Print or Type)	
Social Security or Fe	deral Tax I.D. No.:		
-		(Optional)	
Signature:			
Name of Signatory:			
		(Print or Type)	
Title:			
		(If applicable)	
Address:			
Telephone:	()		
Email:			
Date Completed:			

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT TO THE SOLICITATION AGENT BY:

VOTING DEADLINE: JANUARY 10, 2024 AT 4:00 P.M. (EASTERN TIME)

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is <u>actually received</u> by the Solicitation Agent by no later than January 10, 2024 at 4:00 P.M. (Eastern Time), unless such Voting Deadline is extended by the Debtors. Please submit a Ballot with your vote by:

Submitting Your Vote Online through the Online Portal

The Solicitation Agent will accept properly completed Ballots online through the Online Portal. To submit your customized electronic Ballot via the Online Portal, visit https://restructuring.ra.kroll.com/genesis and click on the "Submit E-Ballot" section of the website. Follow the instructions to submit your customized electronic Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#:	
-	

Kroll's Online Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.

If your Ballot is not received by Kroll on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

If you vote via the Online Portal, you SHOULD NOT also submit the hard copy version of your Ballot.

If by First Class Mail, Overnight Courier or Hand Delivery:

Genesis Global Holdco, LLC Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 Third Avenue, Suite 412 Brooklyn, NY 11232

To arrange for hand delivery of your Ballot, please email genesisballots@ra.kroll.com (with "Genesis Ballot—Hand Delivery" in the subject line) at least 24 hours prior to arrival and provide the anticipated date and time of delivery.

THIS BALLOT WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE OR OTHER ELECTRONIC MEANS.

YOUR BALLOT MUST BE <u>ACTUALLY RECEIVED</u> BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM (WITH "GENESIS BALLOTS" IN THE SUBJECT LINE). PLEASE BE ADVISED THAT THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.

Exhibit F

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

Genesis Global Holdco, LLC, et al., 1

Case No.: 23-10063 (SHL)

Debtors.

Jointly Administered

BALLOT FOR VOTING TO ACCEPT OR REJECT THE DEBTORS' AMENDED JOINT CHAPTER 11 PLAN

CLASS 4: BTC-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS ASIA PACIFIC PTE. LTD.

IMPORTANT

- PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY <u>BEFORE</u> COMPLETING THIS BALLOT.
- THIS BALLOT IS EXCLUSIVELY FOR USE BY HOLDERS OF CLASS 4 BTC-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS ASIA PACIFIC PTE. LTD.
- THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE <u>ACTUALLY RECEIVED</u> BY THE DEBTORS' SOLICITATION AGENT, KROLL RESTRUCTURING ADMINISTRATION ("<u>KROLL</u>" OR THE "<u>SOLICITATION AGENT</u>") BY 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024 (THE "VOTING DEADLINE").
- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND HOLDERS OF CLAIMS OR INTERESTS REGARDLESS OF WHETHER YOU HAVE TRANSMITTED YOUR VOTE.
- YOU MUST VOTE THE ENTIRE AMOUNT OF YOUR CLAIM EITHER TO ACCEPT (I.E., VOTE IN FAVOR OF) OR REJECT (I.E., VOTE AGAINST) THE PLAN, AND YOU MAY NOT SPLIT YOUR VOTE.

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564) ("GGC"); and Genesis Asia Pacific Pte. Ltd. (2164R) ("GAP"). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

- IF YOU HOLD CLAIMS IN A CLASS OTHER THAN CLASS 4 (BTC-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS ASIA PACIFIC PTE. LTD.), YOU MAY RECEIVE MORE THAN ONE BALLOT OR SOLICITATION PACKAGE, LABELED FOR A DIFFERENT CLASS OF CLAIMS. YOUR VOTE WILL BE COUNTED IN DETERMINING ACCEPTANCE OR REJECTION OF THE PLAN BY A PARTICULAR CLASS OF CLAIMS ONLY IF YOU COMPLETE, SIGN, AND RETURN THE BALLOT LABELED FOR SUCH CLASS OF CLAIMS IN ACCORDANCE WITH THE INSTRUCTIONS ON THAT BALLOT.
- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS' SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.
- NO HOLDER OF A CLAIM WILL BE ENTITLED TO ANY DISTRIBUTION UNDER THE PLAN UNTIL SUCH TIME AS THEIR CLAIM HAS BEEN ALLOWED.
- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS SENT WITH THIS BALLOT.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² are soliciting votes with respect to the *Debtors' Amended Joint Chapter 11 Plan*, dated November 28, 2023 [ECF No. 989] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Plan") through their *Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et al., Under Chapter 11 of the Bankruptcy Code, dated December 6, 2023 [ECF No. 1031] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Disclosure Statement")*, in connection with the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), styled *In re Genesis Global Holdco, LLC, et al.*, Chapter 11 Case No. 23-10063 (SHL) (jointly administered), currently pending before the Bankruptcy Court (the "Chapter 11 Cases"). Capitalized terms used in this ballot (the "Ballot") or the attached instructions that are not otherwise defined herein have the meanings ascribed to them in the Plan.

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² In re Genesis Global Holdco, LLC, No. 23-10063 (SHL) (Bankr. SDNY); In re Genesis Global Capital, LLC, No. 23-10064 (SHL) (Bankr. SDNY); In re Genesis Asia Pacific PTE. LTD., No. 23-10065 (SHL) (Bankr. SDNY).

You are receiving this Ballot because our records indicate that, as of November 28, 2023 (the "<u>Voting Record Date</u>"), you are a Holder of BTC-Denominated Unsecured Claim against Genesis Asia Pacific Pte. Ltd. Holders of BTC-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. are Impaired under the Plan and are therefore entitled to vote to accept or reject the Plan. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. This Ballot may not be used for any purpose other than voting to accept or reject the Plan and making certifications with respect thereto.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of Claims in each Class that votes on the Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained (or if a Class of Claims or Equity Interests is deemed to reject the Plan), the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

Your rights are described in the Disclosure Statement. The Plan is <u>Exhibit A</u> to the Disclosure Statement. The Disclosure Statement, the Plan and certain other materials are included in the packet you are receiving with this Ballot (collectively, the "<u>Solicitation Package</u>"). You should carefully and thoroughly review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and classification and treatment of your Claim under the Plan. Your Claim has been placed in Class 4 – BTC-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. Holders of Allowed Class 4 BTC-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. will receive Class 4 Treatment under Article III of the Plan.

VOTING INSTRUCTIONS

- 1. As described in the Disclosure Statement, the Debtors are soliciting the votes of Holders of Claims in Class 4 (BTC-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd.) with respect to the Plan. The Plan and Disclosure Statement are included in the Solicitation Package you are receiving with the Ballot. This Ballot may be used to vote on the Plan only. PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.
- 2. To ensure that your vote is counted, it must be <u>actually received</u> by the Solicitation Agent by the Voting Deadline. Vote by (i) indicating your decision either to accept or reject the Plan in Item 2 of the Ballot; (ii) reviewing the certifications and acknowledgements in Item 4 of the Ballot; and (iii) signing the Ballot.
- 3. In order to be included in the tabulation, a Ballot reflecting your vote must be actually received by the Solicitation Agent on or before the Voting Deadline. The Voting Deadline is January 10, 2024 at 4:00 P.M. (Prevailing Eastern Time). The Debtors strongly advise returning your Ballot as promptly as possible. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise or as permitted by the Bankruptcy Court. In all cases, Holders should allow sufficient time to assure timely delivery. The method of delivery of your Ballot to the Solicitation Agent is at your election and risk. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors.
- 4. If multiple Ballots are received from a single Holder with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will supersede and revoke any previously received Ballot.
- 5. This Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and make certifications with respect to the Ballots. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and the Debtors will not accept delivery of any such certificates or instruments surrendered together with a Ballot.
- 6. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or Interest; or (ii) an assertion or admission with respect to any Claim or Interest.
- 7. Please be sure to sign and date your Ballot. If your Class 4 BTC-Denominated Unsecured Claim against Genesis Asia Pacific Pte. Ltd. voted with this Ballot are held by a partnership, the Ballot should be executed in the name of the partnership by a general partner. If your Class 4 BTC-Denominated Unsecured Claim against Genesis Asia Pacific Pte. Ltd. is held by a corporation, the Ballot must be executed by an officer. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, please indicate such capacity when signing.

- 8. You must vote your entire BTC-Denominated Unsecured Claim either to accept or reject the Plan and <u>may not split your vote</u>. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
- 9. Any Ballot that is properly completed, executed and timely returned that fails to indicate acceptance or rejection of the Plan or that indicates both acceptance and rejection of the Plan will not be counted.
- 10. The following Ballots will **not be counted** in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (ii) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (iii) any unsigned Ballot; (iv) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; (v) any Ballot received after the Voting Deadline unless the Debtors determine otherwise; and (vi) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.
- 11. The Debtors and/or their agents shall have reasonable discretion to determine if a Ballot properly complies with these procedures and instructions.
- 12. Pursuant to Article VIII of the Plan, you will be deemed to have <u>conclusively</u>, <u>absolutely</u>, <u>unconditionally</u>, <u>irrevocably</u> and <u>forever released and discharged all Claims and Causes of Action</u> (as set forth in the Plan and as permitted by applicable law), against the Released <u>Parties</u> (as defined in the Plan) if you affirmatively (a) vote to accept the Plan and (b) opt in to the release provisions in Article VIII of the Plan.
- 13. If you affirmatively vote to accept the Plan and opt in to the releases under Article VIII of the Plan through your Ballot (regardless of whether you return a timely Ballot with respect to any other Class of Claims that does not affirmatively opt in to the releases or that rejects the Plan), you shall be deemed a Releasing Party (as defined in the Plan) across all Classes.
- 14. If you believe you have received the wrong Ballot or received this Ballot in error, please contact the Solicitation Agent immediately.
- 15. If you have received a Ballot listing an amount you believe to be incorrect, then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018 Motion") for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan on or before December 15, 2023. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the tabulation procedures approved by the Bankruptcy Court, regardless of the amount identified in Item 1 of the Ballot.
- 16. Unless otherwise directed by the Court, delivery of a defective or irregular Ballot will not be deemed to have been made until such defect or irregularity has been cured or waived by the Debtors. Any waiver by the Debtors of defects or irregularities in any Ballot will be detailed in the Voting Report filed with the Court by the Solicitation Agent. Neither the

Debtors, nor any other Person or Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots, nor will any of them incur any liability for failure to provide such notification.

17. If no votes in respect of Class 4 BTC-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. to accept or reject the Plan are received, the Plan will be deemed accepted by such Class, unless the Court, for cause, orders otherwise. Accordingly, if you do not wish such a presumption with respect to Class 4 to become effective, you should timely submit the Ballot accepting or rejecting the Plan for such Class.

Please note that no fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan.

Nothing contained herein or in the enclosed documents shall render you or any other person the agent of the Debtors or of the Solicitation Agent, or authorize you or any other person to use any document or make any statement on behalf of any of them with respect to the Plan, except for the statements contained herein and in the enclosed documents.

Item 1. Amount of BTC-Denominated Unsecured Claims.

The undersigned hereby certifies that as of November 28, 2023, the Voting Record Date, the undersigned was the record Holder (or authorized signatory) of one or more BTC-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. in the following aggregate principal amount:

Coins/USD

Item 2. Vote of Class 4 BTC-Denominated Unsecured Claim.

The undersigned Holder of the Class 4 BTC-Denominated Unsecured Claim in the amounts set forth in Item 1 votes to (*please check one box only*):

ACCEPT (vote for) the Plan	REJECT (vote against) the Plan

Item 3. Releases (OPTIONAL).

PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT THAT VOTES TO ACCEPT THE PLAN AND AFFIRMATIVELY OPT IN TO THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN, YOU WILL BE DEEMED, AS OF THE PLAN CONCLUSIVELY, **EFFECTIVE** DATE. TO **HAVE** ABSOLUTELY, UNCONDITIONALLY, **IRREVOCABLY AND FOREVER** RELEASED DISCHARGED ALL CLAIMS AND ALL CAUSES OF ACTION (AS SET FORTH IN THE PLAN AND AS PERMITTED BY APPLICABLE LAW) AGAINST THE RELEASED PARTIES (AS DEFINED IN THE PLAN).

If the Bankruptcy Court confirms the Plan, as of and subject to the occurrence of the Effective Date, certain release, injunction, and exculpation provisions set forth in Article VIII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article VIII of the Plan very carefully so that you understand how such provisions will affect you and any Claim(s) you may hold against the Released Parties under the Plan.

Complete this Item 3 only if you voted to ACCEPT the Plan in Item 2 above and wish to elect to opt in to the release provisions.

The undersigned Holder of BTC-Denominated Unsecured Claims in the amount identified in Item 1 above, having voted to accept the Plan:

Elects to **Opt In** to the release provisions.

IF YOU CHECK THE BOX ABOVE AND VOTE TO ACCEPT THE PLAN, YOU WILL BE DEEMED TO HAVE OPTED IN TO THE RELEASES IN ARTICLE VIII OF THE PLAN.

IMPORTANT INFORMATION REGARDING RELEASES:

THE RELEASE PROVISION IN ARTICLE VIII OF THE PLAN PROVIDES:³

Releases by the Debtors. Except as otherwise specifically provided in (a) the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released by the Debtors, their Estates, and the Wind-Down Debtors (as applicable), in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Person or its estate, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the

The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan shall govern. You should read the Plan carefully before completing this Ballot.

issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.D of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article VIII.D, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

Releases by Releasing Parties. Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, to the fullest extent allowed by applicable law, each Releasing Party hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases each Debtor, Estate, Wind-Down Debtor, and Released Party from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Releasing Party or its estate, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument,

document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that except as expressly provided under the Plan, the foregoing releases shall not release obligations of the Debtors or the Wind-Down Debtors on account of any Allowed Claims that are treated under the Plan or obligations otherwise arising under any contract, agreement, or other business arrangement between any non-Debtor Releasing Party and any non-Debtor Released Party. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.E of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Releasing Parties set forth in Article VIII.E, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) an essential component of the Plan and the Restructuring; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases except as expressly set forth in the Plan.

Article VIII of the Plan provides for an exculpation (the "Exculpation"):

Except as otherwise specifically provided in the Plan or Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claim, Cause of Action, obligation, suit, judgment, damage, demand, loss, or liability for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, or the related agreements, instruments, and other documents

(including the Definitive Documents), the solicitation of votes with respect to the Plan, or the Restructuring, or any related contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Debtors' in or out-of-court restructuring efforts, the Disclosure Statement, the Plan, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Sales Process, including the issuance of or distribution of any property pursuant to the Plan and the Sales Process, the related agreements, instruments, and other documents (including the Definitive Documents), or upon any other act or omission, the transaction, agreement, event, or other occurrence taking place on or before the Effective Date related to the foregoing, except for claims related to any act or omission that is determined in a Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Confirmation Order shall provide that the Exculpated Parties (to the extent applicable) have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.F of the Plan shall, nor shall it be deemed to, release or exculpate any DCG Party.

Article VIII of the Plan provides for an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, together with their respective present or former employees, agents, officers, directors, principals, and Affiliates, are enjoined, from and after the Effective Date through and until the date on which all remaining property of the Debtors' Estates vested in the Wind-Down Debtors has been liquidated and distributed to Holders of Claims or otherwise in accordance with the terms of the Plan and the Plan Administration Agreement and the Plan has been fully administered, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Released Parties, or the Exculpated Parties (collectively, the "Enjoined Actions"): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims

or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan. Further, to the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Causes of Action released or exculpated pursuant to this Plan, including the Enjoined Actions, against any Released Party or Exculpated Party other than the Debtors or the Wind-Down Debtors. Nothing in the Plan or the Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

Under the Plan, Released Parties means: (i) the Debtors, (ii) the Ad Hoc Group SteerCo and its members (solely in their capacities as such), (iii) the Committee and its members (solely in their capacities as such), and (iv) each Related Party of each Entity described in the foregoing clauses (i)-(iii) (in each case, solely in its capacity as such); provided, however, that, notwithstanding anything to the contrary in the Plan, neither the DCG Parties nor any of the former employees, officers, or directors of the Debtors as of the Petition Date shall be Released Parties; and, provided, further, that any of the current or former employees, officers, or directors of the Debtors (solely in such Person's capacity as such) who served as an employee, officer, or director of the Debtors from or after the Petition Date, including any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date, shall be a Released Party only with the prior written consent and justifications of the Special Committee, which justifications shall be set forth in the Plan Supplement and which Persons shall be provided to the Ad Hoc Group Counsel and the Committee Counsel on a confidential, professional-eyes-only, basis, with the express exception of any current or former employees, officers, and directors of the Debtors who served as employees, officers, or directors of the Debtors as of the Petition Date and are or were also DCG Parties, which Persons shall not be Released Parties.

Under the Plan, *Releasing Parties* means each of the following: (i) all Released Parties and (ii) all Holders of Claims who affirmatively (a) cast a timely Ballot to accept the Plan with respect to any Claim held by such Holder (regardless of whether any such Holder casts a timely ballot to reject the Plan with respect to any other separately-classified Claims) and (b) opt into the releases provided by the Plan on their Ballots.

Under the Plan, *DCG Parties* means, collectively, DCG, DCGI, and each of their respective Affiliates and subsidiaries (excluding the Debtors and the Other Genesis Entities) and, in their capacities as such, all of their respective current and former officers and directors, principals,

shareholders, members, managers, partners, employees, agents, trustee, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, and management companies; *provided* that DCG Parties shall not include any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date.

Item 4. Certifications and Acknowledgements.

Upon execution of this Ballot, the undersigned Holder certifies that it:

- 1. was the Holder (or authorized signatory) of BTC-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. in the amount set forth in Item 1 as of the Voting Record Date:
- 2. has received a copy of the Disclosure Statement, the Plan and the remainder of the Solicitation Package and acknowledges that the solicitation of votes for the Plan is subject to the terms and conditions set forth therein;
- 3. has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- 4. if it affirmatively (i) votes in favor of the Plan and (ii) opts in to the release provisions in Article VIII of the Plan, will be deemed to have consented to the release of the Released Parties pursuant to Article VIII of the Plan;
- 5. has cast the same vote with respect to all of the Holder's BTC-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd.;
- 6. understands the treatment provided for its BTC-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. under the Plan;
- 7. understands the recoveries provided for in the Plan are expressly conditioned upon confirmation and consummation of the Plan;
- 8. acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary; <u>provided</u> that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required by the Bankruptcy Court or the Bankruptcy Code;
- 9. as of the Voting Record Date, (i) has not transferred any claim or interest in or related to the BTC-Denominated Unsecured Claims set forth in Item 1 and (ii) has not granted any Lien or encumbrance in the BTC-Denominated Unsecured Claims set forth in Item 1 that precludes the undersigned Holder from voting on the Plan or submitting this Ballot;
- 10. has full and complete authority to execute and submit this Ballot;

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- 11. understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, will be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the undersigned and will not be affected by, and will survive, the death or incapacity of the undersigned; and
- 12. understands and acknowledges that only the latest-received properly completed Ballot cast and actually received by the Solicitation Agent prior to the Voting Deadline with respect to the BTC-Denominated Unsecured Claims set forth in Item 1 will be counted, and, if any other Ballot has been previously cast with respect to BTC-Denominated Unsecured Claims set forth in Item 1, such other Ballot shall be deemed revoked.

The undersigned also certifies that it has access to the type of information necessary to evaluate whether to vote on the Plan.

Item 5. Holder Information and Signature.

	(Print or Type)	
r or Agent le):		
	(Print or Type)	
eral Tax I.D. No.:		
	(Optional)	
	(Print or Type)	
	(If applicable)	
()		
	eral Tax I.D. No.:	r or Agent le): (Print or Type)

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT TO THE SOLICITATION AGENT BY:

VOTING DEADLINE: JANUARY 10, 2024 AT 4:00 P.M. (EASTERN TIME)

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is <u>actually received</u> by the Solicitation Agent by no later than January 10, 2024 at 4:00 P.M. (Eastern Time), unless such Voting Deadline is extended by the Debtors. Please submit a Ballot with your vote by:

Submitting Your Vote Online through the Online Portal

The Solicitation Agent will accept properly completed Ballots online through the Online Portal. To submit your customized electronic Ballot via the Online Portal, visit https://restructuring.ra.kroll.com/genesis and click on the "Submit E-Ballot" section of the website. Follow the instructions to submit your customized electronic Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Kroll's Online Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.

If your Ballot is not received by Kroll on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

If you vote via the Online Portal, you SHOULD NOT also submit the hard copy version of your Ballot.

If by First Class Mail, Overnight Courier or Hand Delivery:

Genesis Global Holdco, LLC Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 Third Avenue, Suite 412 Brooklyn, NY 11232

To arrange for hand delivery of your Ballot, please email genesisballots@ra.kroll.com (with "Genesis Ballot—Hand Delivery" in the subject line) at least 24 hours prior to arrival and provide the anticipated date and time of delivery.

THIS BALLOT WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE OR OTHER ELECTRONIC MEANS.

YOUR BALLOT MUST BE <u>ACTUALLY RECEIVED</u> BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM (WITH "GENESIS BALLOTS" IN THE SUBJECT LINE). PLEASE BE ADVISED THAT THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.

Exhibit G

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

Genesis Global Holdco, LLC, et al., 1

Case No.: 23-10063 (SHL)

Debtors.

Jointly Administered

BALLOT FOR VOTING TO ACCEPT OR REJECT THE DEBTORS' AMENDED JOINT CHAPTER 11 PLAN

CLASS 4: BTC-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL CAPITAL, LLC

IMPORTANT

- PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY <u>BEFORE</u> COMPLETING THIS BALLOT.
- THIS BALLOT IS EXCLUSIVELY FOR USE BY HOLDERS OF CLASS 4 BTC-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL CAPITAL, LLC.
- THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE <u>ACTUALLY RECEIVED</u> BY THE DEBTORS' SOLICITATION AGENT, KROLL RESTRUCTURING ADMINISTRATION ("<u>KROLL</u>" OR THE "<u>SOLICITATION AGENT</u>") BY 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024 (THE "VOTING DEADLINE").
- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND HOLDERS OF CLAIMS OR INTERESTS REGARDLESS OF WHETHER YOU HAVE TRANSMITTED YOUR VOTE.
- YOU MUST VOTE THE ENTIRE AMOUNT OF YOUR CLAIM EITHER TO ACCEPT (I.E., VOTE IN FAVOR OF) OR REJECT (I.E., VOTE AGAINST) THE PLAN, AND YOU MAY NOT SPLIT YOUR VOTE.

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564) ("GGC"); and Genesis Asia Pacific Pte. Ltd. (2164R) ("GAP"). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

- IF YOU HOLD CLAIMS IN A CLASS OTHER THAN CLASS 4 (BTC-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL CAPITAL, LLC), YOU MAY RECEIVE MORE THAN ONE BALLOT OR SOLICITATION PACKAGE, LABELED FOR A DIFFERENT CLASS OF CLAIMS. YOUR VOTE WILL BE COUNTED IN DETERMINING ACCEPTANCE OR REJECTION OF THE PLAN BY A PARTICULAR CLASS OF CLAIMS ONLY IF YOU COMPLETE, SIGN, AND RETURN THE BALLOT LABELED FOR SUCH CLASS OF CLAIMS IN ACCORDANCE WITH THE INSTRUCTIONS ON THAT BALLOT.
- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS' SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.
- NO HOLDER OF A CLAIM WILL BE ENTITLED TO ANY DISTRIBUTION UNDER THE PLAN UNTIL SUCH TIME AS THEIR CLAIM HAS BEEN ALLOWED.
- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS SENT WITH THIS BALLOT.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² are soliciting votes with respect to the *Debtors' Amended Joint Chapter 11 Plan*, dated November 28, 2023 [ECF No. 989] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Plan") through their *Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et al.*, *Under Chapter 11 of the Bankruptcy Code*, dated December 6, 2023 [ECF No. 1031] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Disclosure Statement"), in connection with the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), styled *In re Genesis Global Holdco, LLC, et al.*, Chapter 11 Case No. 23-10063 (SHL) (jointly administered), currently pending before the Bankruptcy Court (the "Chapter 11 Cases"). Capitalized terms used in this ballot (the "Ballot") or the attached instructions that are not otherwise defined herein have the meanings ascribed to them in the Plan.

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² In re Genesis Global Holdco, LLC, No. 23-10063 (SHL) (Bankr. SDNY); In re Genesis Global Capital, LLC, No. 23-10064 (SHL) (Bankr. SDNY); In re Genesis Asia Pacific PTE. LTD., No. 23-10065 (SHL) (Bankr. SDNY).

You are receiving this Ballot because our records indicate that, as of November 28, 2023 (the "Voting Record Date"), you are a Holder of BTC-Denominated Unsecured Claim against Genesis Global Capital, LLC. Holders of BTC-Denominated Unsecured Claims against Genesis Global Capital, LLC are Impaired under the Plan and are therefore entitled to vote to accept or reject the Plan. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. This Ballot may not be used for any purpose other than voting to accept or reject the Plan and making certifications with respect thereto.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of Claims in each Class that votes on the Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained (or if a Class of Claims or Equity Interests is deemed to reject the Plan), the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

Your rights are described in the Disclosure Statement. The Plan is <u>Exhibit A</u> to the Disclosure Statement. The Disclosure Statement, the Plan and certain other materials are included in the packet you are receiving with this Ballot (collectively, the "<u>Solicitation Package</u>"). You should carefully and thoroughly review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and classification and treatment of your Claim under the Plan. Your Claim has been placed in Class 4 – BTC-Denominated Unsecured Claims against Genesis Global Capital, LLC. Holders of Allowed Class 4 BTC-Denominated Unsecured Claims against Genesis Global Capital, LLC will receive Class 4 Treatment under Article III of the Plan.

VOTING INSTRUCTIONS

- 1. As described in the Disclosure Statement, the Debtors are soliciting the votes of Holders of Claims in Class 4 (BTC-Denominated Unsecured Claims against Genesis Global Capital, LLC) with respect to the Plan. The Plan and Disclosure Statement are included in the Solicitation Package you are receiving with the Ballot. This Ballot may be used to vote on the Plan only. PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.
- 2. To ensure that your vote is counted, it must be <u>actually received</u> by the Solicitation Agent by the Voting Deadline. Vote by (i) indicating your decision either to accept or reject the Plan in Item 2 of the Ballot; (ii) reviewing the certifications and acknowledgements in Item 4 of the Ballot; and (iii) signing the Ballot.
- 3. In order to be included in the tabulation, a Ballot reflecting your vote must be actually received by the Solicitation Agent on or before the Voting Deadline. The Voting Deadline is January 10, 2024 at 4:00 P.M. (Prevailing Eastern Time). The Debtors strongly advise returning your Ballot as promptly as possible. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise or as permitted by the Bankruptcy Court. In all cases, Holders should allow sufficient time to assure timely delivery. The method of delivery of your Ballot to the Solicitation Agent is at your election and risk. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors.
- 4. If multiple Ballots are received from a single Holder with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will supersede and revoke any previously received Ballot.
- 5. This Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and make certifications with respect to the Ballots. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and the Debtors will not accept delivery of any such certificates or instruments surrendered together with a Ballot.
- 6. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or Interest; or (ii) an assertion or admission with respect to any Claim or Interest.
- 7. Please be sure to sign and date your Ballot. If your Class 4 BTC-Denominated Unsecured Claim against Genesis Global Capital, LLC voted with this Ballot are held by a partnership, the Ballot should be executed in the name of the partnership by a general partner. If your Class 4 BTC-Denominated Unsecured Claim against Genesis Global Capital, LLC is held by a corporation, the Ballot must be executed by an officer. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, please indicate such capacity when signing.

- 8. You must vote your entire BTC-Denominated Unsecured Claim either to accept or reject the Plan and <u>may not split your vote</u>. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
- 9. Any Ballot that is properly completed, executed and timely returned that fails to indicate acceptance or rejection of the Plan or that indicates both acceptance and rejection of the Plan will not be counted.
- 10. The following Ballots will **not be counted** in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (ii) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (iii) any unsigned Ballot; (iv) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; (v) any Ballot received after the Voting Deadline unless the Debtors determine otherwise; and (vi) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.
- 11. The Debtors and/or their agents shall have reasonable discretion to determine if a Ballot properly complies with these procedures and instructions.
- 12. Pursuant to Article VIII of the Plan, you will be deemed to have <u>conclusively</u>, <u>absolutely</u>, <u>unconditionally</u>, <u>irrevocably</u> and <u>forever released and discharged all Claims and Causes of Action</u> (as set forth in the Plan and as permitted by applicable law), against the Released <u>Parties</u> (as defined in the Plan) if you affirmatively (a) vote to accept the Plan and (b) opt in to the release provisions in Article VIII of the Plan.
- 13. If you affirmatively vote to accept the Plan and opt in to the releases under Article VIII of the Plan through your Ballot (regardless of whether you return a timely Ballot with respect to any other Class of Claims that does not affirmatively opt in to the releases or that rejects the Plan), you shall be deemed a Releasing Party (as defined in the Plan) across all Classes.
- 14. If you believe you have received the wrong Ballot or received this Ballot in error, please contact the Solicitation Agent immediately.
- 15. If you have received a Ballot listing an amount you believe to be incorrect, then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018 Motion") for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan on or before December 15, 2023. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the tabulation procedures approved by the Bankruptcy Court, regardless of the amount identified in Item 1 of the Ballot.
- 16. Unless otherwise directed by the Court, delivery of a defective or irregular Ballot will not be deemed to have been made until such defect or irregularity has been cured or waived by the Debtors. Any waiver by the Debtors of defects or irregularities in any Ballot will be detailed in the Voting Report filed with the Court by the Solicitation Agent. Neither the

Debtors, nor any other Person or Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots, nor will any of them incur any liability for failure to provide such notification.

17. If no votes in respect of Class 4 BTC-Denominated Unsecured Claims against Genesis Global Capital, LLC to accept or reject the Plan are received, the Plan will be deemed accepted by such Class, unless the Court, for cause, orders otherwise. Accordingly, if you do not wish such a presumption with respect to Class 4 to become effective, you should timely submit the Ballot accepting or rejecting the Plan for such Class.

Please note that no fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan.

Nothing contained herein or in the enclosed documents shall render you or any other person the agent of the Debtors or of the Solicitation Agent, or authorize you or any other person to use any document or make any statement on behalf of any of them with respect to the Plan, except for the statements contained herein and in the enclosed documents.

Item 1. Amount of BTC-Denominated Unsecured Claims.

The undersigned hereby certifies that as of November 28, 2023, the Voting Record Date, the undersigned was the record Holder (or authorized signatory) of one or more BTC-Denominated Unsecured Claims against Genesis Global Capital, LLC in the following aggregate principal amount:

Coins/USD

Item 2. Vote of Class 4 BTC-Denominated Unsecured Claim.

The undersigned Holder of the Class 4 BTC-Denominated Unsecured Claim in the amounts set forth in Item 1 votes to (*please check one box only*):

ACCEPT (vote for) the Plan	REJECT (vote against) the Plan

Item 3. Releases (OPTIONAL).

PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT THAT VOTES TO ACCEPT THE PLAN AND AFFIRMATIVELY OPT IN TO THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN, YOU WILL BE DEEMED, AS OF THE PLAN CONCLUSIVELY, **EFFECTIVE** DATE. TO **HAVE** ABSOLUTELY, UNCONDITIONALLY, **IRREVOCABLY AND FOREVER** RELEASED DISCHARGED ALL CLAIMS AND ALL CAUSES OF ACTION (AS SET FORTH IN THE PLAN AND AS PERMITTED BY APPLICABLE LAW) AGAINST THE RELEASED PARTIES (AS DEFINED IN THE PLAN).

If the Bankruptcy Court confirms the Plan, as of and subject to the occurrence of the Effective Date, certain release, injunction, and exculpation provisions set forth in Article VIII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article VIII of the Plan very carefully so that you understand how such provisions will affect you and any Claim(s) you may hold against the Released Parties under the Plan.

Complete this Item 3 only if you voted to ACCEPT the Plan in Item 2 above and wish to elect to opt in to the release provisions.

The undersigned Holder of BTC-Denominated Unsecured Claims in the amount identified in Item 1 above, having voted to accept the Plan:

Elects to **Opt In** to the release provisions.

IF YOU CHECK THE BOX ABOVE AND VOTE TO ACCEPT THE PLAN, YOU WILL BE DEEMED TO HAVE OPTED IN TO THE RELEASES IN ARTICLE VIII OF THE PLAN.

IMPORTANT INFORMATION REGARDING RELEASES:

THE RELEASE PROVISION IN ARTICLE VIII OF THE PLAN PROVIDES:³

Releases by the Debtors. Except as otherwise specifically provided in (a) the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released by the Debtors, their Estates, and the Wind-Down Debtors (as applicable), in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Person or its estate, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the

The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan shall govern. You should read the Plan carefully before completing this Ballot.

issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.D of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article VIII.D, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

Releases by Releasing Parties. Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, to the fullest extent allowed by applicable law, each Releasing Party hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases each Debtor, Estate, Wind-Down Debtor, and Released Party from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Releasing Party or its estate, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument,

document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that except as expressly provided under the Plan, the foregoing releases shall not release obligations of the Debtors or the Wind-Down Debtors on account of any Allowed Claims that are treated under the Plan or obligations otherwise arising under any contract, agreement, or other business arrangement between any non-Debtor Releasing Party and any non-Debtor Released Party. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.E of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Releasing Parties set forth in Article VIII.E, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) an essential component of the Plan and the Restructuring; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases except as expressly set forth in the Plan.

Article VIII of the Plan provides for an exculpation (the "Exculpation"):

Except as otherwise specifically provided in the Plan or Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claim, Cause of Action, obligation, suit, judgment, damage, demand, loss, or liability for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, or the related agreements, instruments, and other documents

(including the Definitive Documents), the solicitation of votes with respect to the Plan, or the Restructuring, or any related contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Debtors' in or out-of-court restructuring efforts, the Disclosure Statement, the Plan, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Sales Process, including the issuance of or distribution of any property pursuant to the Plan and the Sales Process, the related agreements, instruments, and other documents (including the Definitive Documents), or upon any other act or omission, the transaction, agreement, event, or other occurrence taking place on or before the Effective Date related to the foregoing, except for claims related to any act or omission that is determined in a Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Confirmation Order shall provide that the Exculpated Parties (to the extent applicable) have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.F of the Plan shall, nor shall it be deemed to, release or exculpate any DCG Party.

Article VIII of the Plan provides for an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, together with their respective present or former employees, agents, officers, directors, principals, and Affiliates, are enjoined, from and after the Effective Date through and until the date on which all remaining property of the Debtors' Estates vested in the Wind-Down Debtors has been liquidated and distributed to Holders of Claims or otherwise in accordance with the terms of the Plan and the Plan Administration Agreement and the Plan has been fully administered, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Released Parties, or the Exculpated Parties (collectively, the "Enjoined Actions"): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims

or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan. Further, to the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Causes of Action released or exculpated pursuant to this Plan, including the Enjoined Actions, against any Released Party or Exculpated Party other than the Debtors or the Wind-Down Debtors. Nothing in the Plan or the Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

Under the Plan, Released Parties means: (i) the Debtors, (ii) the Ad Hoc Group SteerCo and its members (solely in their capacities as such), (iii) the Committee and its members (solely in their capacities as such), and (iv) each Related Party of each Entity described in the foregoing clauses (i)-(iii) (in each case, solely in its capacity as such); provided, however, that, notwithstanding anything to the contrary in the Plan, neither the DCG Parties nor any of the former employees, officers, or directors of the Debtors as of the Petition Date shall be Released Parties; and, provided, further, that any of the current or former employees, officers, or directors of the Debtors (solely in such Person's capacity as such) who served as an employee, officer, or director of the Debtors from or after the Petition Date, including any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date, shall be a Released Party only with the prior written consent and justifications of the Special Committee, which justifications shall be set forth in the Plan Supplement and which Persons shall be provided to the Ad Hoc Group Counsel and the Committee Counsel on a confidential, professional-eyes-only, basis, with the express exception of any current or former employees, officers, and directors of the Debtors who served as employees, officers, or directors of the Debtors as of the Petition Date and are or were also DCG Parties, which Persons shall not be Released Parties.

Under the Plan, *Releasing Parties* means each of the following: (i) all Released Parties and (ii) all Holders of Claims who affirmatively (a) cast a timely Ballot to accept the Plan with respect to any Claim held by such Holder (regardless of whether any such Holder casts a timely ballot to reject the Plan with respect to any other separately-classified Claims) and (b) opt into the releases provided by the Plan on their Ballots.

Under the Plan, *DCG Parties* means, collectively, DCG, DCGI, and each of their respective Affiliates and subsidiaries (excluding the Debtors and the Other Genesis Entities) and, in their capacities as such, all of their respective current and former officers and directors, principals,

shareholders, members, managers, partners, employees, agents, trustee, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, and management companies; *provided* that DCG Parties shall not include any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date.

Item 4. Certifications and Acknowledgements.

Upon execution of this Ballot, the undersigned Holder certifies that it:

- 1. was the Holder (or authorized signatory) of BTC-Denominated Unsecured Claims against Genesis Global Capital, LLC in the amount set forth in Item 1 as of the Voting Record Date;
- 2. has received a copy of the Disclosure Statement, the Plan and the remainder of the Solicitation Package and acknowledges that the solicitation of votes for the Plan is subject to the terms and conditions set forth therein;
- 3. has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- 4. if it affirmatively (i) votes in favor of the Plan and (ii) opts in to the release provisions in Article VIII of the Plan, will be deemed to have consented to the release of the Released Parties pursuant to Article VIII of the Plan;
- 5. has cast the same vote with respect to all of the Holder's BTC-Denominated Unsecured Claims against Genesis Global Capital, LLC;
- 6. understands the treatment provided for its BTC-Denominated Unsecured Claims against Genesis Global Capital, LLC under the Plan;
- 7. understands the recoveries provided for in the Plan are expressly conditioned upon confirmation and consummation of the Plan;
- 8. acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary; <u>provided</u> that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required by the Bankruptcy Court or the Bankruptcy Code;
- 9. as of the Voting Record Date, (i) has not transferred any claim or interest in or related to the BTC-Denominated Unsecured Claims set forth in Item 1 and (ii) has not granted any Lien or encumbrance in the BTC-Denominated Unsecured Claims set forth in Item 1 that precludes the undersigned Holder from voting on the Plan or submitting this Ballot;
- 10. has full and complete authority to execute and submit this Ballot;

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- 11. understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, will be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the undersigned and will not be affected by, and will survive, the death or incapacity of the undersigned; and
- 12. understands and acknowledges that only the latest-received properly completed Ballot cast and actually received by the Solicitation Agent prior to the Voting Deadline with respect to the BTC-Denominated Unsecured Claims set forth in Item 1 will be counted, and, if any other Ballot has been previously cast with respect to BTC-Denominated Unsecured Claims set forth in Item 1, such other Ballot shall be deemed revoked.

The undersigned also certifies that it has access to the type of information necessary to evaluate whether to vote on the Plan.

Item 5. Holder Information and Signature.

Name of Holder:			
		(Print or Type)	
Name of Proxy Holde for Holder (if applicat	_		
		(Print or Type)	
Social Security or Fed	leral Tax I.D. No.:		
		(Optional)	
Signature:			
Name of Signatory:			
		(Print or Type)	
Title:			
		(If applicable)	
Address:			
Telephone:	()		
Email:			
Date Completed:			

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT TO THE SOLICITATION AGENT BY:

VOTING DEADLINE: JANUARY 10, 2024 AT 4:00 P.M. (EASTERN TIME)

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is <u>actually received</u> by the Solicitation Agent by no later than January 10, 2024 at 4:00 P.M. (Eastern Time), unless such Voting Deadline is extended by the Debtors. Please submit a Ballot with your vote by:

Submitting Your Vote Online through the Online Portal

The Solicitation Agent will accept properly completed Ballots online through the Online Portal. To submit your customized electronic Ballot via the Online Portal, visit https://restructuring.ra.kroll.com/genesis and click on the "Submit E-Ballot" section of the website. Follow the instructions to submit your customized electronic Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Kroll's Online Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.

If your Ballot is not received by Kroll on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

If you vote via the Online Portal, you SHOULD NOT also submit the hard copy version of your Ballot.

If by First Class Mail, Overnight Courier or Hand Delivery:

Genesis Global Holdco, LLC Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 Third Avenue, Suite 412 Brooklyn, NY 11232

To arrange for hand delivery of your Ballot, please email genesisballots@ra.kroll.com (with "Genesis Ballot—Hand Delivery" in the subject line) at least 24 hours prior to arrival and provide the anticipated date and time of delivery.

THIS BALLOT WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE OR OTHER ELECTRONIC MEANS.

YOUR BALLOT MUST BE <u>ACTUALLY RECEIVED</u> BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM (WITH "GENESIS BALLOTS" IN THE SUBJECT LINE). PLEASE BE ADVISED THAT THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.

Exhibit H

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

Genesis Global Holdco, LLC, et al., 1

Case No.: 23-10063 (SHL)

Debtors.

Jointly Administered

BALLOT FOR VOTING TO ACCEPT OR REJECT THE DEBTORS' AMENDED JOINT CHAPTER 11 PLAN

CLASS 4: BTC-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL HOLDCO, LLC

IMPORTANT

- PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.
- THIS BALLOT IS EXCLUSIVELY FOR USE BY HOLDERS OF CLASS 4 BTC-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL HOLDCO, LLC.
- THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE <u>ACTUALLY RECEIVED</u> BY THE DEBTORS' SOLICITATION AGENT, KROLL RESTRUCTURING ADMINISTRATION ("<u>KROLL</u>" OR THE "<u>SOLICITATION AGENT</u>") BY 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024 (THE "VOTING DEADLINE").
- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND HOLDERS OF CLAIMS OR INTERESTS REGARDLESS OF WHETHER YOU HAVE TRANSMITTED YOUR VOTE.
- YOU MUST VOTE THE ENTIRE AMOUNT OF YOUR CLAIM EITHER TO ACCEPT (I.E., VOTE IN FAVOR OF) OR REJECT (I.E., VOTE AGAINST) THE PLAN, AND YOU MAY NOT SPLIT YOUR VOTE.

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564) ("GGC"); and Genesis Asia Pacific Pte. Ltd. (2164R) ("GAP"). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

- IF YOU HOLD CLAIMS IN A CLASS OTHER THAN CLASS 4 (BTC-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL HOLDCO, LLC), YOU MAY RECEIVE MORE THAN ONE BALLOT OR SOLICITATION PACKAGE, LABELED FOR A DIFFERENT CLASS OF CLAIMS. YOUR VOTE WILL BE COUNTED IN DETERMINING ACCEPTANCE OR REJECTION OF THE PLAN BY A PARTICULAR CLASS OF CLAIMS ONLY IF YOU COMPLETE, SIGN, AND RETURN THE BALLOT LABELED FOR SUCH CLASS OF CLAIMS IN ACCORDANCE WITH THE INSTRUCTIONS ON THAT BALLOT.
- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS' SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.
- NO HOLDER OF A CLAIM WILL BE ENTITLED TO ANY DISTRIBUTION UNDER THE PLAN UNTIL SUCH TIME AS THEIR CLAIM HAS BEEN ALLOWED.
- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS SENT WITH THIS BALLOT.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² are soliciting votes with respect to the *Debtors' Amended Joint Chapter 11 Plan*, dated November 28, 2023 [ECF No. 989] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Plan") through their *Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et al.*, *Under Chapter 11 of the Bankruptcy Code*, dated December 6, 2023 [ECF No. 1031] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Disclosure Statement"), in connection with the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), styled *In re Genesis Global Holdco, LLC, et al.*, Chapter 11 Case No. 23-10063 (SHL) (jointly administered), currently pending before the Bankruptcy Court (the "Chapter 11 Cases"). Capitalized terms used in this ballot (the "Ballot") or the attached instructions that are not otherwise defined herein have the meanings ascribed to them in the Plan.

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² In re Genesis Global Holdco, LLC, No. 23-10063 (SHL) (Bankr. SDNY); In re Genesis Global Capital, LLC, No. 23-10064 (SHL) (Bankr. SDNY); In re Genesis Asia Pacific PTE. LTD., No. 23-10065 (SHL) (Bankr. SDNY).

You are receiving this Ballot because our records indicate that, as of November 28, 2023 (the "<u>Voting Record Date</u>"), you are a Holder of BTC-Denominated Unsecured Claim against Genesis Global Holdco, LLC. Holders of BTC-Denominated Unsecured Claims against Genesis Global Holdco, LLC are Impaired under the Plan and are therefore entitled to vote to accept or reject the Plan. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. This Ballot may not be used for any purpose other than voting to accept or reject the Plan and making certifications with respect thereto.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of Claims in each Class that votes on the Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained (or if a Class of Claims or Equity Interests is deemed to reject the Plan), the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

Your rights are described in the Disclosure Statement. The Plan is <u>Exhibit A</u> to the Disclosure Statement. The Disclosure Statement, the Plan and certain other materials are included in the packet you are receiving with this Ballot (collectively, the "<u>Solicitation Package</u>"). You should carefully and thoroughly review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and classification and treatment of your Claim under the Plan. Your Claim has been placed in Class 4 – BTC-Denominated Unsecured Claims against Genesis Global Holdco, LLC. Holders of Allowed Class 4 BTC-Denominated Unsecured Claims against Genesis Global Holdco, LLC will receive Class 4 Treatment under Article III of the Plan.

VOTING INSTRUCTIONS

- 1. As described in the Disclosure Statement, the Debtors are soliciting the votes of Holders of Claims in Class 4 (BTC-Denominated Unsecured Claims against Genesis Global Holdco, LLC) with respect to the Plan. The Plan and Disclosure Statement are included in the Solicitation Package you are receiving with the Ballot. This Ballot may be used to vote on the Plan only. PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.
- 2. To ensure that your vote is counted, it must be <u>actually received</u> by the Solicitation Agent by the Voting Deadline. Vote by (i) indicating your decision either to accept or reject the Plan in Item 2 of the Ballot; (ii) reviewing the certifications and acknowledgements in Item 4 of the Ballot; and (iii) signing the Ballot.
- 3. In order to be included in the tabulation, a Ballot reflecting your vote must be actually received by the Solicitation Agent on or before the Voting Deadline. The Voting Deadline is January 10, 2024 at 4:00 P.M. (Prevailing Eastern Time). The Debtors strongly advise returning your Ballot as promptly as possible. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise or as permitted by the Bankruptcy Court. In all cases, Holders should allow sufficient time to assure timely delivery. The method of delivery of your Ballot to the Solicitation Agent is at your election and risk. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors.
- 4. If multiple Ballots are received from a single Holder with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will supersede and revoke any previously received Ballot.
- 5. This Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and make certifications with respect to the Ballots. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and the Debtors will not accept delivery of any such certificates or instruments surrendered together with a Ballot.
- 6. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or Interest; or (ii) an assertion or admission with respect to any Claim or Interest.
- 7. Please be sure to sign and date your Ballot. If your Class 4 BTC-Denominated Unsecured Claim against Genesis Global Holdco, LLC voted with this Ballot are held by a partnership, the Ballot should be executed in the name of the partnership by a general partner. If your Class 4 BTC-Denominated Unsecured Claim against Genesis Global Holdco, LLC is held by a corporation, the Ballot must be executed by an officer. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, please indicate such capacity when signing.

- 8. You must vote your entire BTC-Denominated Unsecured Claim either to accept or reject the Plan and <u>may not split your vote</u>. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
- 9. Any Ballot that is properly completed, executed and timely returned that fails to indicate acceptance or rejection of the Plan or that indicates both acceptance and rejection of the Plan will not be counted.
- 10. The following Ballots will **not be counted** in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (ii) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (iii) any unsigned Ballot; (iv) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; (v) any Ballot received after the Voting Deadline unless the Debtors determine otherwise; and (vi) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.
- 11. The Debtors and/or their agents shall have reasonable discretion to determine if a Ballot properly complies with these procedures and instructions.
- 12. Pursuant to Article VIII of the Plan, you will be deemed to have <u>conclusively</u>, <u>absolutely</u>, <u>unconditionally</u>, <u>irrevocably</u> and <u>forever released and discharged all Claims and Causes of Action</u> (as set forth in the Plan and as permitted by applicable law), against the Released <u>Parties</u> (as defined in the Plan) if you affirmatively (a) vote to accept the Plan and (b) opt in to the release provisions in Article VIII of the Plan.
- 13. If you affirmatively vote to accept the Plan and opt in to the releases under Article VIII of the Plan through your Ballot (regardless of whether you return a timely Ballot with respect to any other Class of Claims that does not affirmatively opt in to the releases or that rejects the Plan), you shall be deemed a Releasing Party (as defined in the Plan) across all Classes.
- 14. If you believe you have received the wrong Ballot or received this Ballot in error, please contact the Solicitation Agent immediately.
- 15. If you have received a Ballot listing an amount you believe to be incorrect, then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018 Motion") for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan on or before December 15, 2023. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the tabulation procedures approved by the Bankruptcy Court, regardless of the amount identified in Item 1 of the Ballot.
- 16. Unless otherwise directed by the Court, delivery of a defective or irregular Ballot will not be deemed to have been made until such defect or irregularity has been cured or waived by the Debtors. Any waiver by the Debtors of defects or irregularities in any Ballot will be detailed in the Voting Report filed with the Court by the Solicitation Agent. Neither the

Debtors, nor any other Person or Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots, nor will any of them incur any liability for failure to provide such notification.

17. If no votes in respect of Class 4 BTC-Denominated Unsecured Claims against Genesis Global Holdco, LLC to accept or reject the Plan are received, the Plan will be deemed accepted by such Class, unless the Court, for cause, orders otherwise. Accordingly, if you do not wish such a presumption with respect to Class 4 to become effective, you should timely submit the Ballot accepting or rejecting the Plan for such Class.

Please note that no fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan.

Nothing contained herein or in the enclosed documents shall render you or any other person the agent of the Debtors or of the Solicitation Agent, or authorize you or any other person to use any document or make any statement on behalf of any of them with respect to the Plan, except for the statements contained herein and in the enclosed documents.

Item 1. Amount of BTC-Denominated Unsecured Claims.

The undersigned hereby certifies that as of November 28, 2023, the Voting Record Date, the undersigned was the record Holder (or authorized signatory) of one or more BTC-Denominated Unsecured Claims against Genesis Global Holdco, LLC in the following aggregate principal amount:

Coins/USD_		

Item 2. Vote of Class 4 BTC-Denominated Unsecured Claim.

The undersigned Holder of the Class 4 BTC-Denominated Unsecured Claim in the amounts set forth in Item 1 votes to (*please check one box only*):

ACCEPT (vote for) the Plan	REJECT (vote against) the Plan

Item 3. Releases (OPTIONAL).

PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT THAT VOTES TO ACCEPT THE PLAN AND AFFIRMATIVELY OPT IN TO THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN, YOU WILL BE DEEMED, AS OF THE PLAN CONCLUSIVELY, **EFFECTIVE** DATE. TO HAVE ABSOLUTELY, UNCONDITIONALLY, **IRREVOCABLY AND FOREVER** RELEASED DISCHARGED ALL CLAIMS AND ALL CAUSES OF ACTION (AS SET FORTH IN THE PLAN AND AS PERMITTED BY APPLICABLE LAW) AGAINST THE RELEASED PARTIES (AS DEFINED IN THE PLAN).

If the Bankruptcy Court confirms the Plan, as of and subject to the occurrence of the Effective Date, certain release, injunction, and exculpation provisions set forth in Article VIII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article VIII of the Plan very carefully so that you understand how such provisions will affect you and any Claim(s) you may hold against the Released Parties under the Plan.

Complete this Item 3 only if you voted to ACCEPT the Plan in Item 2 above and wish to elect to opt in to the release provisions.

The undersigned Holder of BTC-Denominated Unsecured Claims in the amount identified in Item 1 above, having voted to accept the Plan:

Elects to **Opt In** to the release provisions.

IF YOU CHECK THE BOX ABOVE AND VOTE TO ACCEPT THE PLAN, YOU WILL BE DEEMED TO HAVE OPTED IN TO THE RELEASES IN ARTICLE VIII OF THE PLAN.

IMPORTANT INFORMATION REGARDING RELEASES:

THE RELEASE PROVISION IN ARTICLE VIII OF THE PLAN PROVIDES:³

Releases by the Debtors. Except as otherwise specifically provided in (a) the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released by the Debtors, their Estates, and the Wind-Down Debtors (as applicable), in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Person or its estate, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the

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The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan shall govern. You should read the Plan carefully before completing this Ballot.

issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.D of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article VIII.D, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

Releases by Releasing Parties. Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, to the fullest extent allowed by applicable law, each Releasing Party hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases each Debtor, Estate, Wind-Down Debtor, and Released Party from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Releasing Party or its estate, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument,

document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that except as expressly provided under the Plan, the foregoing releases shall not release obligations of the Debtors or the Wind-Down Debtors on account of any Allowed Claims that are treated under the Plan or obligations otherwise arising under any contract, agreement, or other business arrangement between any non-Debtor Releasing Party and any non-Debtor Released Party. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.E of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Releasing Parties set forth in Article VIII.E, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) an essential component of the Plan and the Restructuring; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases except as expressly set forth in the Plan.

Article VIII of the Plan provides for an exculpation (the "Exculpation"):

Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claim, Cause of Action, obligation, suit, judgment, damage, demand, loss, or liability for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, or the related agreements, instruments, and other documents

(including the Definitive Documents), the solicitation of votes with respect to the Plan, or the Restructuring, or any related contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Debtors' in or out-of-court restructuring efforts, the Disclosure Statement, the Plan, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Sales Process, including the issuance of or distribution of any property pursuant to the Plan and the Sales Process, the related agreements, instruments, and other documents (including the Definitive Documents), or upon any other act or omission, the transaction, agreement, event, or other occurrence taking place on or before the Effective Date related to the foregoing, except for claims related to any act or omission that is determined in a Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Confirmation Order shall provide that the Exculpated Parties (to the extent applicable) have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.F of the Plan shall, nor shall it be deemed to, release or exculpate any DCG Party.

Article VIII of the Plan provides for an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, together with their respective present or former employees, agents, officers, directors, principals, and Affiliates, are enjoined, from and after the Effective Date through and until the date on which all remaining property of the Debtors' Estates vested in the Wind-Down Debtors has been liquidated and distributed to Holders of Claims or otherwise in accordance with the terms of the Plan and the Plan Administration Agreement and the Plan has been fully administered, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Released Parties, or the Exculpated Parties (collectively, the "Enjoined Actions"): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims

or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan. Further, to the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Causes of Action released or exculpated pursuant to this Plan, including the Enjoined Actions, against any Released Party or Exculpated Party other than the Debtors or the Wind-Down Debtors. Nothing in the Plan or the Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

Under the Plan, Released Parties means: (i) the Debtors, (ii) the Ad Hoc Group SteerCo and its members (solely in their capacities as such), (iii) the Committee and its members (solely in their capacities as such), and (iv) each Related Party of each Entity described in the foregoing clauses (i)-(iii) (in each case, solely in its capacity as such); provided, however, that, notwithstanding anything to the contrary in the Plan, neither the DCG Parties nor any of the former employees, officers, or directors of the Debtors as of the Petition Date shall be Released Parties; and, provided, further, that any of the current or former employees, officers, or directors of the Debtors (solely in such Person's capacity as such) who served as an employee, officer, or director of the Debtors from or after the Petition Date, including any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date, shall be a Released Party only with the prior written consent and justifications of the Special Committee, which justifications shall be set forth in the Plan Supplement and which Persons shall be provided to the Ad Hoc Group Counsel and the Committee Counsel on a confidential, professional-eyes-only, basis, with the express exception of any current or former employees, officers, and directors of the Debtors who served as employees, officers, or directors of the Debtors as of the Petition Date and are or were also DCG Parties, which Persons shall not be Released Parties.

Under the Plan, *Releasing Parties* means each of the following: (i) all Released Parties and (ii) all Holders of Claims who affirmatively (a) cast a timely Ballot to accept the Plan with respect to any Claim held by such Holder (regardless of whether any such Holder casts a timely ballot to reject the Plan with respect to any other separately-classified Claims) and (b) opt into the releases provided by the Plan on their Ballots.

Under the Plan, *DCG Parties* means, collectively, DCG, DCGI, and each of their respective Affiliates and subsidiaries (excluding the Debtors and the Other Genesis Entities) and, in their capacities as such, all of their respective current and former officers and directors, principals,

shareholders, members, managers, partners, employees, agents, trustee, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, and management companies; *provided* that DCG Parties shall not include any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date.

Item 4. Certifications and Acknowledgements.

Upon execution of this Ballot, the undersigned Holder certifies that it:

- 1. was the Holder (or authorized signatory) of BTC-Denominated Unsecured Claims against Genesis Global Holdco, LLC in the amount set forth in Item 1 as of the Voting Record Date;
- 2. has received a copy of the Disclosure Statement, the Plan and the remainder of the Solicitation Package and acknowledges that the solicitation of votes for the Plan is subject to the terms and conditions set forth therein;
- 3. has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- 4. if it affirmatively (i) votes in favor of the Plan and (ii) opts in to the release provisions in Article VIII of the Plan, will be deemed to have consented to the release of the Released Parties pursuant to Article VIII of the Plan;
- 5. has cast the same vote with respect to all of the Holder's BTC-Denominated Unsecured Claims against Genesis Global Holdco, LLC;
- 6. understands the treatment provided for its BTC-Denominated Unsecured Claims against Genesis Global Holdco, LLC under the Plan;
- 7. understands the recoveries provided for in the Plan are expressly conditioned upon confirmation and consummation of the Plan;
- 8. acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary; <u>provided</u> that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required by the Bankruptcy Court or the Bankruptcy Code;
- 9. as of the Voting Record Date, (i) has not transferred any claim or interest in or related to the BTC-Denominated Unsecured Claims set forth in Item 1 and (ii) has not granted any Lien or encumbrance in the BTC-Denominated Unsecured Claims set forth in Item 1 that precludes the undersigned Holder from voting on the Plan or submitting this Ballot;
- 10. has full and complete authority to execute and submit this Ballot;

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- 11. understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, will be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the undersigned and will not be affected by, and will survive, the death or incapacity of the undersigned; and
- 12. understands and acknowledges that only the latest-received properly completed Ballot cast and actually received by the Solicitation Agent prior to the Voting Deadline with respect to the BTC-Denominated Unsecured Claims set forth in Item 1 will be counted, and, if any other Ballot has been previously cast with respect to BTC-Denominated Unsecured Claims set forth in Item 1, such other Ballot shall be deemed revoked.

The undersigned also certifies that it has access to the type of information necessary to evaluate whether to vote on the Plan.

Item 5. Holder Information and Signature.

Name of Holder:		
		(Print or Type)
Name of Proxy Holder for Holder (if applicable)	•	
		(Print or Type)
Social Security or Federal Tax I.D. No.:		
		(Optional)
Signature:		
Name of Signatory:		
		(Print or Type)
Title:		
		(If applicable)
Address:		
Telephone:	()	
Email:		
Date Completed:		

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT TO THE SOLICITATION AGENT BY:

VOTING DEADLINE: JANUARY 10, 2024 AT 4:00 P.M. (EASTERN TIME)

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is <u>actually received</u> by the Solicitation Agent by no later than January 10, 2024 at 4:00 P.M. (Eastern Time), unless such Voting Deadline is extended by the Debtors. Please submit a Ballot with your vote by:

Submitting Your Vote Online through the Online Portal

The Solicitation Agent will accept properly completed Ballots online through the Online Portal. To submit your customized electronic Ballot via the Online Portal, visit https://restructuring.ra.kroll.com/genesis and click on the "Submit E-Ballot" section of the website. Follow the instructions to submit your customized electronic Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Kroll's Online Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.

If your Ballot is not received by Kroll on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

If you vote via the Online Portal, you SHOULD NOT also submit the hard copy version of your Ballot.

If by First Class Mail, Overnight Courier or Hand Delivery:

Genesis Global Holdco, LLC Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 Third Avenue, Suite 412 Brooklyn, NY 11232

To arrange for hand delivery of your Ballot, please email genesisballots@ra.kroll.com (with "Genesis Ballot—Hand Delivery" in the subject line) at least 24 hours prior to arrival and provide the anticipated date and time of delivery.

THIS BALLOT WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE OR OTHER ELECTRONIC MEANS.

YOUR BALLOT MUST BE <u>ACTUALLY RECEIVED</u> BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM (WITH "GENESIS BALLOTS" IN THE SUBJECT LINE). PLEASE BE ADVISED THAT THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.

Exhibit I

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

Genesis Global Holdco, LLC, et al., 1

Case No.: 23-10063 (SHL)

Debtors.

Jointly Administered

BALLOT FOR VOTING TO ACCEPT OR REJECT THE DEBTORS' AMENDED JOINT CHAPTER 11 PLAN

CLASS 5: ETH-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS ASIA PACIFIC PTE. LTD.

IMPORTANT

- PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.
- THIS BALLOT IS EXCLUSIVELY FOR USE BY HOLDERS OF CLASS 5 ETH-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS ASIA PACIFIC PTE. LTD.
- THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE <u>ACTUALLY RECEIVED</u> BY THE DEBTORS' SOLICITATION AGENT, KROLL RESTRUCTURING ADMINISTRATION ("<u>KROLL</u>" OR THE "<u>SOLICITATION AGENT</u>") BY 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024 (THE "VOTING DEADLINE").
- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND HOLDERS OF CLAIMS OR INTERESTS REGARDLESS OF WHETHER YOU HAVE TRANSMITTED YOUR VOTE.
- YOU MUST VOTE THE ENTIRE AMOUNT OF YOUR CLAIM EITHER TO ACCEPT (I.E., VOTE IN FAVOR OF) OR REJECT (I.E., VOTE AGAINST) THE PLAN, AND YOU MAY NOT SPLIT YOUR VOTE.

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564) ("GGC"); and Genesis Asia Pacific Pte. Ltd. (2164R) ("GAP"). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

- IF YOU HOLD CLAIMS IN A CLASS OTHER THAN CLASS 5 (ETH-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS ASIA PACIFIC PTE. LTD.), YOU MAY RECEIVE MORE THAN ONE BALLOT OR SOLICITATION PACKAGE, LABELED FOR A DIFFERENT CLASS OF CLAIMS. YOUR VOTE WILL BE COUNTED IN DETERMINING ACCEPTANCE OR REJECTION OF THE PLAN BY A PARTICULAR CLASS OF CLAIMS ONLY IF YOU COMPLETE, SIGN, AND RETURN THE BALLOT LABELED FOR SUCH CLASS OF CLAIMS IN ACCORDANCE WITH THE INSTRUCTIONS ON THAT BALLOT.
- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS' SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.
- NO HOLDER OF A CLAIM WILL BE ENTITLED TO ANY DISTRIBUTION UNDER THE PLAN UNTIL SUCH TIME AS THEIR CLAIM HAS BEEN ALLOWED.
- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS SENT WITH THIS BALLOT.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² are soliciting votes with respect to the *Debtors' Amended Joint Chapter 11 Plan*, dated November 28, 2023 [ECF No. 989] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Plan") through their *Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et al., Under Chapter 11 of the Bankruptcy Code, dated December 6, 2023 [ECF No. 1031] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Disclosure Statement")*, in connection with the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), styled *In re Genesis Global Holdco, LLC, et al.*, Chapter 11 Case No. 23-10063 (SHL) (jointly administered), currently pending before the Bankruptcy Court (the "Chapter 11 Cases"). Capitalized terms used in this ballot (the "Ballot") or the attached instructions that are not otherwise defined herein have the meanings ascribed to them in the Plan.

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² In re Genesis Global Holdco, LLC, No. 23-10063 (SHL) (Bankr. SDNY); In re Genesis Global Capital, LLC, No. 23-10064 (SHL) (Bankr. SDNY); In re Genesis Asia Pacific PTE. LTD., No. 23-10065 (SHL) (Bankr. SDNY).

You are receiving this Ballot because our records indicate that, as of November 28, 2023 (the "Voting Record Date"), you are a Holder of ETH-Denominated Unsecured Claim against Genesis Asia Pacific Pte. Ltd. Holders of ETH-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. are Impaired under the Plan and are therefore entitled to vote to accept or reject the Plan. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. This Ballot may not be used for any purpose other than voting to accept or reject the Plan and making certifications with respect thereto.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of Claims in each Class that votes on the Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained (or if a Class of Claims or Equity Interests is deemed to reject the Plan), the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

Your rights are described in the Disclosure Statement. The Plan is <u>Exhibit A</u> to the Disclosure Statement. The Disclosure Statement, the Plan and certain other materials are included in the packet you are receiving with this Ballot (collectively, the "<u>Solicitation Package</u>"). You should carefully and thoroughly review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and classification and treatment of your Claim under the Plan. Your Claim has been placed in Class 5 – ETH-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. Holders of Allowed Class 5 ETH-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. will receive Class 5 Treatment under Article III of the Plan.

VOTING INSTRUCTIONS

- 1. As described in the Disclosure Statement, the Debtors are soliciting the votes of Holders of Claims in Class 5 (ETH-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd.) with respect to the Plan. The Plan and Disclosure Statement are included in the Solicitation Package you are receiving with the Ballot. This Ballot may be used to vote on the Plan only. PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.
- 2. To ensure that your vote is counted, it must be <u>actually received</u> by the Solicitation Agent by the Voting Deadline. Vote by (i) indicating your decision either to accept or reject the Plan in Item 2 of the Ballot; (ii) reviewing the certifications and acknowledgements in Item 4 of the Ballot; and (iii) signing the Ballot.
- 3. In order to be included in the tabulation, a Ballot reflecting your vote must be actually received by the Solicitation Agent on or before the Voting Deadline. The Voting Deadline is January 10, 2024 at 4:00 P.M. (Prevailing Eastern Time). The Debtors strongly advise returning your Ballot as promptly as possible. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise or as permitted by the Bankruptcy Court. In all cases, Holders should allow sufficient time to assure timely delivery. The method of delivery of your Ballot to the Solicitation Agent is at your election and risk. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors.
- 4. If multiple Ballots are received from a single Holder with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will supersede and revoke any previously received Ballot.
- 5. This Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and make certifications with respect to the Ballots. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and the Debtors will not accept delivery of any such certificates or instruments surrendered together with a Ballot.
- 6. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or Interest; or (ii) an assertion or admission with respect to any Claim or Interest.
- 7. Please be sure to sign and date your Ballot. If your Class 5 ETH-Denominated Unsecured Claim against [[Genesis Global Holdco, LLC / Genesis Global Capital, LLC / Genesis Asia Pacific Pte. Ltd.]] voted with this Ballot are held by a partnership, the Ballot should be executed in the name of the partnership by a general partner. If your Class 5 ETH-Denominated Unsecured Claim against Genesis Asia Pacific Pte. Ltd. is held by a corporation, the Ballot must be executed by an officer. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, please indicate such capacity when signing.

- 8. You must vote your entire ETH-Denominated Unsecured Claim either to accept or reject the Plan and <u>may not split your vote</u>. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
- 9. Any Ballot that is properly completed, executed and timely returned that fails to indicate acceptance or rejection of the Plan or that indicates both acceptance and rejection of the Plan will not be counted.
- 10. The following Ballots will **not be counted** in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (ii) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (iii) any unsigned Ballot; (iv) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; (v) any Ballot received after the Voting Deadline unless the Debtors determine otherwise; and (vi) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.
- 11. The Debtors and/or their agents shall have reasonable discretion to determine if a Ballot properly complies with these procedures and instructions.
- 12. Pursuant to Article VIII of the Plan, you will be deemed to have <u>conclusively</u>, <u>absolutely</u>, <u>unconditionally</u>, <u>irrevocably</u> and <u>forever released and discharged all Claims and Causes of Action</u> (as set forth in the Plan and as permitted by applicable law), against the Released <u>Parties</u> (as defined in the Plan) if you affirmatively (a) vote to accept the Plan and (b) opt in to the release provisions in Article VIII of the Plan.
- 13. If you affirmatively vote to accept the Plan and opt in to the releases under Article VIII of the Plan through your Ballot (regardless of whether you return a timely Ballot with respect to any other Class of Claims that does not affirmatively opt in to the releases or that rejects the Plan), you shall be deemed a Releasing Party (as defined in the Plan) across all Classes.
- 14. If you believe you have received the wrong Ballot or received this Ballot in error, please contact the Solicitation Agent immediately.
- 15. If you have received a Ballot listing an amount you believe to be incorrect, then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018 Motion") for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan on or before December 15, 2023. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the tabulation procedures approved by the Bankruptcy Court, regardless of the amount identified in Item 1 of the Ballot.
- 16. Unless otherwise directed by the Court, delivery of a defective or irregular Ballot will not be deemed to have been made until such defect or irregularity has been cured or waived by the Debtors. Any waiver by the Debtors of defects or irregularities in any Ballot will be detailed in the Voting Report filed with the Court by the Solicitation Agent. Neither the

Debtors, nor any other Person or Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots, nor will any of them incur any liability for failure to provide such notification.

17. If no votes in respect of Class 5 ETH-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. to accept or reject the Plan are received, the Plan will be deemed accepted by such Class, unless the Court, for cause, orders otherwise. Accordingly, if you do not wish such a presumption with respect to Class 5 to become effective, you should timely submit the Ballot accepting or rejecting the Plan for such Class.

Please note that no fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan.

Nothing contained herein or in the enclosed documents shall render you or any other person the agent of the Debtors or of the Solicitation Agent, or authorize you or any other person to use any document or make any statement on behalf of any of them with respect to the Plan, except for the statements contained herein and in the enclosed documents.

Item 1. Amount of ETH-Denominated Unsecured Claims.

The undersigned hereby certifies that as of November 28, 2023, the Voting Record Date, the undersigned was the record Holder (or authorized signatory) of one or more ETH-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. in the following aggregate principal amount:

Coins/USD

Item 2. Vote of Class 5 ETH-Denominated Unsecured Claim.

The undersigned Holder of the Class 5 ETH-Denominated Unsecured Claim in the amounts set forth in Item 1 votes to (*please check one box only*):

ACCEPT (vote for) the Plan	REJECT (vote against) the Plan

Item 3. Releases (OPTIONAL).

PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT THAT VOTES TO ACCEPT THE PLAN AND AFFIRMATIVELY OPT IN TO OF THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN, YOU WILL BE DEEMED, AS OF THE PLAN **EFFECTIVE** DATE. TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, **IRREVOCABLY AND FOREVER** RELEASED DISCHARGED ALL CLAIMS AND ALL CAUSES OF ACTION (AS SET FORTH IN THE PLAN AND AS PERMITTED BY APPLICABLE LAW) AGAINST THE RELEASED PARTIES (AS DEFINED IN THE PLAN).

If the Bankruptcy Court confirms the Plan, as of and subject to the occurrence of the Effective Date, certain release, injunction, and exculpation provisions set forth in Article VIII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article VIII of the Plan very carefully so that you understand how such provisions will affect you and any Claim(s) you may hold against the Released Parties under the Plan.

Complete this Item 3 only if you voted to ACCEPT the Plan in Item 2 above and wish to elect to opt in to the release provisions.

The undersigned Holder of ETH-Denominated Unsecured Claims in the amount identified in Item 1 above, having voted to accept the Plan:

Elects to **Opt In** to the release provisions.

IF YOU CHECK THE BOX ABOVE AND VOTE TO ACCEPT THE PLAN, YOU WILL BE DEEMED TO HAVE OPTED IN TO THE RELEASES IN ARTICLE VIII OF THE PLAN

IMPORTANT INFORMATION REGARDING RELEASES:

THE RELEASE PROVISION IN ARTICLE VIII OF THE PLAN PROVIDES:³

Releases by the Debtors. Except as otherwise specifically provided in (a) the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released by the Debtors, their Estates, and the Wind-Down Debtors (as applicable), in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Person or its estate, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the

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The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan shall govern. You should read the Plan carefully before completing this Ballot.

issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.D of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article VIII.D of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

Releases by Releasing Parties. Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, to the fullest extent allowed by applicable law, each Releasing Party hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases each Debtor, Estate, Wind-Down Debtor, and Released Party from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Releasing Party or its estate, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument,

document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that except as expressly provided under the Plan, the foregoing releases shall not release obligations of the Debtors or the Wind-Down Debtors on account of any Allowed Claims that are treated under the Plan or obligations otherwise arising under any contract, agreement, or other business arrangement between any non-Debtor Releasing Party and any non-Debtor Released Party. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.E of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Releasing Parties set forth in Article VIII.E of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) an essential component of the Plan and the Restructuring; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases except as expressly set forth in the Plan.

Article VIII of the Plan provides for an exculpation (the "Exculpation"):

Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claim, Cause of Action, obligation, suit, judgment, damage, demand, loss, or liability for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, or the related agreements, instruments, and other documents

(including the Definitive Documents), the solicitation of votes with respect to the Plan, or the Restructuring, or any related contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Debtors' in or out-of-court restructuring efforts, the Disclosure Statement, the Plan, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Sales Process, including the issuance of or distribution of any property pursuant to the Plan and the Sales Process, the related agreements, instruments, and other documents (including the Definitive Documents), or upon any other act or omission, the transaction, agreement, event, or other occurrence taking place on or before the Effective Date related to the foregoing, except for claims related to any act or omission that is determined in a Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Confirmation Order shall provide that the Exculpated Parties (to the extent applicable) have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.F of the Plan shall, nor shall it be deemed to, release or exculpate any DCG Party.

Article VIII of the Plan provides for an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, together with their respective present or former employees, agents, officers, directors, principals, and Affiliates, are enjoined, from and after the Effective Date through and until the date on which all remaining property of the Debtors' Estates vested in the Wind-Down Debtors has been liquidated and distributed to Holders of Claims or otherwise in accordance with the terms of the Plan and the Plan Administration Agreement and the Plan has been fully administered, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Released Parties, or the Exculpated Parties (collectively, the "Enjoined Actions"): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims

or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan. Further, to the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Causes of Action released or exculpated pursuant to this Plan, including the Enjoined Actions, against any Released Party or Exculpated Party other than the Debtors or the Wind-Down Debtors. Nothing in the Plan or the Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

Under the Plan, Released Parties means: (i) the Debtors, (ii) the Ad Hoc Group SteerCo and its members (solely in their capacities as such), (iii) the Committee and its members (solely in their capacities as such), and (iv) each Related Party of each Entity described in the foregoing clauses (i)-(iii) (in each case, solely in its capacity as such); provided, however, that, notwithstanding anything to the contrary in the Plan, neither the DCG Parties nor any of the former employees, officers, or directors of the Debtors as of the Petition Date shall be Released Parties; and, provided, further, that any of the current or former employees, officers, or directors of the Debtors (solely in such Person's capacity as such) who served as an employee, officer, or director of the Debtors from or after the Petition Date, including any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date, shall be a Released Party only with the prior written consent and justifications of the Special Committee, which justifications shall be set forth in the Plan Supplement and which Persons shall be provided to the Ad Hoc Group Counsel and the Committee Counsel on a confidential, professional-eyes-only, basis, with the express exception of any current or former employees, officers, and directors of the Debtors who served as employees, officers, or directors of the Debtors as of the Petition Date and are or were also DCG Parties, which Persons shall not be Released Parties.

Under the Plan, *Releasing Parties* means each of the following: (i) all Released Parties and (ii) all Holders of Claims who affirmatively (a) cast a timely Ballot to accept the Plan with respect to any Claim held by such Holder (regardless of whether any such Holder casts a timely ballot to reject the Plan with respect to any other separately-classified Claims) and (b) opt into the releases provided by the Plan on their Ballots.

Under the Plan, *DCG Parties* means, collectively, DCG, DCGI, and each of their respective Affiliates and subsidiaries (excluding the Debtors and the Other Genesis Entities) and, in their capacities as such, all of their respective current and former officers and directors, principals,

shareholders, members, managers, partners, employees, agents, trustee, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, and management companies; *provided* that DCG Parties shall not include any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date.

Item 4. Certifications and Acknowledgements.

Upon execution of this Ballot, the undersigned Holder certifies that it:

- 1. was the Holder (or authorized signatory) of ETH-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. in the amount set forth in Item 1 as of the Voting Record Date:
- 2. has received a copy of the Disclosure Statement, the Plan and the remainder of the Solicitation Package and acknowledges that the solicitation of votes for the Plan is subject to the terms and conditions set forth therein;
- 3. has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- 4. if it affirmatively (i) votes in favor of the Plan and (ii) opts in to the release provisions in Article VIII of the Plan, will be deemed to have consented to the release of the Released Parties pursuant to Article VIII of the Plan;
- 5. has cast the same vote with respect to all of the Holder's ETH-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd.;
- 6. understands the treatment provided for its ETH-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. under the Plan;
- 7. understands the recoveries provided for in the Plan are expressly conditioned upon confirmation and consummation of the Plan;
- 8. acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary; <u>provided</u> that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required by the Bankruptcy Court or the Bankruptcy Code;
- 9. as of the Voting Record Date, (i) has not transferred any claim or interest in or related to the ETH-Denominated Unsecured Claims set forth in Item 1 and (ii) has not granted any Lien or encumbrance in the ETH-Denominated Unsecured Claims set forth in Item 1 that precludes the undersigned Holder from voting on the Plan or submitting this Ballot;
- 10. has full and complete authority to execute and submit this Ballot;

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- 11. understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, will be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the undersigned and will not be affected by, and will survive, the death or incapacity of the undersigned; and
- 12. understands and acknowledges that only the latest-received properly completed Ballot cast and actually received by the Solicitation Agent prior to the Voting Deadline with respect to the ETH-Denominated Unsecured Claims set forth in Item 1 will be counted, and, if any other Ballot has been previously cast with respect to ETH-Denominated Unsecured Claims set forth in Item 1, such other Ballot shall be deemed revoked.

The undersigned also certifies that it has access to the type of information necessary to evaluate whether to vote on the Plan.

Item 5. Holder Information and Signature.

Name of Holder:			
		(Print or Type)	
Name of Proxy Holder for Holder (if applica	_		
		(Print or Type)	
Social Security or Fed	deral Tax I.D. No.:		
·	_	(Optional)	
Signature:			
Name of Signatory:			
		(Print or Type)	
Title:			
		(If applicable)	
Address:			
Telephone:	()		
Email:			
Date Completed:			

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT TO THE SOLICITATION AGENT BY:

VOTING DEADLINE: JANUARY 10, 2024 AT 4:00 P.M. (EASTERN TIME)

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is <u>actually received</u> by the Solicitation Agent by no later than January 10, 2024 at 4:00 P.M. (Eastern Time), unless such Voting Deadline is extended by the Debtors. Please submit a Ballot with your vote by:

Submitting Your Vote Online through the Online Portal

The Solicitation Agent will accept properly completed Ballots online through the Online Portal. To submit your customized electronic Ballot via the Online Portal, visit https://restructuring.ra.kroll.com/genesis and click on the "Submit E-Ballot" section of the website. Follow the instructions to submit your customized electronic Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Kroll's Online Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.

If your Ballot is not received by Kroll on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

If you vote via the Online Portal, you SHOULD NOT also submit the hard copy version of your Ballot.

If by First Class Mail, Overnight Courier or Hand Delivery:

Genesis Global Holdco, LLC Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 Third Avenue, Suite 412 Brooklyn, NY 11232

To arrange for hand delivery of your Ballot, please email genesisballots@ra.kroll.com (with "Genesis Ballot—Hand Delivery" in the subject line) at least 24 hours prior to arrival and provide the anticipated date and time of delivery.

THIS BALLOT WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE OR OTHER ELECTRONIC MEANS.

YOUR BALLOT MUST BE <u>ACTUALLY RECEIVED</u> BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM (WITH "GENESIS BALLOTS" IN THE SUBJECT LINE). PLEASE BE ADVISED THAT THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.

Exhibit J

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

Genesis Global Holdco, LLC, et al., 1

Case No.: 23-10063 (SHL)

Debtors.

Jointly Administered

BALLOT FOR VOTING TO ACCEPT OR REJECT THE DEBTORS' AMENDED JOINT CHAPTER 11 PLAN

CLASS 5: ETH-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL CAPITAL, LLC

IMPORTANT

- PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY <u>BEFORE</u> COMPLETING THIS BALLOT.
- THIS BALLOT IS EXCLUSIVELY FOR USE BY HOLDERS OF CLASS 5 ETH-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL CAPITAL, LLC.
- THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE <u>ACTUALLY RECEIVED</u> BY THE DEBTORS' SOLICITATION AGENT, KROLL RESTRUCTURING ADMINISTRATION ("<u>KROLL</u>" OR THE "<u>SOLICITATION AGENT</u>") BY 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024 (THE "VOTING DEADLINE").
- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND HOLDERS OF CLAIMS OR INTERESTS REGARDLESS OF WHETHER YOU HAVE TRANSMITTED YOUR VOTE.
- YOU MUST VOTE THE ENTIRE AMOUNT OF YOUR CLAIM EITHER TO ACCEPT (I.E., VOTE IN FAVOR OF) OR REJECT (I.E., VOTE AGAINST) THE PLAN, AND YOU MAY NOT SPLIT YOUR VOTE.

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564) ("GGC"); and Genesis Asia Pacific Pte. Ltd. (2164R) ("GAP"). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

- IF YOU HOLD CLAIMS IN A CLASS OTHER THAN CLASS 5 (ETH-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL CAPITAL, LLC), YOU MAY RECEIVE MORE THAN ONE BALLOT OR SOLICITATION PACKAGE, LABELED FOR A DIFFERENT CLASS OF CLAIMS. YOUR VOTE WILL BE COUNTED IN DETERMINING ACCEPTANCE OR REJECTION OF THE PLAN BY A PARTICULAR CLASS OF CLAIMS ONLY IF YOU COMPLETE, SIGN, AND RETURN THE BALLOT LABELED FOR SUCH CLASS OF CLAIMS IN ACCORDANCE WITH THE INSTRUCTIONS ON THAT BALLOT.
- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS' SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.
- NO HOLDER OF A CLAIM WILL BE ENTITLED TO ANY DISTRIBUTION UNDER THE PLAN UNTIL SUCH TIME AS THEIR CLAIM HAS BEEN ALLOWED.
- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS SENT WITH THIS BALLOT.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² are soliciting votes with respect to the *Debtors' Amended Joint Chapter 11 Plan*, dated November 28, 2023 [ECF No. 989] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Plan") through their *Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et al.*, *Under Chapter 11 of the Bankruptcy Code*, dated December 6, 2023 [ECF No. 1031] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Disclosure Statement"), in connection with the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), styled *In re Genesis Global Holdco, LLC, et al.*, Chapter 11 Case No. 23-10063 (SHL) (jointly administered), currently pending before the Bankruptcy Court (the "Chapter 11 Cases"). Capitalized terms used in this ballot (the "Ballot") or the attached instructions that are not otherwise defined herein have the meanings ascribed to them in the Plan.

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² In re Genesis Global Holdco, LLC, No. 23-10063 (SHL) (Bankr. SDNY); In re Genesis Global Capital, LLC, No. 23-10064 (SHL) (Bankr. SDNY); In re Genesis Asia Pacific PTE. LTD., No. 23-10065 (SHL) (Bankr. SDNY).

You are receiving this Ballot because our records indicate that, as of November 28, 2023 (the "<u>Voting Record Date</u>"), you are a Holder of ETH-Denominated Unsecured Claim against Genesis Global Capital, LLC. Holders of ETH-Denominated Unsecured Claims against Genesis Global Capital, LLC are Impaired under the Plan and are therefore entitled to vote to accept or reject the Plan. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. This Ballot may not be used for any purpose other than voting to accept or reject the Plan and making certifications with respect thereto.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of Claims in each Class that votes on the Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained (or if a Class of Claims or Equity Interests is deemed to reject the Plan), the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

Your rights are described in the Disclosure Statement. The Plan is <u>Exhibit A</u> to the Disclosure Statement. The Disclosure Statement, the Plan and certain other materials are included in the packet you are receiving with this Ballot (collectively, the "<u>Solicitation Package</u>"). You should carefully and thoroughly review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and classification and treatment of your Claim under the Plan. Your Claim has been placed in Class 5 – ETH-Denominated Unsecured Claims against Genesis Global Capital, LLC. Holders of Allowed Class 5 ETH-Denominated Unsecured Claims against Genesis Global Capital, LLC will receive Class 5 Treatment under Article III of the Plan.

VOTING INSTRUCTIONS

- 1. As described in the Disclosure Statement, the Debtors are soliciting the votes of Holders of Claims in Class 5 (ETH-Denominated Unsecured Claims against Genesis Global Capital, LLC) with respect to the Plan. The Plan and Disclosure Statement are included in the Solicitation Package you are receiving with the Ballot. This Ballot may be used to vote on the Plan only. PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.
- 2. To ensure that your vote is counted, it must be <u>actually received</u> by the Solicitation Agent by the Voting Deadline. Vote by (i) indicating your decision either to accept or reject the Plan in Item 2 of the Ballot; (ii) reviewing the certifications and acknowledgements in Item 4 of the Ballot; and (iii) signing the Ballot.
- 3. In order to be included in the tabulation, a Ballot reflecting your vote must be actually received by the Solicitation Agent on or before the Voting Deadline. The Voting Deadline is January 10, 2024 at 4:00 P.M. (Prevailing Eastern Time). The Debtors strongly advise returning your Ballot as promptly as possible. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise or as permitted by the Bankruptcy Court. In all cases, Holders should allow sufficient time to assure timely delivery. The method of delivery of your Ballot to the Solicitation Agent is at your election and risk. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors.
- 4. If multiple Ballots are received from a single Holder with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will supersede and revoke any previously received Ballot.
- 5. This Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and make certifications with respect to the Ballots. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and the Debtors will not accept delivery of any such certificates or instruments surrendered together with a Ballot.
- 6. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or Interest; or (ii) an assertion or admission with respect to any Claim or Interest.
- 7. Please be sure to sign and date your Ballot. If your Class 5 ETH-Denominated Unsecured Claim against Genesis Global Capital, LLC voted with this Ballot are held by a partnership, the Ballot should be executed in the name of the partnership by a general partner. If your Class 5 ETH-Denominated Unsecured Claim against Genesis Global Capital, LLC is held by a corporation, the Ballot must be executed by an officer. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, please indicate such capacity when signing.

- 8. You must vote your entire ETH-Denominated Unsecured Claim either to accept or reject the Plan and <u>may not split your vote</u>. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
- Any Ballot that is properly completed, executed and timely returned that fails to indicate
 acceptance or rejection of the Plan or that indicates both acceptance and rejection of the
 Plan will not be counted.
- 10. The following Ballots will **not be counted** in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (ii) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (iii) any unsigned Ballot; (iv) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; (v) any Ballot received after the Voting Deadline unless the Debtors determine otherwise; and (vi) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.
- 11. The Debtors and/or their agents shall have reasonable discretion to determine if a Ballot properly complies with these procedures and instructions.
- 12. Pursuant to Article VIII of the Plan, you will be deemed to have <u>conclusively</u>, <u>absolutely</u>, <u>unconditionally</u>, <u>irrevocably</u> and <u>forever released and discharged all Claims and Causes of Action</u> (as set forth in the Plan and as permitted by applicable law), against the Released <u>Parties</u> (as defined in the Plan) if you affirmatively (a) vote to accept the Plan and (b) opt in to the release provisions in Article VIII of the Plan.
- 13. If you affirmatively vote to accept the Plan and opt in to the releases under Article VIII of the Plan through your Ballot (regardless of whether you return a timely Ballot with respect to any other Class of Claims that does not affirmatively opt in to the releases or that rejects the Plan), you shall be deemed a Releasing Party (as defined in the Plan) across all Classes.
- 14. If you believe you have received the wrong Ballot or received this Ballot in error, please contact the Solicitation Agent immediately.
- 15. If you have received a Ballot listing an amount you believe to be incorrect, then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018 Motion") for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan on or before December 15, 2023. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the tabulation procedures approved by the Bankruptcy Court, regardless of the amount identified in Item 1 of the Ballot.
- 16. Unless otherwise directed by the Court, delivery of a defective or irregular Ballot will not be deemed to have been made until such defect or irregularity has been cured or waived by the Debtors. Any waiver by the Debtors of defects or irregularities in any Ballot will be detailed in the Voting Report filed with the Court by the Solicitation Agent. Neither the

Debtors, nor any other Person or Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots, nor will any of them incur any liability for failure to provide such notification.

17. If no votes in respect of Class 5 ETH-Denominated Unsecured Claims against Genesis Global Capital, LLC to accept or reject the Plan are received, the Plan will be deemed accepted by such Class, unless the Court, for cause, orders otherwise. Accordingly, if you do not wish such a presumption with respect to Class 5 to become effective, you should timely submit the Ballot accepting or rejecting the Plan for such Class.

Please note that no fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan.

Nothing contained herein or in the enclosed documents shall render you or any other person the agent of the Debtors or of the Solicitation Agent, or authorize you or any other person to use any document or make any statement on behalf of any of them with respect to the Plan, except for the statements contained herein and in the enclosed documents.

Item 1. Amount of ETH-Denominated Unsecured Claims.

The undersigned hereby certifies that as of November 28, 2023, the Voting Record Date, the undersigned was the record Holder (or authorized signatory) of one or more ETH-Denominated Unsecured Claims against Genesis Global Capital, LLC in the following aggregate principal amount:

Coins/USD_		

Item 2. Vote of Class 5 ETH-Denominated Unsecured Claim.

The undersigned Holder of the Class 5 ETH-Denominated Unsecured Claim in the amounts set forth in Item 1 votes to (*please check one box only*):

ACCEPT (vote for) the Plan	REJECT (vote against) the Plan

Item 3. Releases (OPTIONAL).

PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT THAT VOTES TO ACCEPT THE PLAN AND AFFIRMATIVELY OPT IN TO OF THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN, YOU WILL BE DEEMED, AS OF THE PLAN CONCLUSIVELY, **EFFECTIVE** DATE. TO HAVE ABSOLUTELY, **AND** UNCONDITIONALLY, **IRREVOCABLY FOREVER** RELEASED DISCHARGED ALL CLAIMS AND ALL CAUSES OF ACTION (AS SET FORTH IN THE PLAN AND AS PERMITTED BY APPLICABLE LAW) AGAINST THE RELEASED PARTIES (AS DEFINED IN THE PLAN).

If the Bankruptcy Court confirms the Plan, as of and subject to the occurrence of the Effective Date, certain release, injunction, and exculpation provisions set forth in Article VIII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article VIII of the Plan very carefully so that you understand how such provisions will affect you and any Claim(s) you may hold against the Released Parties under the Plan.

Complete this Item 3 only if you voted to ACCEPT the Plan in Item 2 above and wish to elect to opt in to the release provisions.

The undersigned Holder of ETH-Denominated Unsecured Claims in the amount identified in Item 1 above, having voted to accept the Plan:

Elects to **Opt In** to the release provisions.

IF YOU CHECK THE BOX ABOVE AND VOTE TO ACCEPT THE PLAN, YOU WILL BE DEEMED TO HAVE OPTED IN TO THE RELEASES IN ARTICLE VIII OF THE PLAN

IMPORTANT INFORMATION REGARDING RELEASES:

THE RELEASE PROVISION IN ARTICLE VIII OF THE PLAN PROVIDES:³

Releases by the Debtors. Except as otherwise specifically provided in (a) the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released by the Debtors, their Estates, and the Wind-Down Debtors (as applicable), in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Person or its estate, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the

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The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan shall govern. You should read the Plan carefully before completing this Ballot.

issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.D of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article VIII.D of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

Releases by Releasing Parties. Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, to the fullest extent allowed by applicable law, each Releasing Party hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases each Debtor, Estate, Wind-Down Debtor, and Released Party from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Releasing Party or its estate, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument,

document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that except as expressly provided under the Plan, the foregoing releases shall not release obligations of the Debtors or the Wind-Down Debtors on account of any Allowed Claims that are treated under the Plan or obligations otherwise arising under any contract, agreement, or other business arrangement between any non-Debtor Releasing Party and any non-Debtor Released Party. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.E of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Releasing Parties set forth in Article VIII.E of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) an essential component of the Plan and the Restructuring; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases except as expressly set forth in the Plan.

Article VIII of the Plan provides for an exculpation (the "Exculpation"):

Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claim, Cause of Action, obligation, suit, judgment, damage, demand, loss, or liability for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, or the related agreements, instruments, and other documents

(including the Definitive Documents), the solicitation of votes with respect to the Plan, or the Restructuring, or any related contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Debtors' in or out-of-court restructuring efforts, the Disclosure Statement, the Plan, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Sales Process, including the issuance of or distribution of any property pursuant to the Plan and the Sales Process, the related agreements, instruments, and other documents (including the Definitive Documents), or upon any other act or omission, the transaction, agreement, event, or other occurrence taking place on or before the Effective Date related to the foregoing, except for claims related to any act or omission that is determined in a Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Confirmation Order shall provide that the Exculpated Parties (to the extent applicable) have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.F of the Plan shall, nor shall it be deemed to, release or exculpate any DCG Party.

Article VIII of the Plan provides for an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, together with their respective present or former employees, agents, officers, directors, principals, and Affiliates, are enjoined, from and after the Effective Date through and until the date on which all remaining property of the Debtors' Estates vested in the Wind-Down Debtors has been liquidated and distributed to Holders of Claims or otherwise in accordance with the terms of the Plan and the Plan Administration Agreement and the Plan has been fully administered, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Released Parties, or the Exculpated Parties (collectively, the "Enjoined Actions"): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims

or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan. Further, to the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Causes of Action released or exculpated pursuant to this Plan, including the Enjoined Actions, against any Released Party or Exculpated Party other than the Debtors or the Wind-Down Debtors. Nothing in the Plan or the Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

Under the Plan, Released Parties means: (i) the Debtors, (ii) the Ad Hoc Group SteerCo and its members (solely in their capacities as such), (iii) the Committee and its members (solely in their capacities as such), and (iv) each Related Party of each Entity described in the foregoing clauses (i)-(iii) (in each case, solely in its capacity as such); provided, however, that, notwithstanding anything to the contrary in the Plan, neither the DCG Parties nor any of the former employees, officers, or directors of the Debtors as of the Petition Date shall be Released Parties; and, provided, further, that any of the current or former employees, officers, or directors of the Debtors (solely in such Person's capacity as such) who served as an employee, officer, or director of the Debtors from or after the Petition Date, including any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date, shall be a Released Party only with the prior written consent and justifications of the Special Committee, which justifications shall be set forth in the Plan Supplement and which Persons shall be provided to the Ad Hoc Group Counsel and the Committee Counsel on a confidential, professional-eyes-only, basis, with the express exception of any current or former employees, officers, and directors of the Debtors who served as employees, officers, or directors of the Debtors as of the Petition Date and are or were also DCG Parties, which Persons shall not be Released Parties.

Under the Plan, *Releasing Parties* means each of the following: (i) all Released Parties and (ii) all Holders of Claims who affirmatively (a) cast a timely Ballot to accept the Plan with respect to any Claim held by such Holder (regardless of whether any such Holder casts a timely ballot to reject the Plan with respect to any other separately-classified Claims) and (b) opt into the releases provided by the Plan on their Ballots.

Under the Plan, *DCG Parties* means, collectively, DCG, DCGI, and each of their respective Affiliates and subsidiaries (excluding the Debtors and the Other Genesis Entities) and, in their capacities as such, all of their respective current and former officers and directors, principals,

shareholders, members, managers, partners, employees, agents, trustee, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, and management companies; *provided* that DCG Parties shall not include any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date.

Item 4. Certifications and Acknowledgements.

Upon execution of this Ballot, the undersigned Holder certifies that it:

- 1. was the Holder (or authorized signatory) of ETH-Denominated Unsecured Claims against Genesis Global Capital, LLC in the amount set forth in Item 1 as of the Voting Record Date:
- 2. has received a copy of the Disclosure Statement, the Plan and the remainder of the Solicitation Package and acknowledges that the solicitation of votes for the Plan is subject to the terms and conditions set forth therein;
- 3. has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- 4. if it affirmatively (i) votes in favor of the Plan and (ii) opts in to the release provisions in Article VIII of the Plan, will be deemed to have consented to the release of the Released Parties pursuant to Article VIII of the Plan;
- 5. has cast the same vote with respect to all of the Holder's ETH-Denominated Unsecured Claims against Genesis Global Capital, LLC;
- 6. understands the treatment provided for its ETH-Denominated Unsecured Claims against Genesis Global Capital, LLC under the Plan;
- 7. understands the recoveries provided for in the Plan are expressly conditioned upon confirmation and consummation of the Plan;
- 8. acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary; <u>provided</u> that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required by the Bankruptcy Court or the Bankruptcy Code;
- 9. as of the Voting Record Date, (i) has not transferred any claim or interest in or related to the ETH-Denominated Unsecured Claims set forth in Item 1 and (ii) has not granted any Lien or encumbrance in the ETH-Denominated Unsecured Claims set forth in Item 1 that precludes the undersigned Holder from voting on the Plan or submitting this Ballot;
- 10. has full and complete authority to execute and submit this Ballot;

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- 11. understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, will be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the undersigned and will not be affected by, and will survive, the death or incapacity of the undersigned; and
- 12. understands and acknowledges that only the latest-received properly completed Ballot cast and actually received by the Solicitation Agent prior to the Voting Deadline with respect to the ETH-Denominated Unsecured Claims set forth in Item 1 will be counted, and, if any other Ballot has been previously cast with respect to ETH-Denominated Unsecured Claims set forth in Item 1, such other Ballot shall be deemed revoked.

The undersigned also certifies that it has access to the type of information necessary to evaluate whether to vote on the Plan.

Item 5. Holder Information and Signature.

Name of Holder:			
		(Print or Type)	
Name of Proxy Holder of for Holder (if applicable	_		
		(Print or Type)	
Social Security or Federa	al Tax I.D. No.:		
•		(Optional)	
Signature:			
Name of Signatory:			
		(Print or Type)	
Title:			
		(If applicable)	
Address:			
Telephone: (_)		
Email:			
Date Completed:			

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT TO THE SOLICITATION AGENT BY:

VOTING DEADLINE: JANUARY 10, 2024 AT 4:00 P.M. (EASTERN TIME)

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is <u>actually received</u> by the Solicitation Agent by no later than January 10, 2024 at 4:00 P.M. (Eastern Time), unless such Voting Deadline is extended by the Debtors. Please submit a Ballot with your vote by:

Submitting Your Vote Online through the Online Portal

The Solicitation Agent will accept properly completed Ballots online through the Online Portal. To submit your customized electronic Ballot via the Online Portal, visit https://restructuring.ra.kroll.com/genesis and click on the "Submit E-Ballot" section of the website. Follow the instructions to submit your customized electronic Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Kroll's Online Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.

If your Ballot is not received by Kroll on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

If you vote via the Online Portal, you SHOULD NOT also submit the hard copy version of your Ballot.

If by First Class Mail, Overnight Courier or Hand Delivery:

Genesis Global Holdco, LLC Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 Third Avenue, Suite 412 Brooklyn, NY 11232

To arrange for hand delivery of your Ballot, please email genesisballots@ra.kroll.com (with "Genesis Ballot—Hand Delivery" in the subject line) at least 24 hours prior to arrival and provide the anticipated date and time of delivery.

THIS BALLOT WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE OR OTHER ELECTRONIC MEANS.

YOUR BALLOT MUST BE <u>ACTUALLY RECEIVED</u> BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM (WITH "GENESIS BALLOTS" IN THE SUBJECT LINE). PLEASE BE ADVISED THAT THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.

Exhibit K

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

Genesis Global Holdco, LLC, et al., 1

Case No.: 23-10063 (SHL)

Debtors.

Jointly Administered

BALLOT FOR VOTING TO ACCEPT OR REJECT THE DEBTORS' AMENDED JOINT CHAPTER 11 PLAN

CLASS 5: ETH-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL HOLDCO, LLC

IMPORTANT

- PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.
- THIS BALLOT IS EXCLUSIVELY FOR USE BY HOLDERS OF CLASS 5 ETH-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL HOLDCO, LLC.
- THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE <u>ACTUALLY RECEIVED</u> BY THE DEBTORS' SOLICITATION AGENT, KROLL RESTRUCTURING ADMINISTRATION ("<u>KROLL</u>" OR THE "<u>SOLICITATION AGENT</u>") BY 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024 (THE "<u>VOTING DEADLINE</u>").
- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND HOLDERS OF CLAIMS OR INTERESTS REGARDLESS OF WHETHER YOU HAVE TRANSMITTED YOUR VOTE.
- YOU MUST VOTE THE ENTIRE AMOUNT OF YOUR CLAIM EITHER TO ACCEPT (I.E., VOTE IN FAVOR OF) OR REJECT (I.E., VOTE AGAINST) THE PLAN, AND YOU MAY NOT SPLIT YOUR VOTE.

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564) ("GGC"); and Genesis Asia Pacific Pte. Ltd. (2164R) ("GAP"). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

- IF YOU HOLD CLAIMS IN A CLASS OTHER THAN CLASS 5 (ETH-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL HOLDCO, LLC), YOU MAY RECEIVE MORE THAN ONE BALLOT OR SOLICITATION PACKAGE, LABELED FOR A DIFFERENT CLASS OF CLAIMS. YOUR VOTE WILL BE COUNTED IN DETERMINING ACCEPTANCE OR REJECTION OF THE PLAN BY A PARTICULAR CLASS OF CLAIMS ONLY IF YOU COMPLETE, SIGN, AND RETURN THE BALLOT LABELED FOR SUCH CLASS OF CLAIMS IN ACCORDANCE WITH THE INSTRUCTIONS ON THAT BALLOT.
- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS' SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.
- NO HOLDER OF A CLAIM WILL BE ENTITLED TO ANY DISTRIBUTION UNDER THE PLAN UNTIL SUCH TIME AS THEIR CLAIM HAS BEEN ALLOWED.
- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS SENT WITH THIS BALLOT.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² are soliciting votes with respect to the *Debtors' Amended Joint Chapter 11 Plan*, dated November 28, 2023 [ECF No. 989] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Plan") through their *Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et al., Under Chapter 11 of the Bankruptcy Code, dated December 6, 2023 [ECF No. 1031] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Disclosure Statement")*, in connection with the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), styled *In re Genesis Global Holdco, LLC, et al.*, Chapter 11 Case No. 23-10063 (SHL) (jointly administered), currently pending before the Bankruptcy Court (the "Chapter 11 Cases"). Capitalized terms used in this ballot (the "Ballot") or the attached instructions that are not otherwise defined herein have the meanings ascribed to them in the Plan.

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² In re Genesis Global Holdco, LLC, No. 23-10063 (SHL) (Bankr. SDNY); In re Genesis Global Capital, LLC, No. 23-10064 (SHL) (Bankr. SDNY); In re Genesis Asia Pacific PTE. LTD., No. 23-10065 (SHL) (Bankr. SDNY).

You are receiving this Ballot because our records indicate that, as of November 28, 2023 (the "<u>Voting Record Date</u>"), you are a Holder of ETH-Denominated Unsecured Claim against Genesis Global Holdco, LLC. Holders of ETH-Denominated Unsecured Claims against Genesis Global Holdco, LLC are Impaired under the Plan and are therefore entitled to vote to accept or reject the Plan. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. This Ballot may not be used for any purpose other than voting to accept or reject the Plan and making certifications with respect thereto.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of Claims in each Class that votes on the Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained (or if a Class of Claims or Equity Interests is deemed to reject the Plan), the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

Your rights are described in the Disclosure Statement. The Plan is <u>Exhibit A</u> to the Disclosure Statement. The Disclosure Statement, the Plan and certain other materials are included in the packet you are receiving with this Ballot (collectively, the "<u>Solicitation Package</u>"). You should carefully and thoroughly review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and classification and treatment of your Claim under the Plan. Your Claim has been placed in Class 5 – ETH-Denominated Unsecured Claims against Genesis Global Holdco, LLC. Holders of Allowed Class 5 ETH-Denominated Unsecured Claims against Genesis Global Holdco, LLC will receive Class 5 Treatment under Article III of the Plan.

VOTING INSTRUCTIONS

- 1. As described in the Disclosure Statement, the Debtors are soliciting the votes of Holders of Claims in Class 5 (ETH-Denominated Unsecured Claims against Genesis Global Holdco, LLC) with respect to the Plan. The Plan and Disclosure Statement are included in the Solicitation Package you are receiving with the Ballot. This Ballot may be used to vote on the Plan only. PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.
- 2. To ensure that your vote is counted, it must be <u>actually received</u> by the Solicitation Agent by the Voting Deadline. Vote by (i) indicating your decision either to accept or reject the Plan in Item 2 of the Ballot; (ii) reviewing the certifications and acknowledgements in Item 4 of the Ballot; and (iii) signing the Ballot.
- 3. In order to be included in the tabulation, a Ballot reflecting your vote must be <u>actually received</u> by the Solicitation Agent on or before the Voting Deadline. The Voting Deadline is January 10, 2024 at 4:00 P.M. (Prevailing Eastern Time). The Debtors strongly advise returning your Ballot as promptly as possible. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise or as permitted by the Bankruptcy Court. In all cases, Holders should allow sufficient time to assure timely delivery. The method of delivery of your Ballot to the Solicitation Agent is at your election and risk. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors.
- 4. If multiple Ballots are received from a single Holder with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will supersede and revoke any previously received Ballot.
- 5. This Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and make certifications with respect to the Ballots. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and the Debtors will not accept delivery of any such certificates or instruments surrendered together with a Ballot.
- 6. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or Interest; or (ii) an assertion or admission with respect to any Claim or Interest.
- 7. Please be sure to sign and date your Ballot. If your Class 5 ETH-Denominated Unsecured Claim against Genesis Global Holdco, LLC voted with this Ballot are held by a partnership, the Ballot should be executed in the name of the partnership by a general partner. If your Class 5 ETH-Denominated Unsecured Claim against Genesis Global Holdco, LLC is held by a corporation, the Ballot must be executed by an officer. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, please indicate such capacity when signing.

- 8. You must vote your entire ETH-Denominated Unsecured Claim either to accept or reject the Plan and <u>may not split your vote</u>. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
- Any Ballot that is properly completed, executed and timely returned that fails to indicate
 acceptance or rejection of the Plan or that indicates both acceptance and rejection of the
 Plan will not be counted.
- 10. The following Ballots will **not be counted** in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (ii) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (iii) any unsigned Ballot; (iv) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; (v) any Ballot received after the Voting Deadline unless the Debtors determine otherwise; and (vi) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.
- 11. The Debtors and/or their agents shall have reasonable discretion to determine if a Ballot properly complies with these procedures and instructions.
- 12. Pursuant to Article VIII of the Plan, you will be deemed to have <u>conclusively</u>, <u>absolutely</u>, <u>unconditionally</u>, <u>irrevocably</u> and <u>forever released and discharged all Claims and Causes of Action</u> (as set forth in the Plan and as permitted by applicable law), against the Released <u>Parties</u> (as defined in the Plan) if you affirmatively (a) vote to accept the Plan and (b) opt in to the release provisions in Article VIII of the Plan.
- 13. If you affirmatively vote to accept the Plan and opt in to the releases under Article VIII of the Plan through your Ballot (regardless of whether you return a timely Ballot with respect to any other Class of Claims that does not affirmatively opt in to the releases or that rejects the Plan), you shall be deemed a Releasing Party (as defined in the Plan) across all Classes.
- 14. If you believe you have received the wrong Ballot or received this Ballot in error, please contact the Solicitation Agent immediately.
- 15. If you have received a Ballot listing an amount you believe to be incorrect, then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018 Motion") for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan on or before December 15, 2023. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the tabulation procedures approved by the Bankruptcy Court, regardless of the amount identified in Item 1 of the Ballot.
- 16. Unless otherwise directed by the Court, delivery of a defective or irregular Ballot will not be deemed to have been made until such defect or irregularity has been cured or waived by the Debtors. Any waiver by the Debtors of defects or irregularities in any Ballot will be detailed in the Voting Report filed with the Court by the Solicitation Agent. Neither the

Debtors, nor any other Person or Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots, nor will any of them incur any liability for failure to provide such notification.

17. If no votes in respect of Class 5 ETH-Denominated Unsecured Claims against Genesis Global Holdco, LLC to accept or reject the Plan are received, the Plan will be deemed accepted by such Class, unless the Court, for cause, orders otherwise. Accordingly, if you do not wish such a presumption with respect to Class 5 to become effective, you should timely submit the Ballot accepting or rejecting the Plan for such Class.

Please note that no fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan.

Nothing contained herein or in the enclosed documents shall render you or any other person the agent of the Debtors or of the Solicitation Agent, or authorize you or any other person to use any document or make any statement on behalf of any of them with respect to the Plan, except for the statements contained herein and in the enclosed documents.

Item 1. Amount of ETH-Denominated Unsecured Claims.

The undersigned hereby certifies that as of November 28, 2023, the Voting Record Date, the undersigned was the record Holder (or authorized signatory) of one or more ETH-Denominated Unsecured Claims against Genesis Global Holdco, LLC in the following aggregate principal amount:

Coins/USD_	
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Item 2. Vote of Class 5 ETH-Denominated Unsecured Claim.

The undersigned Holder of the Class 5 ETH-Denominated Unsecured Claim in the amounts set forth in Item 1 votes to (*please check one box only*):

ACCEPT (vote for) the Plan	REJECT (vote against) the Plan

Item 3. Releases (OPTIONAL).

PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT THAT VOTES TO ACCEPT THE PLAN AND AFFIRMATIVELY OPT IN TO OF THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN, YOU WILL BE DEEMED, AS OF THE PLAN CONCLUSIVELY, **EFFECTIVE** DATE. TO HAVE ABSOLUTELY, UNCONDITIONALLY, **IRREVOCABLY AND FOREVER** RELEASED DISCHARGED ALL CLAIMS AND ALL CAUSES OF ACTION (AS SET FORTH IN THE PLAN AND AS PERMITTED BY APPLICABLE LAW) AGAINST THE RELEASED PARTIES (AS DEFINED IN THE PLAN).

If the Bankruptcy Court confirms the Plan, as of and subject to the occurrence of the Effective Date, certain release, injunction, and exculpation provisions set forth in Article VIII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article VIII of the Plan very carefully so that you understand how such provisions will affect you and any Claim(s) you may hold against the Released Parties under the Plan.

Complete this Item 3 only if you voted to ACCEPT the Plan in Item 2 above and wish to elect to opt in to the release provisions.

The undersigned Holder of ETH-Denominated Unsecured Claims in the amount identified in Item 1 above, having voted to accept the Plan:

Elects to **Opt In** to the release provisions.

IF YOU CHECK THE BOX ABOVE AND VOTE TO ACCEPT THE PLAN, YOU WILL BE DEEMED TO HAVE OPTED IN TO THE RELEASES IN ARTICLE VIII OF THE PLAN

IMPORTANT INFORMATION REGARDING RELEASES:

THE RELEASE PROVISION IN ARTICLE VIII OF THE PLAN PROVIDES:³

Releases by the Debtors. Except as otherwise specifically provided in (a) the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released by the Debtors, their Estates, and the Wind-Down Debtors (as applicable), in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Person or its estate, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the

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The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan shall govern. You should read the Plan carefully before completing this Ballot.

issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.D of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article VIII.D of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

Releases by Releasing Parties. Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, to the fullest extent allowed by applicable law, each Releasing Party hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases each Debtor, Estate, Wind-Down Debtor, and Released Party from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Releasing Party or its estate, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument,

document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that except as expressly provided under the Plan, the foregoing releases shall not release obligations of the Debtors or the Wind-Down Debtors on account of any Allowed Claims that are treated under the Plan or obligations otherwise arising under any contract, agreement, or other business arrangement between any non-Debtor Releasing Party and any non-Debtor Released Party. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.E of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Releasing Parties set forth in Article VIII.E of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) an essential component of the Plan and the Restructuring; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases except as expressly set forth in the Plan.

Article VIII of the Plan provides for an exculpation (the "Exculpation"):

Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claim, Cause of Action, obligation, suit, judgment, damage, demand, loss, or liability for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, or the related agreements, instruments, and other documents

(including the Definitive Documents), the solicitation of votes with respect to the Plan, or the Restructuring, or any related contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Debtors' in or out-of-court restructuring efforts, the Disclosure Statement, the Plan, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Sales Process, including the issuance of or distribution of any property pursuant to the Plan and the Sales Process, the related agreements, instruments, and other documents (including the Definitive Documents), or upon any other act or omission, the transaction, agreement, event, or other occurrence taking place on or before the Effective Date related to the foregoing, except for claims related to any act or omission that is determined in a Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Confirmation Order shall provide that the Exculpated Parties (to the extent applicable) have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.F of the Plan shall, nor shall it be deemed to, release or exculpate any DCG Party.

Article VIII of the Plan provides for an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, together with their respective present or former employees, agents, officers, directors, principals, and Affiliates, are enjoined, from and after the Effective Date through and until the date on which all remaining property of the Debtors' Estates vested in the Wind-Down Debtors has been liquidated and distributed to Holders of Claims or otherwise in accordance with the terms of the Plan and the Plan Administration Agreement and the Plan has been fully administered, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Released Parties, or the Exculpated Parties (collectively, the "Enjoined Actions"): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims

or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan. Further, to the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Causes of Action released or exculpated pursuant to this Plan, including the Enjoined Actions, against any Released Party or Exculpated Party other than the Debtors or the Wind-Down Debtors. Nothing in the Plan or the Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

Under the Plan, Released Parties means: (i) the Debtors, (ii) the Ad Hoc Group SteerCo and its members (solely in their capacities as such), (iii) the Committee and its members (solely in their capacities as such), and (iv) each Related Party of each Entity described in the foregoing clauses (i)-(iii) (in each case, solely in its capacity as such); provided, however, that, notwithstanding anything to the contrary in the Plan, neither the DCG Parties nor any of the former employees, officers, or directors of the Debtors as of the Petition Date shall be Released Parties; and, provided, further, that any of the current or former employees, officers, or directors of the Debtors (solely in such Person's capacity as such) who served as an employee, officer, or director of the Debtors from or after the Petition Date, including any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date, shall be a Released Party only with the prior written consent and justifications of the Special Committee, which justifications shall be set forth in the Plan Supplement and which Persons shall be provided to the Ad Hoc Group Counsel and the Committee Counsel on a confidential, professional-eyes-only, basis, with the express exception of any current or former employees, officers, and directors of the Debtors who served as employees, officers, or directors of the Debtors as of the Petition Date and are or were also DCG Parties, which Persons shall not be Released Parties.

Under the Plan, *Releasing Parties* means each of the following: (i) all Released Parties and (ii) all Holders of Claims who affirmatively (a) cast a timely Ballot to accept the Plan with respect to any Claim held by such Holder (regardless of whether any such Holder casts a timely ballot to reject the Plan with respect to any other separately-classified Claims) and (b) opt into the releases provided by the Plan on their Ballots.

Under the Plan, *DCG Parties* means, collectively, DCG, DCGI, and each of their respective Affiliates and subsidiaries (excluding the Debtors and the Other Genesis Entities) and, in their capacities as such, all of their respective current and former officers and directors, principals,

shareholders, members, managers, partners, employees, agents, trustee, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, and management companies; *provided* that DCG Parties shall not include any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date.

Item 4. Certifications and Acknowledgements.

Upon execution of this Ballot, the undersigned Holder certifies that it:

- 1. was the Holder (or authorized signatory) of ETH-Denominated Unsecured Claims against Genesis Global Holdco, LLC in the amount set forth in Item 1 as of the Voting Record Date:
- 2. has received a copy of the Disclosure Statement, the Plan and the remainder of the Solicitation Package and acknowledges that the solicitation of votes for the Plan is subject to the terms and conditions set forth therein;
- 3. has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- 4. if it affirmatively (i) votes in favor of the Plan and (ii) opts in to the release provisions in Article VIII of the Plan, will be deemed to have consented to the release of the Released Parties pursuant to Article VIII of the Plan;
- 5. has cast the same vote with respect to all of the Holder's ETH-Denominated Unsecured Claims against Genesis Global Holdco, LLC;
- 6. understands the treatment provided for its ETH-Denominated Unsecured Claims against Genesis Global Holdco, LLC under the Plan;
- 7. understands the recoveries provided for in the Plan are expressly conditioned upon confirmation and consummation of the Plan;
- 8. acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary; <u>provided</u> that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required by the Bankruptcy Court or the Bankruptcy Code;
- 9. as of the Voting Record Date, (i) has not transferred any claim or interest in or related to the ETH-Denominated Unsecured Claims set forth in Item 1 and (ii) has not granted any Lien or encumbrance in the ETH-Denominated Unsecured Claims set forth in Item 1 that precludes the undersigned Holder from voting on the Plan or submitting this Ballot;
- 10. has full and complete authority to execute and submit this Ballot;

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- 11. understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, will be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the undersigned and will not be affected by, and will survive, the death or incapacity of the undersigned; and
- 12. understands and acknowledges that only the latest-received properly completed Ballot cast and actually received by the Solicitation Agent prior to the Voting Deadline with respect to the ETH-Denominated Unsecured Claims set forth in Item 1 will be counted, and, if any other Ballot has been previously cast with respect to ETH-Denominated Unsecured Claims set forth in Item 1, such other Ballot shall be deemed revoked.

The undersigned also certifies that it has access to the type of information necessary to evaluate whether to vote on the Plan.

Item 5. Holder Information and Signature.

Name of Holder:			
		(Print or Type)	
Name of Proxy Hold for Holder (if applica	•		
		(Print or Type)	
Social Security or Fe	deral Tax I.D. No.:		
·	_	(Optional)	
Signature:			
Name of Signatory:			
		(Print or Type)	
Title:			
		(If applicable)	
Address:			
Telephone:	()		
Email:			
Date Completed:			

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT TO THE SOLICITATION AGENT BY:

VOTING DEADLINE: JANUARY 10, 2024 AT 4:00 P.M. (EASTERN TIME)

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is <u>actually received</u> by the Solicitation Agent by no later than January 10, 2024 at 4:00 P.M. (Eastern Time), unless such Voting Deadline is extended by the Debtors. Please submit a Ballot with your vote by:

Submitting Your Vote Online through the Online Portal

The Solicitation Agent will accept properly completed Ballots online through the Online Portal. To submit your customized electronic Ballot via the Online Portal, visit https://restructuring.ra.kroll.com/genesis and click on the "Submit E-Ballot" section of the website. Follow the instructions to submit your customized electronic Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#:

Kroll's Online Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.

If your Ballot is not received by Kroll on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

If you vote via the Online Portal, you SHOULD NOT also submit the hard copy version of your Ballot.

If by First Class Mail, Overnight Courier or Hand Delivery:

Genesis Global Holdco, LLC Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 Third Avenue, Suite 412 Brooklyn, NY 11232

To arrange for hand delivery of your Ballot, please email genesisballots@ra.kroll.com (with "Genesis Ballot—Hand Delivery" in the subject line) at least 24 hours prior to arrival and provide the anticipated date and time of delivery.

THIS BALLOT WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE OR OTHER ELECTRONIC MEANS.

YOUR BALLOT MUST BE <u>ACTUALLY RECEIVED</u> BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM (WITH "GENESIS BALLOTS" IN THE SUBJECT LINE). PLEASE BE ADVISED THAT THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.

Exhibit L

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

Genesis Global Holdco, LLC, et al., 1

Case No.: 23-10063 (SHL)

Debtors.

Jointly Administered

BALLOT FOR VOTING TO ACCEPT OR REJECT THE DEBTORS' AMENDED JOINT CHAPTER 11 PLAN

CLASS 6: ALT-COIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS ASIA PACIFIC PTE. LTD.

IMPORTANT

- PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.
- THIS BALLOT IS EXCLUSIVELY FOR USE BY HOLDERS OF CLASS 6 ALT-COIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS ASIA PACIFIC PTE. LTD.
- THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE <u>ACTUALLY RECEIVED</u> BY THE DEBTORS' SOLICITATION AGENT, KROLL RESTRUCTURING ADMINISTRATION ("<u>KROLL</u>" OR THE "<u>SOLICITATION AGENT</u>") BY 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024 (THE "VOTING DEADLINE").
- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND HOLDERS OF CLAIMS OR INTERESTS REGARDLESS OF WHETHER YOU HAVE TRANSMITTED YOUR VOTE.
- YOU MUST VOTE THE ENTIRE AMOUNT OF YOUR CLAIM EITHER TO ACCEPT (I.E., VOTE IN FAVOR OF) OR REJECT (I.E., VOTE AGAINST) THE PLAN, AND YOU MAY NOT SPLIT YOUR VOTE.

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564) ("GGC"); and Genesis Asia Pacific Pte. Ltd. (2164R) ("GAP"). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

- IF YOU HOLD CLAIMS IN A CLASS OTHER THAN CLASS 6 (ALT-COIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS ASIA PACIFIC PTE. LTD.), YOU MAY RECEIVE MORE THAN ONE BALLOT OR SOLICITATION PACKAGE, LABELED FOR A DIFFERENT CLASS OF CLAIMS. YOUR VOTE WILL BE COUNTED IN DETERMINING ACCEPTANCE OR REJECTION OF THE PLAN BY A PARTICULAR CLASS OF CLAIMS ONLY IF YOU COMPLETE, SIGN, AND RETURN THE BALLOT LABELED FOR SUCH CLASS OF CLAIMS IN ACCORDANCE WITH THE INSTRUCTIONS ON THAT BALLOT.
- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS' SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.
- NO HOLDER OF A CLAIM WILL BE ENTITLED TO ANY DISTRIBUTION UNDER THE PLAN UNTIL SUCH TIME AS THEIR CLAIM HAS BEEN ALLOWED.
- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS SENT WITH THIS BALLOT.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² are soliciting votes with respect to the *Debtors' Amended Joint Chapter 11 Plan*, dated November 28, 2023 [ECF No. 989] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Plan") through their *Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et al.*, *Under Chapter 11 of the Bankruptcy Code*, dated December 6, 2023 [ECF No. 1031] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Disclosure Statement"), in connection with the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), styled *In re Genesis Global Holdco, LLC, et al.*, Chapter 11 Case No. 23-10063 (SHL) (jointly administered), currently pending before the Bankruptcy Court (the "Chapter 11 Cases"). Capitalized terms used in this ballot (the "Ballot") or the attached instructions that are not otherwise defined herein have the meanings ascribed to them in the Plan.

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² In re Genesis Global Holdco, LLC, No. 23-10063 (SHL) (Bankr. SDNY); In re Genesis Global Capital, LLC, No. 23-10064 (SHL) (Bankr. SDNY); In re Genesis Asia Pacific PTE. LTD., No. 23-10065 (SHL) (Bankr. SDNY).

You are receiving this Ballot because our records indicate that, as of November 28, 2023 (the "Voting Record Date"), you are a Holder of Alt-Coin-Denominated Unsecured Claim against Genesis Asia Pacific Pte. Ltd. Holders of Alt-Coin-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. are Impaired under the Plan and are therefore entitled to vote to accept or reject the Plan. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. This Ballot may not be used for any purpose other than voting to accept or reject the Plan and making certifications with respect thereto.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of Claims in each Class that votes on the Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained (or if a Class of Claims or Equity Interests is deemed to reject the Plan), the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

Your rights are described in the Disclosure Statement. The Plan is <u>Exhibit A</u> to the Disclosure Statement. The Disclosure Statement, the Plan and certain other materials are included in the packet you are receiving with this Ballot (collectively, the "<u>Solicitation Package</u>"). You should carefully and thoroughly review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and classification and treatment of your Claim under the Plan. Your Claim has been placed in Class 6 – Alt-Coin-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. Holders of Allowed Class 6 Alt-Coin-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. will receive Class 6 Treatment under Article III of the Plan.

VOTING INSTRUCTIONS

- 1. As described in the Disclosure Statement, the Debtors are soliciting the votes of Holders of Claims in Class 6 (Alt-Coin-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd.) with respect to the Plan. The Plan and Disclosure Statement are included in the Solicitation Package you are receiving with the Ballot. This Ballot may be used to vote on the Plan only. PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.
- 2. To ensure that your vote is counted, it must be <u>actually received</u> by the Solicitation Agent by the Voting Deadline. Vote by (i) indicating your decision either to accept or reject the Plan in Item 2 of the Ballot; (ii) reviewing the certifications and acknowledgements in Item 4 of the Ballot; and (iii) signing the Ballot.
- 3. In order to be included in the tabulation, a Ballot reflecting your vote must be actually received by the Solicitation Agent on or before the Voting Deadline. The Voting Deadline is January 10, 2024 at 4:00 P.M. (Prevailing Eastern Time). The Debtors strongly advise returning your Ballot as promptly as possible. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise or as permitted by the Bankruptcy Court. In all cases, Holders should allow sufficient time to assure timely delivery. The method of delivery of your Ballot to the Solicitation Agent is at your election and risk. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors.
- 4. If multiple Ballots are received from a single Holder with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will supersede and revoke any previously received Ballot.
- 5. This Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and make certifications with respect to the Ballots. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and the Debtors will not accept delivery of any such certificates or instruments surrendered together with a Ballot.
- 6. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or Interest; or (ii) an assertion or admission with respect to any Claim or Interest.
- 7. Please be sure to sign and date your Ballot. If your Class 6 Alt-Coin-Denominated Unsecured Claim against Genesis Asia Pacific Pte. Ltd. voted with this Ballot is held by a partnership, the Ballot should be executed in the name of the partnership by a general partner. If your Class 6 Alt-Coin-Denominated Unsecured Claim against Genesis Asia Pacific Pte. Ltd. is held by a corporation, the Ballot must be executed by an officer. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, please indicate such capacity when signing.

- 8. You must vote your entire Alt-Coin-Denominated Unsecured Claim either to accept or reject the Plan and <u>may not split your vote</u>. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
- 9. Any Ballot that is properly completed, executed and timely returned that fails to indicate acceptance or rejection of the Plan or that indicates both acceptance and rejection of the Plan will not be counted.
- 10. The following Ballots will **not be counted** in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (ii) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (iii) any unsigned Ballot; (iv) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; (v) any Ballot received after the Voting Deadline unless the Debtors determine otherwise; and (vi) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.
- 11. The Debtors and/or their agents shall have reasonable discretion to determine if a Ballot properly complies with these procedures and instructions.
- 12. Pursuant to Article VIII of the Plan, you will be deemed to have <u>conclusively</u>, <u>absolutely</u>, <u>unconditionally</u>, <u>irrevocably</u> and <u>forever released and discharged all Claims and Causes of Action</u> (as set forth in the Plan and as permitted by applicable law), against the Released <u>Parties</u> (as defined in the Plan) if you affirmatively (a) vote to accept the Plan and (b) opt in to the release provisions in Article VIII of the Plan.
- 13. If you affirmatively vote to accept the Plan and opt in to the releases under Article VIII of the Plan through your Ballot (regardless of whether you return a timely Ballot with respect to any other Class of Claims that does not affirmatively opt in to the releases or that rejects the Plan), you shall be deemed a Releasing Party (as defined in the Plan) across all Classes.
- 14. If you believe you have received the wrong Ballot or received this Ballot in error, please contact the Solicitation Agent immediately.
- 15. If you have received a Ballot listing an amount you believe to be incorrect, then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018 Motion") for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan on or before December 15, 2023. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the tabulation procedures approved by the Bankruptcy Court, regardless of the amount identified in Item 1 of the Ballot.
- 16. Unless otherwise directed by the Court, delivery of a defective or irregular Ballot will not be deemed to have been made until such defect or irregularity has been cured or waived by the Debtors. Any waiver by the Debtors of defects or irregularities in any Ballot will be detailed in the Voting Report filed with the Court by the Solicitation Agent. Neither the

Debtors, nor any other Person or Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots, nor will any of them incur any liability for failure to provide such notification.

17. If no votes in respect of Class 6 Alt-Coin-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. to accept or reject the Plan are received, the Plan will be deemed accepted by such Class, unless the Court, for cause, orders otherwise. Accordingly, if you do not wish such a presumption with respect to Class 6 to become effective, you should timely submit the Ballot accepting or rejecting the Plan for such Class.

Please note that no fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan.

Nothing contained herein or in the enclosed documents shall render you or any other person the agent of the Debtors or of the Solicitation Agent, or authorize you or any other person to use any document or make any statement on behalf of any of them with respect to the Plan, except for the statements contained herein and in the enclosed documents.

Item 1. Amount of Alt-Coin-Denominated Unsecured Claims.

The undersigned hereby certifies that as of November 28, 2023, the Voting Record Date, the undersigned was the record Holder (or authorized signatory) of one or more Alt-Coin-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. in the following aggregate principal amount:

Coins/USD		
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Item 2. Vote of Class 6 Alt-Coin-Denominated Unsecured Claim.

The undersigned Holder of the Class 6 Alt-Coin-Denominated Unsecured Claim in the amount set forth in Item 1 votes to (*please check one box only*):

ACCEPT (vote for) the Plan	REJECT (vote against) the Plan

Item 3. Releases (OPTIONAL).

PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT THAT VOTES TO ACCEPT THE PLAN AND AFFIRMATIVELY OPT IN TO THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN, YOU WILL BE DEEMED, AS OF THE PLAN CONCLUSIVELY, **EFFECTIVE** DATE. TO **HAVE** ABSOLUTELY. UNCONDITIONALLY, **IRREVOCABLY AND FOREVER** RELEASED DISCHARGED ALL CLAIMS AND ALL CAUSES OF ACTION (AS SET FORTH IN THE PLAN AND AS PERMITTED BY APPLICABLE LAW) AGAINST THE RELEASED PARTIES (AS DEFINED IN THE PLAN).

If the Bankruptcy Court confirms the Plan, as of and subject to the occurrence of the Effective Date, certain release, injunction, and exculpation provisions set forth in Article VIII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article VIII of the Plan very carefully so that you understand how such provisions will affect you and any Claim(s) you may hold against the Released Parties under the Plan.

Complete this Item 3 only if you voted to ACCEPT the Plan in Item 2 above and wish to elect to opt in to the release provisions.

The undersigned Holder of Alt-Coin-Denominated Unsecured Claims in the amount identified in Item 1 above, having voted to accept the Plan:

Elects to **Opt In** to the release provisions.

IF YOU CHECK THE BOX ABOVE AND VOTE TO ACCEPT THE PLAN, YOU WILL BE DEEMED TO HAVE OPTED IN TO THE RELEASES IN ARTICLE VIII OF THE PLAN.

IMPORTANT INFORMATION REGARDING RELEASES:

THE RELEASE PROVISION IN ARTICLE VIII OF THE PLAN PROVIDES:³

Releases by the Debtors. Except as otherwise specifically provided in (a) the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released by the Debtors, their Estates, and the Wind-Down Debtors (as applicable), in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Person or its estate, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the

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The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan shall govern. You should read the Plan carefully before completing this Ballot.

issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.D of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article VIII.D of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

Releases by Releasing Parties. Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, to the fullest extent allowed by applicable law, each Releasing Party hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases each Debtor, Estate, Wind-Down Debtor, and Released Party from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Releasing Party or its estate, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument,

document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that except as expressly provided under the Plan, the foregoing releases shall not release obligations of the Debtors or the Wind-Down Debtors on account of any Allowed Claims that are treated under the Plan or obligations otherwise arising under any contract, agreement, or other business arrangement between any non-Debtor Releasing Party and any non-Debtor Released Party. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.E of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Releasing Parties set forth in Article VIII.E of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) an essential component of the Plan and the Restructuring; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases except as expressly set forth in the Plan.

Article VIII of the Plan provides for an exculpation (the "Exculpation"):

Except as otherwise specifically provided in the Plan or Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claim, Cause of Action, obligation, suit, judgment, damage, demand, loss, or liability for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, or the related agreements, instruments, and other documents

(including the Definitive Documents), the solicitation of votes with respect to the Plan, or the Restructuring, or any related contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Debtors' in or out-of-court restructuring efforts, the Disclosure Statement, the Plan, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Sales Process, including the issuance of or distribution of any property pursuant to the Plan and the Sales Process, the related agreements, instruments, and other documents (including the Definitive Documents), or upon any other act or omission, the transaction, agreement, event, or other occurrence taking place on or before the Effective Date related to the foregoing, except for claims related to any act or omission that is determined in a Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Confirmation Order shall provide that the Exculpated Parties (to the extent applicable) have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.F of the Plan shall, nor shall it be deemed to, release or exculpate any DCG Party.

Article VIII of the Plan provides for an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, together with their respective present or former employees, agents, officers, directors, principals, and Affiliates, are enjoined, from and after the Effective Date through and until the date on which all remaining property of the Debtors' Estates vested in the Wind-Down Debtors has been liquidated and distributed to Holders of Claims or otherwise in accordance with the terms of the Plan and the Plan Administration Agreement and the Plan has been fully administered, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Released Parties, or the Exculpated Parties (collectively, the "Enjoined Actions"): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims

or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan. Further, to the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Causes of Action released or exculpated pursuant to this Plan, including the Enjoined Actions, against any Released Party or Exculpated Party other than the Debtors or the Wind-Down Debtors. Nothing in the Plan or the Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

Under the Plan, Released Parties means: (i) the Debtors, (ii) the Ad Hoc Group SteerCo and its members (solely in their capacities as such), (iii) the Committee and its members (solely in their capacities as such), and (iv) each Related Party of each Entity described in the foregoing clauses (i)-(iii) (in each case, solely in its capacity as such); provided, however, that, notwithstanding anything to the contrary in the Plan, neither the DCG Parties nor any of the former employees, officers, or directors of the Debtors as of the Petition Date shall be Released Parties; and, provided, further, that any of the current or former employees, officers, or directors of the Debtors (solely in such Person's capacity as such) who served as an employee, officer, or director of the Debtors from or after the Petition Date, including any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date, shall be a Released Party only with the prior written consent and justifications of the Special Committee, which justifications shall be set forth in the Plan Supplement and which Persons shall be provided to the Ad Hoc Group Counsel and the Committee Counsel on a confidential, professional-eyes-only, basis, with the express exception of any current or former employees, officers, and directors of the Debtors who served as employees, officers, or directors of the Debtors as of the Petition Date and are or were also DCG Parties, which Persons shall not be Released Parties.

Under the Plan, *Releasing Parties* means each of the following: (i) all Released Parties and (ii) all Holders of Claims who affirmatively (a) cast a timely Ballot to accept the Plan with respect to any Claim held by such Holder (regardless of whether any such Holder casts a timely ballot to reject the Plan with respect to any other separately-classified Claims) and (b) opt into the releases provided by the Plan on their Ballots.

Under the Plan, *DCG Parties* means, collectively, DCG, DCGI, and each of their respective Affiliates and subsidiaries (excluding the Debtors and the Other Genesis Entities) and, in their capacities as such, all of their respective current and former officers and directors, principals,

shareholders, members, managers, partners, employees, agents, trustee, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, and management companies; *provided* that DCG Parties shall not include any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date.

Item 4. Certifications and Acknowledgements.

Upon execution of this Ballot, the undersigned Holder certifies that it:

- 1. was the Holder (or authorized signatory) of Alt-Coin-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. in the amount set forth in Item 1 as of the Voting Record Date;
- 2. has received a copy of the Disclosure Statement, the Plan and the remainder of the Solicitation Package and acknowledges that the solicitation of votes for the Plan is subject to the terms and conditions set forth therein;
- 3. has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- 4. if it affirmatively (i) votes in favor of the Plan and (ii) opts in to the release provisions in Article VIII of the Plan, will be deemed to have consented to the release of the Released Parties pursuant to Article VIII of the Plan;
- 5. has cast the same vote with respect to all of the Holder's Alt-Coin-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd.;
- 6. understands the treatment provided for its Alt-Coin-Denominated Unsecured Claims against Genesis Asia Pacific Pte. Ltd. under the Plan;
- 7. understands the recoveries provided for in the Plan are expressly conditioned upon confirmation and consummation of the Plan;
- 8. acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary; <u>provided</u> that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required by the Bankruptcy Court or the Bankruptcy Code;
- 9. as of the Voting Record Date, (i) has not transferred any claim or interest in or related to the Alt-Coin-Denominated Unsecured Claims set forth in Item 1 and (ii) has not granted any Lien or encumbrance in the Alt-Coin-Denominated Unsecured Claims set forth in Item 1 that precludes the undersigned Holder from voting on the Plan or submitting this Ballot;
- 10. has full and complete authority to execute and submit this Ballot;

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- 11. understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, will be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the undersigned and will not be affected by, and will survive, the death or incapacity of the undersigned; and
- 12. understands and acknowledges that only the latest-received properly completed Ballot cast and actually received by the Solicitation Agent prior to the Voting Deadline with respect to the Alt-Coin-Denominated Unsecured Claims set forth in Item 1 will be counted, and, if any other Ballot has been previously cast with respect to Alt-Coin-Denominated Unsecured Claims set forth in Item 1, such other Ballot shall be deemed revoked.

The undersigned also certifies that it has access to the type of information necessary to evaluate whether to vote on the Plan.

Item 5. Holder Information and Signature.

Name of Holder:			
		(Print or Type)	
Name of Proxy Holder for Holder (if applica	_		
		(Print or Type)	
Social Security or Fed	deral Tax I.D. No.:		
·	_	(Optional)	
Signature:			
Name of Signatory:			
		(Print or Type)	
Title:			
		(If applicable)	
Address:			
Telephone:	()		
Email:			
Date Completed:			

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT TO THE SOLICITATION AGENT BY:

VOTING DEADLINE: JANUARY 10, 2024 AT 4:00 P.M. (EASTERN TIME)

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is <u>actually received</u> by the Solicitation Agent by no later than January 10, 2024 at 4:00 P.M. (Eastern Time), unless such Voting Deadline is extended by the Debtors. Please submit a Ballot with your vote by:

Submitting Your Vote Online through the Online Portal

The Solicitation Agent will accept properly completed Ballots online through the Online Portal. To submit your customized electronic Ballot via the Online Portal, visit https://restructuring.ra.kroll.com/genesis and click on the "Submit E-Ballot" section of the website. Follow the instructions to submit your customized electronic Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Kroll's Online Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.

If your Ballot is not received by Kroll on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

If you vote via the Online Portal, you SHOULD NOT also submit the hard copy version of your Ballot.

If by First Class Mail, Overnight Courier or Hand Delivery:

Genesis Global Holdco, LLC Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 Third Avenue, Suite 412 Brooklyn, NY 11232

To arrange for hand delivery of your Ballot, please email genesisballots@ra.kroll.com (with "Genesis Ballot—Hand Delivery" in the subject line) at least 24 hours prior to arrival and provide the anticipated date and time of delivery.

THIS BALLOT WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE OR OTHER ELECTRONIC MEANS.

YOUR BALLOT MUST BE <u>ACTUALLY RECEIVED</u> BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM (WITH "GENESIS BALLOTS" IN THE SUBJECT LINE). PLEASE BE ADVISED THAT THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.

Exhibit M

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

Genesis Global Holdco, LLC, et al., 1

Case No.: 23-10063 (SHL)

Debtors.

Jointly Administered

BALLOT FOR VOTING TO ACCEPT OR REJECT THE DEBTORS' AMENDED JOINT CHAPTER 11 PLAN

CLASS 6: ALT-COIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL CAPITAL, LLC

IMPORTANT

- PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.
- THIS BALLOT IS EXCLUSIVELY FOR USE BY HOLDERS OF CLASS 6 ALT-COIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL CAPITAL, LLC.
- THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE <u>ACTUALLY RECEIVED</u> BY THE DEBTORS' SOLICITATION AGENT, KROLL RESTRUCTURING ADMINISTRATION ("<u>KROLL</u>" OR THE "<u>SOLICITATION AGENT</u>") BY 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024 (THE "VOTING DEADLINE").
- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND HOLDERS OF CLAIMS OR INTERESTS REGARDLESS OF WHETHER YOU HAVE TRANSMITTED YOUR VOTE.
- YOU MUST VOTE THE ENTIRE AMOUNT OF YOUR CLAIM EITHER TO ACCEPT (I.E., VOTE IN FAVOR OF) OR REJECT (I.E., VOTE AGAINST) THE PLAN, AND YOU MAY NOT SPLIT YOUR VOTE.

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564) ("GGC"); and Genesis Asia Pacific Pte. Ltd. (2164R) ("GAP"). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

- IF YOU HOLD CLAIMS IN A CLASS OTHER THAN CLASS 6 (ALT-COIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL CAPITAL, LLC), YOU MAY RECEIVE MORE THAN ONE BALLOT OR SOLICITATION PACKAGE, LABELED FOR A DIFFERENT CLASS OF CLAIMS. YOUR VOTE WILL BE COUNTED IN DETERMINING ACCEPTANCE OR REJECTION OF THE PLAN BY A PARTICULAR CLASS OF CLAIMS ONLY IF YOU COMPLETE, SIGN, AND RETURN THE BALLOT LABELED FOR SUCH CLASS OF CLAIMS IN ACCORDANCE WITH THE INSTRUCTIONS ON THAT BALLOT.
- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS' SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.
- NO HOLDER OF A CLAIM WILL BE ENTITLED TO ANY DISTRIBUTION UNDER THE PLAN UNTIL SUCH TIME AS THEIR CLAIM HAS BEEN ALLOWED.
- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS SENT WITH THIS BALLOT.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² are soliciting votes with respect to the *Debtors' Amended Joint Chapter 11 Plan*, dated November 28, 2023 [ECF No. 989] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Plan") through their *Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et al.*, *Under Chapter 11 of the Bankruptcy Code*, dated December 6, 2023 [ECF No. 1031] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Disclosure Statement"), in connection with the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), styled *In re Genesis Global Holdco, LLC, et al.*, Chapter 11 Case No. 23-10063 (SHL) (jointly administered), currently pending before the Bankruptcy Court (the "Chapter 11 Cases"). Capitalized terms used in this ballot (the "Ballot") or the attached instructions that are not otherwise defined herein have the meanings ascribed to them in the Plan.

² In re Genesis Global Holdco, LLC, No. 23-10063 (SHL) (Bankr. SDNY); In re Genesis Global Capital, LLC, No. 23-10064 (SHL) (Bankr. SDNY); In re Genesis Asia Pacific PTE. LTD., No. 23-10065 (SHL) (Bankr. SDNY).

You are receiving this Ballot because our records indicate that, as of November 28, 2023 (the "Voting Record Date"), you are a Holder of Alt-Coin-Denominated Unsecured Claim against Genesis Global Capital, LLC. Holders of Alt-Coin-Denominated Unsecured Claims against Genesis Global Capital, LLC are Impaired under the Plan and are therefore entitled to vote to accept or reject the Plan. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. This Ballot may not be used for any purpose other than voting to accept or reject the Plan and making certifications with respect thereto.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of Claims in each Class that votes on the Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained (or if a Class of Claims or Equity Interests is deemed to reject the Plan), the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

Your rights are described in the Disclosure Statement. The Plan is <u>Exhibit A</u> to the Disclosure Statement. The Disclosure Statement, the Plan and certain other materials are included in the packet you are receiving with this Ballot (collectively, the "<u>Solicitation Package</u>"). You should carefully and thoroughly review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and classification and treatment of your Claim under the Plan. Your Claim has been placed in Class 6 – Alt-Coin-Denominated Unsecured Claims against Genesis Global Capital, LLC. Holders of Allowed Class 6 Alt-Coin-Denominated Unsecured Claims against Genesis Global Capital, LLC will receive Class 6 Treatment under Article III of the Plan.

VOTING INSTRUCTIONS

- 1. As described in the Disclosure Statement, the Debtors are soliciting the votes of Holders of Claims in Class 6 (Alt-Coin-Denominated Unsecured Claims against Genesis Global Capital, LLC) with respect to the Plan. The Plan and Disclosure Statement are included in the Solicitation Package you are receiving with the Ballot. This Ballot may be used to vote on the Plan only. PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.
- 2. To ensure that your vote is counted, it must be <u>actually received</u> by the Solicitation Agent by the Voting Deadline. Vote by (i) indicating your decision either to accept or reject the Plan in Item 2 of the Ballot; (ii) reviewing the certifications and acknowledgements in Item 4 of the Ballot; and (iii) signing the Ballot.
- 3. In order to be included in the tabulation, a Ballot reflecting your vote must be actually received by the Solicitation Agent on or before the Voting Deadline. The Voting Deadline is January 10, 2024 at 4:00 P.M. (Prevailing Eastern Time). The Debtors strongly advise returning your Ballot as promptly as possible. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise or as permitted by the Bankruptcy Court. In all cases, Holders should allow sufficient time to assure timely delivery. The method of delivery of your Ballot to the Solicitation Agent is at your election and risk. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors.
- 4. If multiple Ballots are received from a single Holder with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will supersede and revoke any previously received Ballot.
- 5. This Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and make certifications with respect to the Ballots. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and the Debtors will not accept delivery of any such certificates or instruments surrendered together with a Ballot.
- 6. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or Interest; or (ii) an assertion or admission with respect to any Claim or Interest.
- 7. Please be sure to sign and date your Ballot. If your Class 6 Alt-Coin-Denominated Unsecured Claim against Genesis Global Capital, LLC voted with this Ballot is held by a partnership, the Ballot should be executed in the name of the partnership by a general partner. If your Class 6 Alt-Coin-Denominated Unsecured Claim Genesis Global Capital, LLC is held by a corporation, the Ballot must be executed by an officer. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, please indicate such capacity when signing.

- 8. You must vote your entire Alt-Coin-Denominated Unsecured Claim either to accept or reject the Plan and <u>may not split your vote</u>. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
- 9. Any Ballot that is properly completed, executed and timely returned that fails to indicate acceptance or rejection of the Plan or that indicates both acceptance and rejection of the Plan will not be counted.
- 10. The following Ballots will **not be counted** in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (ii) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (iii) any unsigned Ballot; (iv) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; (v) any Ballot received after the Voting Deadline unless the Debtors determine otherwise; and (vi) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.
- 11. The Debtors and/or their agents shall have reasonable discretion to determine if a Ballot properly complies with these procedures and instructions.
- 12. Pursuant to Article VIII of the Plan, you will be deemed to have <u>conclusively</u>, <u>absolutely</u>, <u>unconditionally</u>, <u>irrevocably</u> and <u>forever released and discharged all Claims and Causes of Action (as set forth in the Plan and as permitted by applicable law), against the Released Parties (as defined in the Plan) if you affirmatively (a) vote to accept the Plan and (b) opt in to the release provisions in Article VIII of the Plan.</u>
- 13. If you affirmatively vote to accept the Plan and opt in to the releases under Article VIII of the Plan through your Ballot (regardless of whether you return a timely Ballot with respect to any other Class of Claims that does not affirmatively opt in to the releases or that rejects the Plan), you shall be deemed a Releasing Party (as defined in the Plan) across all Classes.
- 14. If you believe you have received the wrong Ballot or received this Ballot in error, please contact the Solicitation Agent immediately.
- 15. If you have received a Ballot listing an amount you believe to be incorrect, then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018 Motion") for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan on or before December 15, 2023. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the tabulation procedures approved by the Bankruptcy Court, regardless of the amount identified in Item 1 of the Ballot.
- 16. Unless otherwise directed by the Court, delivery of a defective or irregular Ballot will not be deemed to have been made until such defect or irregularity has been cured or waived by the Debtors. Any waiver by the Debtors of defects or irregularities in any Ballot will be detailed in the Voting Report filed with the Court by the Solicitation Agent. Neither the

Debtors, nor any other Person or Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots, nor will any of them incur any liability for failure to provide such notification.

17. If no votes in respect of Class 6 Alt-Coin-Denominated Unsecured Claims against Genesis Global Capital, LLC to accept or reject the Plan are received, the Plan will be deemed accepted by such Class, unless the Court, for cause, orders otherwise. Accordingly, if you do not wish such a presumption with respect to Class 6 to become effective, you should timely submit the Ballot accepting or rejecting the Plan for such Class.

Please note that no fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan.

Nothing contained herein or in the enclosed documents shall render you or any other person the agent of the Debtors or of the Solicitation Agent, or authorize you or any other person to use any document or make any statement on behalf of any of them with respect to the Plan, except for the statements contained herein and in the enclosed documents.

Item 1. Amount of Alt-Coin-Denominated Unsecured Claims.

The undersigned hereby certifies that as of November 28, 2023, the Voting Record Date, the undersigned was the record Holder (or authorized signatory) of one or more Alt-Coin-Denominated Unsecured Claims against Genesis Global Capital, LLC in the following aggregate principal amount:

Coins/USD_		

Item 2. Vote of Class 6 Alt-Coin-Denominated Unsecured Claim.

The undersigned Holder of the Class 6 Alt-Coin-Denominated Unsecured Claim in the amount set forth in Item 1 votes to (*please check one box only*):

ACCEPT (vote for) the Plan	REJECT (vote against) the Plan

Item 3. Releases (OPTIONAL).

PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT THAT VOTES TO ACCEPT THE PLAN AND AFFIRMATIVELY OPT IN TO THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN, YOU WILL BE DEEMED, AS OF THE PLAN **EFFECTIVE** DATE. TO HAVE CONCLUSIVELY, ABSOLUTELY. UNCONDITIONALLY, **IRREVOCABLY AND FOREVER** RELEASED DISCHARGED ALL CLAIMS AND ALL CAUSES OF ACTION (AS SET FORTH IN THE PLAN AND AS PERMITTED BY APPLICABLE LAW) AGAINST THE RELEASED PARTIES (AS DEFINED IN THE PLAN).

If the Bankruptcy Court confirms the Plan, as of and subject to the occurrence of the Effective Date, certain release, injunction, and exculpation provisions set forth in Article VIII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article VIII of the Plan very carefully so that you understand how such provisions will affect you and any Claim(s) you may hold against the Released Parties under the Plan.

Complete this Item 3 only if you voted to ACCEPT the Plan in Item 2 above and wish to elect to opt in to the release provisions.

The undersigned Holder of Alt-Coin-Denominated Unsecured Claims in the amount identified in Item 1 above, having voted to accept the Plan:

Elects to **Opt In** to the release provisions.

IF YOU CHECK THE BOX ABOVE AND VOTE TO ACCEPT THE PLAN, YOU WILL BE DEEMED TO HAVE OPTED IN TO THE RELEASES IN ARTICLE VIII OF THE PLAN.

IMPORTANT INFORMATION REGARDING RELEASES:

THE RELEASE PROVISION IN ARTICLE VIII OF THE PLAN PROVIDES:3

Releases by the Debtors. Except as otherwise specifically provided in (a) the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released by the Debtors, their Estates, and the Wind-Down Debtors (as applicable), in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Person or its estate, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the

The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan shall govern. You should read the Plan carefully before completing this Ballot.

issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.D of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article VIII.D of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

Releases by Releasing Parties. Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, to the fullest extent allowed by applicable law, each Releasing Party hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases each Debtor, Estate, Wind-Down Debtor, and Released Party from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Releasing Party or its estate, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument,

document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that except as expressly provided under the Plan, the foregoing releases shall not release obligations of the Debtors or the Wind-Down Debtors on account of any Allowed Claims that are treated under the Plan or obligations otherwise arising under any contract, agreement, or other business arrangement between any non-Debtor Releasing Party and any non-Debtor Released Party. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.E of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Releasing Parties set forth in Article VIII.E of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) an essential component of the Plan and the Restructuring; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases except as expressly set forth in the Plan.

Article VIII of the Plan provides for an exculpation (the "Exculpation"):

Except as otherwise specifically provided in the Plan or Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claim, Cause of Action, obligation, suit, judgment, damage, demand, loss, or liability for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, or the related agreements, instruments, and other documents

(including the Definitive Documents), the solicitation of votes with respect to the Plan, or the Restructuring, or any related contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Debtors' in or out-of-court restructuring efforts, the Disclosure Statement, the Plan, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Sales Process, including the issuance of or distribution of any property pursuant to the Plan and the Sales Process, the related agreements, instruments, and other documents (including the Definitive Documents), or upon any other act or omission, the transaction, agreement, event, or other occurrence taking place on or before the Effective Date related to the foregoing, except for claims related to any act or omission that is determined in a Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Confirmation Order shall provide that the Exculpated Parties (to the extent applicable) have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.F of the Plan shall, nor shall it be deemed to, release or exculpate any DCG Party.

Article VIII of the Plan provides for an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, together with their respective present or former employees, agents, officers, directors, principals, and Affiliates, are enjoined, from and after the Effective Date through and until the date on which all remaining property of the Debtors' Estates vested in the Wind-Down Debtors has been liquidated and distributed to Holders of Claims or otherwise in accordance with the terms of the Plan and the Plan Administration Agreement and the Plan has been fully administered, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Released Parties, or the Exculpated Parties (collectively, the "Enjoined Actions"): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims

or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan. Further, to the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Causes of Action released or exculpated pursuant to this Plan, including the Enjoined Actions, against any Released Party or Exculpated Party other than the Debtors or the Wind-Down Debtors. Nothing in the Plan or the Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

Under the Plan, Released Parties means: (i) the Debtors, (ii) the Ad Hoc Group SteerCo and its members (solely in their capacities as such), (iii) the Committee and its members (solely in their capacities as such), and (iv) each Related Party of each Entity described in the foregoing clauses (i)-(iii) (in each case, solely in its capacity as such); provided, however, that, notwithstanding anything to the contrary in the Plan, neither the DCG Parties nor any of the former employees, officers, or directors of the Debtors as of the Petition Date shall be Released Parties; and, provided, further, that any of the current or former employees, officers, or directors of the Debtors (solely in such Person's capacity as such) who served as an employee, officer, or director of the Debtors from or after the Petition Date, including any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date, shall be a Released Party only with the prior written consent and justifications of the Special Committee, which justifications shall be set forth in the Plan Supplement and which Persons shall be provided to the Ad Hoc Group Counsel and the Committee Counsel on a confidential, professional-eyes-only, basis, with the express exception of any current or former employees, officers, and directors of the Debtors who served as employees, officers, or directors of the Debtors as of the Petition Date and are or were also DCG Parties, which Persons shall not be Released Parties.

Under the Plan, *Releasing Parties* means each of the following: (i) all Released Parties and (ii) all Holders of Claims who affirmatively (a) cast a timely Ballot to accept the Plan with respect to any Claim held by such Holder (regardless of whether any such Holder casts a timely ballot to reject the Plan with respect to any other separately-classified Claims) and (b) opt into the releases provided by the Plan on their Ballots.

Under the Plan, *DCG Parties* means, collectively, DCG, DCGI, and each of their respective Affiliates and subsidiaries (excluding the Debtors and the Other Genesis Entities) and, in their capacities as such, all of their respective current and former officers and directors, principals,

shareholders, members, managers, partners, employees, agents, trustee, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, and management companies; *provided* that DCG Parties shall not include any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date.

Item 4. Certifications and Acknowledgements.

Upon execution of this Ballot, the undersigned Holder certifies that it:

- 1. was the Holder (or authorized signatory) of Alt-Coin-Denominated Unsecured Claims against Genesis Global Capital, LLC in the amount set forth in Item 1 as of the Voting Record Date;
- 2. has received a copy of the Disclosure Statement, the Plan and the remainder of the Solicitation Package and acknowledges that the solicitation of votes for the Plan is subject to the terms and conditions set forth therein;
- 3. has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- 4. if it affirmatively (i) votes in favor of the Plan and (ii) opts in to the release provisions in Article VIII of the Plan, will be deemed to have consented to the release of the Released Parties pursuant to Article VIII of the Plan;
- 5. has cast the same vote with respect to all of the Holder's Alt-Coin-Denominated Unsecured Claims against Genesis Global Capital, LLC;
- 6. understands the treatment provided for its Alt-Coin-Denominated Unsecured Claims against Genesis Global Capital, LLC under the Plan;
- 7. understands the recoveries provided for in the Plan are expressly conditioned upon confirmation and consummation of the Plan;
- 8. acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary; <u>provided</u> that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required by the Bankruptcy Court or the Bankruptcy Code;
- 9. as of the Voting Record Date, (i) has not transferred any claim or interest in or related to the Alt-Coin-Denominated Unsecured Claims set forth in Item 1 and (ii) has not granted any Lien or encumbrance in the Alt-Coin-Denominated Unsecured Claims set forth in Item 1 that precludes the undersigned Holder from voting on the Plan or submitting this Ballot;
- 10. has full and complete authority to execute and submit this Ballot;

- 11. understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, will be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the undersigned and will not be affected by, and will survive, the death or incapacity of the undersigned; and
- 12. understands and acknowledges that only the latest-received properly completed Ballot cast and actually received by the Solicitation Agent prior to the Voting Deadline with respect to the Alt-Coin-Denominated Unsecured Claims set forth in Item 1 will be counted, and, if any other Ballot has been previously cast with respect to Alt-Coin-Denominated Unsecured Claims set forth in Item 1, such other Ballot shall be deemed revoked.

The undersigned also certifies that it has access to the type of information necessary to evaluate whether to vote on the Plan.

Item 5. Holder Information and Signature.

Name of Holder:			
		(Print or Type)	
Name of Proxy Holde for Holder (if applica			
		(Print or Type)	
Social Security or Fed	deral Tax I.D. No.:		
		(Optional)	
Signature:			
Name of Signatory:			
		(Print or Type)	
Title:			
		(If applicable)	
Address:			
Telephone:	()		
Email:			
Date Completed:			

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT TO THE SOLICITATION AGENT BY:

VOTING DEADLINE: JANUARY 10, 2024 AT 4:00 P.M. (EASTERN TIME)

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is <u>actually received</u> by the Solicitation Agent by no later than January 10, 2024 at 4:00 P.M. (Eastern Time), unless such Voting Deadline is extended by the Debtors. Please submit a Ballot with your vote by:

Submitting Your Vote Online through the Online Portal

The Solicitation Agent will accept properly completed Ballots online through the Online Portal. To submit your customized electronic Ballot via the Online Portal, visit https://restructuring.ra.kroll.com/genesis and click on the "Submit E-Ballot" section of the website. Follow the instructions to submit your customized electronic Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Kroll's Online Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.

If your Ballot is not received by Kroll on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

If you vote via the Online Portal, you SHOULD NOT also submit the hard copy version of your Ballot.

If by First Class Mail, Overnight Courier or Hand Delivery:

Genesis Global Holdco, LLC Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 Third Avenue, Suite 412 Brooklyn, NY 11232

To arrange for hand delivery of your Ballot, please email genesisballots@ra.kroll.com (with "Genesis Ballot—Hand Delivery" in the subject line) at least 24 hours prior to arrival and provide the anticipated date and time of delivery.

THIS BALLOT WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE OR OTHER ELECTRONIC MEANS.

YOUR BALLOT MUST BE <u>ACTUALLY RECEIVED</u> BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM (WITH "GENESIS BALLOTS" IN THE SUBJECT LINE). PLEASE BE ADVISED THAT THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.

Exhibit N

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

Genesis Global Holdco, LLC, et al., 1

Case No.: 23-10063 (SHL)

Debtors.

Jointly Administered

BALLOT FOR VOTING TO ACCEPT OR REJECT THE DEBTORS' AMENDED JOINT CHAPTER 11 PLAN

CLASS 6: ALT-COIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL HOLDCO, LLC

IMPORTANT

- PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS BALLOT.
- THIS BALLOT IS EXCLUSIVELY FOR USE BY HOLDERS OF CLASS 6 ALT-COIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL HOLDCO, LLC.
- THIS BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO AS TO BE <u>ACTUALLY RECEIVED</u> BY THE DEBTORS' SOLICITATION AGENT, KROLL RESTRUCTURING ADMINISTRATION ("<u>KROLL</u>" OR THE "<u>SOLICITATION AGENT</u>") BY 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024 (THE "VOTING DEADLINE").
- IF THE BANKRUPTCY COURT CONFIRMS THE PLAN, IT WILL BIND HOLDERS OF CLAIMS OR INTERESTS REGARDLESS OF WHETHER YOU HAVE TRANSMITTED YOUR VOTE.
- YOU MUST VOTE THE ENTIRE AMOUNT OF YOUR CLAIM EITHER TO ACCEPT (I.E., VOTE IN FAVOR OF) OR REJECT (I.E., VOTE AGAINST) THE PLAN, AND YOU MAY NOT SPLIT YOUR VOTE.

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564) ("GGC"); and Genesis Asia Pacific Pte. Ltd. (2164R) ("GAP"). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

- IF YOU HOLD CLAIMS IN A CLASS OTHER THAN CLASS 6 (ALT-COIN-DENOMINATED UNSECURED CLAIMS AGAINST GENESIS GLOBAL HOLDCO, LLC), YOU MAY RECEIVE MORE THAN ONE BALLOT OR SOLICITATION PACKAGE, LABELED FOR A DIFFERENT CLASS OF CLAIMS. YOUR VOTE WILL BE COUNTED IN DETERMINING ACCEPTANCE OR REJECTION OF THE PLAN BY A PARTICULAR CLASS OF CLAIMS ONLY IF YOU COMPLETE, SIGN, AND RETURN THE BALLOT LABELED FOR SUCH CLASS OF CLAIMS IN ACCORDANCE WITH THE INSTRUCTIONS ON THAT BALLOT.
- IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS' SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM. THE SOLICITATION AGENT IS NOT AUTHORIZED TO, AND WILL NOT, PROVIDE LEGAL ADVICE.
- NO HOLDER OF A CLAIM WILL BE ENTITLED TO ANY DISTRIBUTION UNDER THE PLAN UNTIL SUCH TIME AS THEIR CLAIM HAS BEEN ALLOWED.
- NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS SENT WITH THIS BALLOT.

The above-captioned debtors and debtors in possession (collectively, the "Debtors")² are soliciting votes with respect to the *Debtors' Amended Joint Chapter 11 Plan*, dated November 28, 2023 [ECF No. 989] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Plan") through their *Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et al.*, *Under Chapter 11 of the Bankruptcy Code*, dated December 6, 2023 [ECF No. 1031] (as it may be amended, altered, modified, revised, or supplemented from time to time, the "Disclosure Statement"), in connection with the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), styled *In re Genesis Global Holdco, LLC, et al.*, Chapter 11 Case No. 23-10063 (SHL) (jointly administered), currently pending before the Bankruptcy Court (the "Chapter 11 Cases"). Capitalized terms used in this ballot (the "Ballot") or the attached instructions that are not otherwise defined herein have the meanings ascribed to them in the Plan.

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² In re Genesis Global Holdco, LLC, No. 23-10063 (SHL) (Bankr. SDNY); In re Genesis Global Capital, LLC, No. 23-10064 (SHL) (Bankr. SDNY); In re Genesis Asia Pacific PTE. LTD., No. 23-10065 (SHL) (Bankr. SDNY).

You are receiving this Ballot because our records indicate that, as of November 28, 2023 (the "<u>Voting Record Date</u>"), you are a Holder of Alt-Coin-Denominated Unsecured Claim against Genesis Global Holdco, LLC. Holders of Alt-Coin-Denominated Unsecured Claims against Genesis Global Holdco, LLC are Impaired under the Plan and are therefore entitled to vote to accept or reject the Plan. If you hold Claims in more than one Class under the Plan you may receive more than one Ballot coded for each different Class. This Ballot may not be used for any purpose other than voting to accept or reject the Plan and making certifications with respect thereto.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of Claims in each Class that votes on the Plan, and if it otherwise satisfies the requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained (or if a Class of Claims or Equity Interests is deemed to reject the Plan), the Bankruptcy Court may nonetheless confirm the Plan if it finds that the Plan provides fair and equitable treatment to, and does not discriminate unfairly against, the Class or Classes rejecting it, and otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

Your rights are described in the Disclosure Statement. The Plan is <u>Exhibit A</u> to the Disclosure Statement. The Disclosure Statement, the Plan and certain other materials are included in the packet you are receiving with this Ballot (collectively, the "<u>Solicitation Package</u>"). You should carefully and thoroughly review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and classification and treatment of your Claim under the Plan. Your Claim has been placed in Class 6 – Alt-Coin-Denominated Unsecured Claims against Genesis Global Holdco, LLC. Holders of Allowed Class 6 Alt-Coin-Denominated Unsecured Claims against Genesis Global Holdco, LLC will receive Class 6 Treatment under Article III of the Plan.

VOTING INSTRUCTIONS

- 1. As described in the Disclosure Statement, the Debtors are soliciting the votes of Holders of Claims in Class 6 (Alt-Coin-Denominated Unsecured Claims against Genesis Global Holdco, LLC) with respect to the Plan. The Plan and Disclosure Statement are included in the Solicitation Package you are receiving with the Ballot. This Ballot may be used to vote on the Plan only. PLEASE READ THE PLAN AND THE DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.
- 2. To ensure that your vote is counted, it must be <u>actually received</u> by the Solicitation Agent by the Voting Deadline. Vote by (i) indicating your decision either to accept or reject the Plan in Item 2 of the Ballot; (ii) reviewing the certifications and acknowledgements in Item 4 of the Ballot; and (iii) signing the Ballot.
- 3. In order to be included in the tabulation, a Ballot reflecting your vote must be actually received by the Solicitation Agent on or before the Voting Deadline. The Voting Deadline is January 10, 2024 at 4:00 P.M. (Prevailing Eastern Time). The Debtors strongly advise returning your Ballot as promptly as possible. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise or as permitted by the Bankruptcy Court. In all cases, Holders should allow sufficient time to assure timely delivery. The method of delivery of your Ballot to the Solicitation Agent is at your election and risk. No Ballot should be sent to any of the Debtors, the Debtors' agents (other than the Solicitation Agent) or the Debtors' financial or legal advisors.
- 4. If multiple Ballots are received from a single Holder with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will supersede and revoke any previously received Ballot.
- 5. This Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan and make certifications with respect to the Ballots. Accordingly, at this time, Holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and the Debtors will not accept delivery of any such certificates or instruments surrendered together with a Ballot.
- 6. This Ballot does not constitute, and shall not be deemed to be: (i) a Proof of Claim or Interest; or (ii) an assertion or admission with respect to any Claim or Interest.
- 7. Please be sure to sign and date your Ballot. If your Class 6 Alt-Coin-Denominated Unsecured Claim against Genesis Global Holdco, LLC with this Ballot is held by a partnership, the Ballot should be executed in the name of the partnership by a general partner. If your Class 6 Alt-Coin-Denominated Unsecured Claim against Genesis Global Holdco, LLC is held by a corporation, the Ballot must be executed by an officer. If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, please indicate such capacity when signing.

- 8. You must vote your entire Alt-Coin-Denominated Unsecured Claim either to accept or reject the Plan and <u>may not split your vote</u>. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted.
- 9. Any Ballot that is properly completed, executed and timely returned that fails to indicate acceptance or rejection of the Plan or that indicates both acceptance and rejection of the Plan will not be counted.
- 10. The following Ballots will **not be counted** in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim; (ii) any Ballot cast by a Person or Entity that does not hold a Claim in a Class that is entitled to vote on the Plan; (iii) any unsigned Ballot; (iv) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; (v) any Ballot received after the Voting Deadline unless the Debtors determine otherwise; and (vi) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan.
- 11. The Debtors and/or their agents shall have reasonable discretion to determine if a Ballot properly complies with these procedures and instructions.
- 12. Pursuant to Article VIII of the Plan, you will be deemed to have <u>conclusively</u>, <u>absolutely</u>, <u>unconditionally</u>, <u>irrevocably</u> and <u>forever released and discharged all Claims and Causes of Action</u> (as set forth in the Plan and as permitted by applicable law), against the Released <u>Parties</u> (as defined in the Plan) if you affirmatively (a) vote to accept the Plan and (b) opt in to the release provisions in Article VIII of the Plan.
- 13. If you affirmatively vote to accept the Plan and opt in to the releases under Article VIII of the Plan through your Ballot (regardless of whether you return a timely Ballot with respect to any other Class of Claims that does not affirmatively opt in to the releases or that rejects the Plan), you shall be deemed a Releasing Party (as defined in the Plan) across all Classes.
- 14. If you believe you have received the wrong Ballot or received this Ballot in error, please contact the Solicitation Agent immediately.
- 15. If you have received a Ballot listing an amount you believe to be incorrect, then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018 Motion") for an order temporarily allowing your Claim in a different amount or classification for purposes of voting to accept or reject the Plan on or before December 15, 2023. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered. Unless the Bankruptcy Court orders otherwise, your Claim will not be counted as a vote in excess of the amount as determined in accordance with the tabulation procedures approved by the Bankruptcy Court, regardless of the amount identified in Item 1 of the Ballot.
- 16. Unless otherwise directed by the Court, delivery of a defective or irregular Ballot will not be deemed to have been made until such defect or irregularity has been cured or waived by the Debtors. Any waiver by the Debtors of defects or irregularities in any Ballot will be detailed in the Voting Report filed with the Court by the Solicitation Agent. Neither the

Debtors, nor any other Person or Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots, nor will any of them incur any liability for failure to provide such notification.

17. If no votes in respect of Class 6 Alt-Coin-Denominated Unsecured Claims against Genesis Global Holdco, LLC to accept or reject the Plan are received, the Plan will be deemed accepted by such Class, unless the Court, for cause, orders otherwise. Accordingly, if you do not wish such a presumption with respect to Class 6 to become effective, you should timely submit the Ballot accepting or rejecting the Plan for such Class.

Please note that no fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting votes on the Plan.

Nothing contained herein or in the enclosed documents shall render you or any other person the agent of the Debtors or of the Solicitation Agent, or authorize you or any other person to use any document or make any statement on behalf of any of them with respect to the Plan, except for the statements contained herein and in the enclosed documents.

Item 1. Amount of Alt-Coin-Denominated Unsecured Claims.

The undersigned hereby certifies that as of November 28, 2023, the Voting Record Date, the undersigned was the record Holder (or authorized signatory) of one or more Alt-Coin-Denominated Unsecured Claims against Genesis Global Holdco, LLC in the following aggregate principal amount:

Coins/USD		
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Item 2. Vote of Class 6 Alt-Coin-Denominated Unsecured Claim.

The undersigned Holder of the Class 6 Alt-Coin-Denominated Unsecured Claim in the amount set forth in Item 1 votes to (*please check one box only*):

ACCEPT (vote for) the Plan	REJECT (vote against) the Plan

Item 3. Releases (OPTIONAL).

PURSUANT TO THE PLAN, IF YOU RETURN A BALLOT THAT VOTES TO ACCEPT THE PLAN AND AFFIRMATIVELY OPT IN TO THE RELEASE PROVISIONS IN ARTICLE VIII OF THE PLAN, YOU WILL BE DEEMED, AS OF THE PLAN CONCLUSIVELY, **EFFECTIVE** DATE. TO **HAVE** ABSOLUTELY. UNCONDITIONALLY, **IRREVOCABLY AND FOREVER** RELEASED DISCHARGED ALL CLAIMS AND ALL CAUSES OF ACTION (AS SET FORTH IN THE PLAN AND AS PERMITTED BY APPLICABLE LAW) AGAINST THE RELEASED PARTIES (AS DEFINED IN THE PLAN).

If the Bankruptcy Court confirms the Plan, as of and subject to the occurrence of the Effective Date, certain release, injunction, and exculpation provisions set forth in Article VIII of the Plan will become effective. In determining how to cast your vote on the Plan, it is important to read the provisions contained in Article VIII of the Plan very carefully so that you understand how such provisions will affect you and any Claim(s) you may hold against the Released Parties under the Plan.

Complete this Item 3 only if you voted to ACCEPT the Plan in Item 2 above and wish to elect to opt in to the release provisions.

The undersigned Holder of Alt-Coin-Denominated Unsecured Claims in the amount identified in Item 1 above, having voted to accept the Plan:

Elects to **Opt In** to the release provisions.

IF YOU CHECK THE BOX ABOVE AND VOTE TO ACCEPT THE PLAN, YOU WILL BE DEEMED TO HAVE OPTED IN TO THE RELEASES IN ARTICLE VIII OF THE PLAN.

IMPORTANT INFORMATION REGARDING RELEASES:

THE RELEASE PROVISION IN ARTICLE VIII OF THE PLAN PROVIDES:³

Releases by the Debtors. Except as otherwise specifically provided in (a) the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released by the Debtors, their Estates, and the Wind-Down Debtors (as applicable), in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Person or its estate, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the

The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan shall govern. You should read the Plan carefully before completing this Ballot.

issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.D of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article VIII.D of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

Releases by Releasing Parties. Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, to the fullest extent allowed by applicable law, each Releasing Party hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases each Debtor, Estate, Wind-Down Debtor, and Released Party from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Releasing Party or its estate, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument,

document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that except as expressly provided under the Plan, the foregoing releases shall not release obligations of the Debtors or the Wind-Down Debtors on account of any Allowed Claims that are treated under the Plan or obligations otherwise arising under any contract, agreement, or other business arrangement between any non-Debtor Releasing Party and any non-Debtor Released Party. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.E of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Releasing Parties set forth in Article VIII.E of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) an essential component of the Plan and the Restructuring; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases except as expressly set forth in the Plan.

Article VIII of the Plan provides for an exculpation (the "Exculpation"):

Except as otherwise specifically provided in the Plan or Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claim, Cause of Action, obligation, suit, judgment, damage, demand, loss, or liability for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, or the related agreements, instruments, and other documents

(including the Definitive Documents), the solicitation of votes with respect to the Plan, or the Restructuring, or any related contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Debtors' in or out-of-court restructuring efforts, the Disclosure Statement, the Plan, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Sales Process, including the issuance of or distribution of any property pursuant to the Plan and the Sales Process, the related agreements, instruments, and other documents (including the Definitive Documents), or upon any other act or omission, the transaction, agreement, event, or other occurrence taking place on or before the Effective Date related to the foregoing, except for claims related to any act or omission that is determined in a Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Confirmation Order shall provide that the Exculpated Parties (to the extent applicable) have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.F of the Plan shall, nor shall it be deemed to, release or exculpate any DCG Party.

Article VIII of the Plan provides for an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, together with their respective present or former employees, agents, officers, directors, principals, and Affiliates, are enjoined, from and after the Effective Date through and until the date on which all remaining property of the Debtors' Estates vested in the Wind-Down Debtors has been liquidated and distributed to Holders of Claims or otherwise in accordance with the terms of the Plan and the Plan Administration Agreement and the Plan has been fully administered, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Released Parties, or the Exculpated Parties (collectively, the "Enjoined Actions"): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims

or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan. Further, to the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Causes of Action released or exculpated pursuant to this Plan, including the Enjoined Actions, against any Released Party or Exculpated Party other than the Debtors or the Wind-Down Debtors. Nothing in the Plan or the Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

Under the Plan, Released Parties means: (i) the Debtors, (ii) the Ad Hoc Group SteerCo and its members (solely in their capacities as such), (iii) the Committee and its members (solely in their capacities as such), and (iv) each Related Party of each Entity described in the foregoing clauses (i)-(iii) (in each case, solely in its capacity as such); provided, however, that, notwithstanding anything to the contrary in the Plan, neither the DCG Parties nor any of the former employees, officers, or directors of the Debtors as of the Petition Date shall be Released Parties; and, provided, further, that any of the current or former employees, officers, or directors of the Debtors (solely in such Person's capacity as such) who served as an employee, officer, or director of the Debtors from or after the Petition Date, including any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date, shall be a Released Party only with the prior written consent and justifications of the Special Committee, which justifications shall be set forth in the Plan Supplement and which Persons shall be provided to the Ad Hoc Group Counsel and the Committee Counsel on a confidential, professional-eyes-only, basis, with the express exception of any current or former employees, officers, and directors of the Debtors who served as employees, officers, or directors of the Debtors as of the Petition Date and are or were also DCG Parties, which Persons shall not be Released Parties.

Under the Plan, *Releasing Parties* means each of the following: (i) all Released Parties and (ii) all Holders of Claims who affirmatively (a) cast a timely Ballot to accept the Plan with respect to any Claim held by such Holder (regardless of whether any such Holder casts a timely ballot to reject the Plan with respect to any other separately-classified Claims) and (b) opt into the releases provided by the Plan on their Ballots.

Under the Plan, *DCG Parties* means, collectively, DCG, DCGI, and each of their respective Affiliates and subsidiaries (excluding the Debtors and the Other Genesis Entities) and, in their capacities as such, all of their respective current and former officers and directors, principals,

shareholders, members, managers, partners, employees, agents, trustee, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, and management companies; *provided* that DCG Parties shall not include any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date.

Item 4. Certifications and Acknowledgements.

Upon execution of this Ballot, the undersigned Holder certifies that it:

- 1. was the Holder (or authorized signatory) of Alt-Coin-Denominated Unsecured Claims against Genesis Global Holdco, LLC in the amount set forth in Item 1 as of the Voting Record Date;
- 2. has received a copy of the Disclosure Statement, the Plan and the remainder of the Solicitation Package and acknowledges that the solicitation of votes for the Plan is subject to the terms and conditions set forth therein;
- 3. has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- 4. if it affirmatively (i) votes in favor of the Plan and (ii) opts in to the release provisions in Article VIII of the Plan, will be deemed to have consented to the release of the Released Parties pursuant to Article VIII of the Plan;
- 5. has cast the same vote with respect to all of the Holder's Alt-Coin-Denominated Unsecured Claims against Genesis Global Holdco, LLC;
- 6. understands the treatment provided for its Alt-Coin-Denominated Unsecured Claims against Genesis Global Holdco, LLC under the Plan;
- 7. understands the recoveries provided for in the Plan are expressly conditioned upon confirmation and consummation of the Plan;
- 8. acknowledges and agrees that the Debtors may make conforming changes to the Plan as may be reasonably necessary; <u>provided</u> that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes unless otherwise required by the Bankruptcy Court or the Bankruptcy Code;
- 9. as of the Voting Record Date, (i) has not transferred any claim or interest in or related to the Alt-Coin-Denominated Unsecured Claims set forth in Item 1 and (ii) has not granted any Lien or encumbrance in the Alt-Coin-Denominated Unsecured Claims set forth in Item 1 that precludes the undersigned Holder from voting on the Plan or submitting this Ballot;
- 10. has full and complete authority to execute and submit this Ballot;

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- 11. understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the undersigned hereunder, will be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the undersigned and will not be affected by, and will survive, the death or incapacity of the undersigned; and
- 12. understands and acknowledges that only the latest-received properly completed Ballot cast and actually received by the Solicitation Agent prior to the Voting Deadline with respect to the Alt-Coin-Denominated Unsecured Claims set forth in Item 1 will be counted, and, if any other Ballot has been previously cast with respect to Alt-Coin-Denominated Unsecured Claims set forth in Item 1, such other Ballot shall be deemed revoked.

The undersigned also certifies that it has access to the type of information necessary to evaluate whether to vote on the Plan.

Item 5. Holder Information and Signature.

Name of Holder:			
		(Print or Type)	
Name of Proxy Holder for Holder (if applica	_		
		(Print or Type)	
Social Security or Fed	deral Tax I.D. No.:		
·	_	(Optional)	
Signature:			
Name of Signatory:			
		(Print or Type)	
Title:			
		(If applicable)	
Address:			
Telephone:	()		
Email:			
Date Completed:			

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND RETURN IT TO THE SOLICITATION AGENT BY:

VOTING DEADLINE: JANUARY 10, 2024 AT 4:00 P.M. (EASTERN TIME)

For your vote to be counted, this Ballot must be properly completed, signed, and returned so that it is <u>actually received</u> by the Solicitation Agent by no later than January 10, 2024 at 4:00 P.M. (Eastern Time), unless such Voting Deadline is extended by the Debtors. Please submit a Ballot with your vote by:

Submitting Your Vote Online through the Online Portal

The Solicitation Agent will accept properly completed Ballots online through the Online Portal. To submit your customized electronic Ballot via the Online Portal, visit https://restructuring.ra.kroll.com/genesis and click on the "Submit E-Ballot" section of the website. Follow the instructions to submit your customized electronic Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Kroll's Online Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

Each Unique E-Ballot ID# is to be used solely for voting only those Claims described in your electronic Ballot. Please complete and submit an electronic Ballot for each Unique E-Ballot ID# you receive, as applicable.

If your Ballot is not received by Kroll on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

If you vote via the Online Portal, you SHOULD NOT also submit the hard copy version of your Ballot.

If by First Class Mail, Overnight Courier or Hand Delivery:

Genesis Global Holdco, LLC Ballot Processing Center c/o Kroll Restructuring Administration LLC 850 Third Avenue, Suite 412 Brooklyn, NY 11232

To arrange for hand delivery of your Ballot, please email genesisballots@ra.kroll.com (with "Genesis Ballot—Hand Delivery" in the subject line) at least 24 hours prior to arrival and provide the anticipated date and time of delivery.

THIS BALLOT WILL NOT BE ACCEPTED BY TELECOPY, FACSIMILE OR OTHER ELECTRONIC MEANS.

YOUR BALLOT MUST BE <u>ACTUALLY RECEIVED</u> BY THE SOLICITATION AGENT BY THE VOTING DEADLINE, WHICH IS 4:00 P.M. (PREVAILING EASTERN TIME) ON JANUARY 10, 2024.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE SOLICITATION AGENT EITHER BY (I) WRITING GENESIS GLOBAL HOLDCO, LLC BALLOT PROCESSING CENTER, C/O KROLL RESTRUCTURING ADMINISTRATION LLC, 850 THIRD AVENUE, SUITE 412, BROOKLYN, NY 11232; (II) CALLING U.S. TOLL FREE: (888) 524-2017 OR INTERNATIONAL TOLL: (646) 440-4183; OR (III) EMAILING GENESISINFO@RA.KROLL.COM (WITH "GENESIS BALLOTS" IN THE SUBJECT LINE). PLEASE BE ADVISED THAT THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL ADVICE.

Exhibit O

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
Genesis Global Holdco, LLC, et al.,1	Case No.: 23-10063 (SHL)
Debtors.	Jointly Administered

NOTICE OF NON-VOTING STATUS TO HOLDERS OF UNIMPAIRED CLAIMS CONCLUSIVELY PRESUMED TO ACCEPT THE PLAN

PLEASE TAKE NOTICE THAT on December 6, 2023, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered an order [ECF No. 1027] (the "Order") approving the Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et al., Under Chapter 11 of the Bankruptcy Code, dated December 6, 2023 [ECF No. 1031] (as may be amended, altered, modified, revised, or supplemented from time to time, the "Disclosure Statement") filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors") as containing adequate information under section 1125(b) of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Order also authorized the Debtors to solicit votes to accept or reject the Debtors' Amended Joint Chapter 11 Plan, dated November 28, 2023 [ECF No. 989] (as may be amended, altered, modified, revised, or supplemented from time to time, the "Plan"). Capitalized terms used, but not otherwise defined herein, have the meanings ascribed to them in the Plan or the Disclosure Statement, as applicable.

PLEASE TAKE FURTHER NOTICE THAT because of the treatment of your Claim under the Plan, you are not entitled to vote on the Plan on account of such Claim. As a holder of a Claim that is not Impaired under the terms of the Plan, you are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, and therefore are not entitled to vote on the Plan. If you believe you are entitled to vote on the Plan, then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018(a) Motion") for an order temporarily allowing your Claim for purposes of voting to accept or reject the Plan on or before December 15, 2023. In accordance with Bankruptcy Rule 3018, as to any creditor filing a Rule 3018(a) Motion, such creditor's Ballot will not be counted unless temporarily allowed by the Bankruptcy Court for voting purposes after notice and a hearing. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered.

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564); and Genesis Asia Pacific Pte. Ltd. (2164R). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

PLEASE TAKE FURTHER NOTICE THAT if you hold a separate, additional Claim for which you are entitled to vote (or part of your Claim falls into a class of Claims entitled to vote) you will also receive a Ballot via a separate mailing from the Solicitation Agent. In such an instance, the Debtors encourage you to follow the instructions in the Ballot.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan (the "Confirmation Hearing") will commence on February 14, 2024 at 10:00 A.M., prevailing Eastern Time via Zoom before the Honorable Judge Sean H. Lane, United States Bankruptcy Judge in the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, NY 10601. The Confirmation Hearing may be continued from time to time by the Court or the Debtors, without further notice other than by such adjournment being announced in open court, by Agenda filed with the Court and/or by a Notice of Adjournment filed with the Court and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is January 29, 2024 at 4:00 P.M., prevailing Eastern Time (the "Confirmation Objection Deadline"). Any objection to the Plan must: (a) be in writing; (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and any orders of the Court; (d) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so that it is actually received on or before the Confirmation Objection Deadline (or supplement deadline, if applicable):

- (a) counsel to the Debtors, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attn: Sean A. O'Neal, Esq., Luke A. Barefoot, Esq. and Jane VanLare, Esq.;
- (b) the Office of the United States Trustee for Region 2, U.S. Department of Justice, Office of the U.S. Trustee, Alexander Hamilton U.S. Custom House, One Bowling Green, Suite 515, New York, NY 10004, Attn: Greg Zipes, Esq.; and
- (c) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Philip Abelson, Esq. and J. Christopher Shore, Esq.

PLEASE TAKE FURTHER NOTICE that if a controversy arises regarding whether any Claim or Interest is properly classified under the Plan, the Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Court finds that the classification of any Claim or Interest is improper, then such Claim or Interest shall be reclassified and the Ballot previously cast by the holder of such Claim or Interest shall be counted in, and the Claim or Interest shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim or Interest should have been classified, without the necessity of resoliciting any votes on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Order, the Disclosure Statement (including the Plan and the other exhibits thereto) and all other materials in the Solicitation Packages, except Ballots, may be obtained at no charge by (i) visiting the Debtors' case website at https://restructuring.ra.kroll.com/genesis (the "Case Website"), (ii) writing Kroll Restructuring Administration LLC (the "Solicitation Agent") at Genesis Global Holdco LLC Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, New York 11232; (iii) emailing genesisinfo@ra.kroll.com; or (iv) calling the Solicitation Agent at (888) 524-2017 (U.S. toll free), (646) 440-4183 (international toll), or any of the numbers available at the Case Website if calling internationally. You may also access these materials for a fee via PACER at https://www.nysb.uscourts.gov.

PLEASE TAKE FURTHER NOTICE THAT Article VIII of the Plan contains the following release, exculpation, and injunction provisions. You are advised and encouraged to carefully review and consider the Plan, including the release, exculpation, and injunction provisions, as your rights might be affected.

Article VIII of the Plan provides for a debtor release (the "Debtor Release"):

Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released by the Debtors, their Estates, and the Wind-Down Debtors (as applicable), in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Person or its estate, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.D of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the **DCG Parties.**

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article VIII.D of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

Article VIII of the Plan provides for Releases by Releasing Parties (the "Third Party Release"):

Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, to the fullest extent allowed by applicable law, each Releasing Party hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases each Debtor, Estate, Wind-Down Debtor, and Released Party from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Releasing Party or its estate, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other

Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that except as expressly provided under the Plan, the foregoing releases shall not release obligations of the Debtors or the Wind-Down Debtors on account of any Allowed Claims that are treated under the Plan or obligations otherwise arising under any contract, agreement, or other business arrangement between any non-Debtor Releasing Party and any non-Debtor Released Party. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.E of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Releasing Parties set forth in Article VIII.E of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) an essential component of the Plan and the Restructuring; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases except as expressly set forth in the Plan.

Article VIII of the Plan provides for an exculpation (the "Exculpation"):

Except as otherwise specifically provided in the Plan or Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claim, Cause of Action, obligation, suit, judgment, damage, demand, loss, or liability for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, or the related agreements, instruments, and other documents (including the Definitive Documents), the solicitation of votes with respect to the Plan, or the Restructuring, or any related contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Debtors' in or out-of-court restructuring efforts, the Disclosure Statement, the Plan, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Sales Process, including the issuance of or distribution of any property pursuant to the Plan and the Sales Process, the related agreements, instruments, and other documents (including the Definitive Documents), or upon any other act or omission, the transaction, agreement, event, or other occurrence taking place on or before the Effective Date related to the foregoing, except for claims related to any act or omission that is determined in a Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Confirmation Order shall provide that the Exculpated Parties (to the extent applicable) have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.F of the Plan shall, nor shall it be deemed to, release or exculpate any DCG Party.

Article VIII of the Plan provides for an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, together with their respective present or former employees, agents, officers, directors, principals, and Affiliates, are enjoined, from

and after the Effective Date through and until the date on which all remaining property of the Debtors' Estates vested in the Wind-Down Debtors has been liquidated and distributed to Holders of Claims or otherwise in accordance with the terms of the Plan and the Plan Administration Agreement and the Plan has been fully administered, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Released Parties, or the Exculpated Parties (collectively, the "Enjoined Actions"): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan. Further, to the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Causes of Action released or exculpated pursuant to this Plan, including the Enjoined Actions, against any Released Party or Exculpated Party other than the Debtors or the Wind-Down Debtors. Nothing in the Plan or the Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

Dated: December 6, 2023 New York, New York /s/ Jane VanLare
Sean A. O'Neal
Luke A. Barefoot
Jane VanLare
CLEARY GOTTLIEB STEEN &
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Counsel to the Debtors and Debtors-in-Possession

Exhibit P

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
Genesis Global Holdco, LLC, et al.,1	Case No.: 23-10063 (SHL)
Debtors.	Jointly Administered

NOTICE OF NON-VOTING STATUS TO HOLDERS OF IMPAIRED CLAIMS CONCLUSIVELY PRESUMED TO REJECT THE PLAN

PLEASE TAKE NOTICE THAT on December 6, 2023, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered an order [ECF No. 1027] (the "Order") approving the Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et al., Under Chapter 11 of the Bankruptcy Code, dated December 6, 2023 [ECF No. 1031] (as may be amended, altered, modified, revised, or supplemented from time to time, and including all the exhibits thereto, the "Disclosure Statement") filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors") as containing adequate information under section 1125(b) of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Order also authorized the Debtors to solicit votes to accept or reject the Debtors' Amended Joint Chapter 11 Plan, dated November 28, 2023 [ECF No. 989] (as may be amended, altered, modified, revised, or supplemented from time to time, and including all the exhibits thereto, the "Plan"). Capitalized terms used, but not otherwise defined herein, have the meanings ascribed to them in the Plan or Disclosure Statement, as applicable.

PLEASE TAKE FURTHER NOTICE THAT because of the treatment of your Claim under the Plan, <u>you are not entitled to vote on the Plan on account of such Claim</u>. Specifically, under the terms of the Plan, as a holder of a Claim or Interest (as currently asserted against the Debtors) that is receiving no distribution under the Plan, you are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code and are not entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT if you believe you are entitled to vote on the Plan, then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018(a) Motion") for an order temporarily allowing your Claim for purposes of voting to accept or reject the Plan on or before December 15, 2023. In accordance with Bankruptcy Rule 3018, as to any creditor filing a Rule 3018(a) Motion, such creditor's Ballot will not be counted unless temporarily allowed by the Bankruptcy

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The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564); and Genesis Asia Pacific Pte. Ltd. (2164R). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

PLEASE TAKE FURTHER NOTICE THAT if you hold a separate, additional Claim for which you are entitled to vote (or part of your Claim falls into a class of Claims entitled to vote) you will also receive a Ballot via a separate mailing from the Claims and Solicitation Agent. In such an instance, the Debtors encourage you to follow the instructions in the Ballot.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan (the "Confirmation Hearing") will commence on February 14, 2024 at 10:00 A.M., prevailing Eastern Time via Zoom before the Honorable Judge Sean H. Lane, United States Bankruptcy Judge in the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, NY 10601. The Confirmation Hearing may be continued from time to time by the Court or the Debtors, without further notice other than by such adjournment being announced in open court, by Agenda filed with the Court and/or by a Notice of Adjournment filed with the Court and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is January 29, 2024 at 4:00 P.M., prevailing Eastern Time (the "Confirmation Objection Deadline"). Any objection to the Plan must: (a) be in writing; (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and any orders of the Court; (d) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so that it is actually received on or before the Confirmation Objection Deadline (or supplement deadline, if applicable):

- (a) counsel to the Debtors, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attn: Sean A. O'Neal, Esq., Luke A. Barefoot, Esq. and Jane VanLare, Esq.;
- (b) the Office of the United States Trustee for Region 2, U.S. Department of Justice, Office of the U.S. Trustee, Alexander Hamilton U.S. Custom House, One Bowling Green, Suite 515, New York, NY 10004, Attn: Greg Zipes, Esq.; and
- (c) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Philip Abelson, Esq. and J. Christopher Shore, Esq.

PLEASE TAKE FURTHER NOTICE that if a controversy arises regarding whether any Claim or Interest is properly classified under the Plan, the Bankruptcy Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Bankruptcy Court finds that the classification of any Claim or Interest is improper, then such Claim or Equity Interest shall be reclassified and the Ballot previously cast by the holder of such Claim or Equity Interest shall be counted in, and the Claim or Interest shall receive the treatment

prescribed in, the Class in which the Bankruptcy Court determines such Claim or Equity Interest should have been classified, without the necessity of resoliciting any votes on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Order, Disclosure Statement (including the Plan and the other exhibits thereto) and all other materials in the Solicitation Packages, except Ballots, may be obtained at no charge by (i) visiting the Debtors' case website at https://restructuring.ra.kroll.com/genesis (the "Case Website") (ii) writing Kroll Restructuring Administration LLC (the "Solicitation Agent") at Genesis Global Holdco LLC Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, New York 11232; (iii) emailing genesisinfo@ra.kroll.com; or (iv) calling the Solicitation Agent at (888) 524-2017 (U.S. toll free), (646) 440-4183 (international toll), or any of the numbers available at the Case Website if calling internationally. You may also access these materials for a fee via PACER at https://www.nysb.uscourts.gov.

PLEASE TAKE FURTHER NOTICE THAT Article VIII of the Plan contains the following release (including third-party releases), exculpation, and injunction provisions. You are advised and encouraged to carefully review and consider the Plan, including the release, exculpation, and injunction provisions, as your rights might be affected.

Article VIII of the Plan provides for a debtor release (the "Debtor Release"):

Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released by the Debtors, their Estates, and the Wind-Down Debtors (as applicable), in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Person or its estate, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract,

instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.D of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article VIII.D of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the Debtors and after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

Article VIII of the Plan provides for Releases by Releasing Parties (the "Third Party Release"):

Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, to the fullest extent allowed by applicable law, each Releasing Party hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases each Debtor, Estate, Wind-Down Debtor, and Released Party from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Releasing Party or its estate, heirs, executors, administrators, successors, assigns, managers,

accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that except as expressly provided under the Plan, the foregoing releases shall not release obligations of the Debtors or the Wind-Down Debtors on account of any Allowed Claims that are treated under the Plan or obligations otherwise arising under any contract, agreement, or other business arrangement between any non-Debtor Releasing Party and any non-Debtor Released Party. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.E of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Releasing Parties set forth in Article VIII.E of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) an essential component of the Plan and the Restructuring; and (7) a bar to any

of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases except as expressly set forth in the Plan.

Article VIII of the Plan provides for an exculpation (the "Exculpation"):

Except as otherwise specifically provided in the Plan or Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claim, Cause of Action, obligation, suit, judgment, damage, demand, loss, or liability for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, or the related agreements, instruments, and other documents (including the Definitive Documents), the solicitation of votes with respect to the Plan, or the Restructuring, or any related contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Debtors' in or out-of-court restructuring efforts, the Disclosure Statement, the Plan, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Sales Process, including the issuance of or distribution of any property pursuant to the Plan and the Sales Process, the related agreements, instruments, and other documents (including the Definitive Documents), or upon any other act or omission, the transaction, agreement, event, or other occurrence taking place on or before the Effective Date related to the foregoing, except for claims related to any act or omission that is determined in a Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Confirmation Order shall provide that the Exculpated Parties (to the extent applicable) have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.F of the Plan shall, nor shall it be deemed to, release or exculpate any DCG Party.

Article VIII of the Plan provides for an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against

or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, together with their respective present or former employees, agents, officers, directors, principals, and Affiliates, are enjoined, from and after the Effective Date through and until the date on which all remaining property of the Debtors' Estates vested in the Wind-Down Debtors has been liquidated and distributed to Holders of Claims or otherwise in accordance with the terms of the Plan and the Plan Administration Agreement and the Plan has been fully administered, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Released Parties, or the Exculpated Parties (collectively, the "Enjoined Actions"): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan. Further, to the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Causes of Action released or exculpated pursuant to this Plan, including the Enjoined Actions, against any Released Party or Exculpated Party other than the Debtors or the Wind-Down Debtors. Nothing in the Plan or the Confirmation Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

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Dated: December 6, 2023

New York, New York

/s/ Jane VanLare Sean A. O'Neal Luke A. Barefoot Jane VanLare

CLEARY GOTTLIEB STEEN &

HAMILTON LLP One Liberty Plaza

New York, New York 10006 Telephone: (212) 225-2000 Facsimile: (212) 225-3999

Counsel to the Debtors and Debtors-in-Possession Exhibit Q

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
Genesis Global Holdco, LLC, et al.,1	Case No.: 23-10063 (SHL)
Debtors.	Jointly Administered

NOTICE OF NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS

PLEASE TAKE NOTICE THAT on December 6, 2023, the United States Bankruptcy Court for the Southern District of New York (the "Court") entered an order [ECF No. 1027] (the "Order") approving the Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC, et al., Under Chapter 11 of the Bankruptcy Code, dated December 6, 2023 [ECF No. 1031] (as may be amended, altered, modified, revised, or supplemented from time to time, the "Disclosure Statement") filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors") as containing adequate information under section 1125(b) of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Order also authorized the Debtors to solicit votes to accept or reject the Debtors' Amended Joint Chapter 11 Plan, dated November 28, 2023 [ECF No. 989] (as may be amended, altered, modified, revised, or supplemented from time to time, the "Plan"). Capitalized terms used, but not otherwise defined herein, have the meanings ascribed to them in the Plan or the Disclosure Statement, as applicable.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because you are the holder of a Claim that is subject to a pending objection. You are not entitled to vote any disputed portion of your Claim on the Plan unless one or more of the following events have taken place before a date that is seven (7) days before the Voting Deadline or a later deadline otherwise established by the Court (each, a "Resolution Event"):

- 1. an order of the Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;
- 2. an order of the Court is entered temporarily allowing such claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (or equivalent identifier), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564); and Genesis Asia Pacific Pte. Ltd. (2164R). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

- 3. a stipulation or other agreement is executed between you and the Debtors temporarily allowing you to vote your Claim in an agreed upon amount; or
- 4. the pending objection to such Claim is voluntarily withdrawn by the objecting party.

PLEASE TAKE FURTHER NOTICE THAT if you believe you are entitled to vote on the Plan, then you must serve on the Debtors and file with the Bankruptcy Court a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018(a) Motion") for an order temporarily allowing your Claim for purposes of voting to accept or reject the Plan on or before December 15, 2023. In accordance with Bankruptcy Rule 3018, as to any creditor filing a Rule 3018(a) Motion, such creditor's Ballot will not be counted unless temporarily allowed by the Bankruptcy Court for voting purposes after notice and a hearing. Rule 3018(a) Motions that are not timely filed and served in the manner as set forth above may not be considered.

PLEASE TAKE FURTHER NOTICE THAT if a Resolution Event occurs, then no later than two (2) business days thereafter, the Solicitation Agent (as defined below) shall distribute a ballot, which must be returned to the Solicitation Agent no later than the Voting Deadline, which is on January 10, 2024 at 4:00 P.M. (prevailing Eastern time) or such later date as may be expressly authorized by an order of the Court.

PLEASE TAKE FURTHER NOTICE THAT if you hold a separate, additional Claim for which you are entitled to vote (or part of your Claim falls into a Class of Claims entitled to vote) you will also receive a Ballot via a separate mailing from the Solicitation Agent. In such an instance, the Debtors encourage you to follow the instructions in the Ballot.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan (the "Confirmation Hearing") will commence on February 14, 2024 at 10:00 A.M., prevailing Eastern Time via Zoom before the Honorable Judge Sean H. Lane, United States Bankruptcy Judge in the United States Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, NY 10601. The Confirmation Hearing may be continued from time to time by the Court or the Debtors, without further notice other than by such adjournment being announced in open court, by Agenda filed with the Court and/or by a Notice of Adjournment filed with the Court and served on all parties entitled to notice.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is January 29, 2024 at 4:00 P.M., prevailing Eastern Time (the "Confirmation Objection Deadline"). Any objection to the Plan must: (a) be in writing; (b) in English, (c) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and any orders of the Court; (d) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so that it is actually received on or before the Confirmation Objection Deadline (or supplement deadline, if applicable):

- (a) counsel to the Debtors, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, Attn: Sean A. O'Neal, Esq., Luke A. Barefoot, Esq., and Jane VanLare, Esq.;
- (b) the Office of the United States Trustee for Region 2, U.S. Department of Justice, Office of the U.S. Trustee, Alexander Hamilton U.S. Custom House, One Bowling Green, Suite 515, New York, NY 10004, Attn: Greg Zipes, Esq.; and
- (c) counsel to the Official Committee of Unsecured Creditors, White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020, Attn: Philip Abelson, Esq. and J. Christopher Shore, Esq.

PLEASE TAKE FURTHER NOTICE that if a controversy arises regarding whether any Claim or Interest is properly classified under the Plan, the Court shall, upon proper motion and notice, determine such controversy at the Confirmation Hearing. If the Court finds that the classification of any Claim or Interest is improper, then such Claim or Interest shall be reclassified and the Ballot previously cast by the holder of such Claim or Interest shall be counted in, and the Claim or Interest shall receive the treatment prescribed in, the Class in which the Bankruptcy Court determines such Claim or Interest should have been classified, without the necessity of resoliciting any votes on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Order, the Disclosure Statement (including the Plan and the other exhibits thereto) and all other materials in the Solicitation Packages, except Ballots, may be obtained at no charge by (i) visiting the Debtors' case website at https://restructuring.ra.kroll.com/genesis (the "Case Website"), (ii) writing Kroll Restructuring Administration LLC (the "Solicitation Agent") at Genesis Global Holdco LLC Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, New York 11232; (iii) emailing genesisinfo@ra.kroll.com; or (iv) calling the Solicitation Agent at (888) 524-2017 (U.S. toll free), (646) 440-4183 (international toll), or any of the numbers available at the Case Website if calling internationally. You may also access these materials for a fee via PACER at https://www.nysb.uscourts.gov.

PLEASE TAKE FURTHER NOTICE THAT Article VIII of the Plan contains the following release, exculpation, and injunction provisions. You are advised and encouraged to carefully review and consider the Plan, including the release, exculpation, and injunction provisions, as your rights might be affected.

Article VIII of the Plan provides for a debtor release (the "Debtor Release"):

Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is hereby deemed conclusively, absolutely, unconditionally, irrevocably, and forever released by the Debtors, their Estates, and the Wind-Down Debtors (as applicable), in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and

all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Person or its estate, Affiliates, heirs, administrators, successors, assigns, managers, accountants, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.D of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Debtors set forth in Article VIII.D of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after reasonable investigation by the

Debtors and after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Wind-Down Debtors, or their Estates asserting any Claim or Cause of Action released pursuant to such releases.

Article VIII of the Plan provides for Releases by Releasing Parties (the "Third Party Release"):

Except as otherwise specifically provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, to the fullest extent allowed by applicable law, each Releasing Party hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases each Debtor, Estate, Wind-Down Debtor, and Released Party from any and all Claims, Causes of Action, Avoidance Actions, obligations, suits, judgments, damages, demands, losses, liabilities, and remedies whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors, the Wind-Down Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, accrued or unaccrued, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, that such Releasing Party or its estate, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in- or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, or any Restructuring, contract, instrument, document, release, or other agreement or document (including any legal opinion regarding any such transaction, contract, instrument, document, release, or other agreement or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the pursuit of Confirmation, the pursuit of Consummation, the solicitation of votes with respect to the Plan, the administration and implementation of the Plan, including the issuance or distribution of any property pursuant to the Plan, the Definitive Documents, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that except as expressly provided under the Plan, the foregoing releases shall not release obligations of the Debtors or the Wind-Down Debtors on account of any Allowed Claims that are treated under the Plan or obligations otherwise arising under any contract, agreement, or other business arrangement between any non-Debtor Releasing Party and any non-Debtor Released Party. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.E of the Plan shall, nor shall it be deemed to, release (i) any post-Effective Date obligations of any Person or Entity under the Plan, including any such obligations created in connection with the Restructuring; (ii) any Released Party from any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of such Released Party's gross negligence, fraud, or willful misconduct; (iii) any Excluded Claim; or (iv) any Causes of Action or other claims against any of the Gemini Parties or any of the DCG Parties.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases by the Releasing Parties set forth in Article VIII.E of the Plan, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such releases are: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims and Causes of Action released by such releases; (3) in the best interests of the Debtors and their Estates; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) an essential component of the Plan and the Restructuring; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to such releases except as expressly set forth in the Plan.

Article VIII of the Plan provides for an exculpation (the "Exculpation"):

Except as otherwise specifically provided in the Plan or Confirmation Order, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claim, Cause of Action, obligation, suit, judgment, damage, demand, loss, or liability for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, the Plan, the Plan Supplement, the Alameda/Genesis Settlement Agreement, the 3AC/Genesis Settlement Agreement, any Monetization Transaction, or the related agreements, instruments, and other documents (including the Definitive Documents), the solicitation of votes with respect to the Plan, or the Restructuring, or any related contract, instrument, release or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Debtors' in or out-of-court restructuring efforts, the Disclosure Statement, the Plan, the related agreements, instruments, and other documents (including the Definitive Documents), the Chapter 11 Cases, the filing of the Chapter 11 Cases, the Sales Process, the solicitation of votes with respect to the Plan, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan and the Sales Process, including the issuance of or distribution of any property pursuant to the Plan and the Sales Process, the related agreements, instruments, and other documents (including the Definitive Documents), or upon any other act or omission, the transaction, agreement, event, or other occurrence taking place on or before the Effective Date related to the foregoing, except for claims related to any act or omission that is determined in a Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

The Confirmation Order shall provide that the Exculpated Parties (to the extent applicable) have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of, and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, nothing in Article VIII.F of the Plan shall, nor shall it be deemed to, release or exculpate any DCG Party.

Article VIII of the Plan provides for an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or Confirmation Order, all Entities who have held, hold, or may hold Claims against or Interests in the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, together with their respective present or former employees, agents, officers, directors, principals, and Affiliates, are enjoined, from and after the Effective Date through and until the date on which all remaining property of the Debtors' Estates vested in the Wind-Down Debtors has been liquidated and distributed to Holders of Claims or otherwise in accordance with the terms of the Plan and the Plan Administration Agreement and the Plan has been fully administered, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Debtors, the Released Parties, or the Exculpated Parties (collectively, the "Enjoined Actions"): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; and (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests. Notwithstanding anything to the contrary in the foregoing, the injunction does not enjoin any party under the Plan or under any document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan from bringing an action to enforce the terms of the Plan or such document, instrument, or agreement (including those attached to the Disclosure Statement or set forth in the Plan Supplement, to the extent finalized) executed to implement the Plan. Further, to the maximum extent permitted under applicable law, the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any Causes of Action released or exculpated pursuant to this Plan, including the Enjoined Actions, against any Released Party or Exculpated Party other than the Debtors or the Wind-Down Debtors. Nothing in the Plan or the Confirmation

Order shall grant the Debtors a discharge pursuant to section 1141(d) of the Bankruptcy Code.

Dated: December 6, 2023

New York, New York

/s/ Jane VanLare
Sean A. O'Neal
Luke A. Barefoot
Jane VanLare

CLEARY GOTTLIEB STEEN &

HAMILTON LLP One Liberty Plaza

New York, New York 10006 Telephone: (212) 225-2000 Facsimile: (212) 225-3999

Counsel to the Debtors and Debtors-in-Possession

Exhibit R

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Exhibit R

Class 3 GAP Email Service List

Served via email

MMLID	NAME	EMAIL
16172318	Name on file	Email address on file
16740607	Name on file	Email address on file
16785453	Name on file	Email address on file
16028038	Name on file	Email address on file
16028393	Name on file	Email address on file
16788854	Digital Currency Group, Inc.	Email address on file
16172774	Name on file	Email address on file
16787809	Name on file	Email address on file
16028122	J K MEDORA CORPORATE ASSISTANCE PTE LTD N	Email address on file
16786303	Name on file	Email address on file
16028046	Name on file	Email address on file
16029259	Name on file	Email address on file
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16173005	Name on file	Email address on file
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16788895	Name on file	Email address on file
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16788783	Name on file	Email address on file
16786251	Translunar Crypto LP	Email address on file
16747231	Name on file	Email address on file
16128182	Name on file	Email address on file
16787544	Name on file	Email address on file
16745192	Name on file	Email address on file
16745100	Name on file	Email address on file
16029261	Name on file	Email address on file
16028588	Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

Exhibit S

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Exhibit S

Class 3 GGC Email Service List

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MMLID	NAME	EMAIL
16029286	Name on file	Email address on file
16028890	Name on file	Email address on file
16573152	Name on file	Email address on file
16029308	Name on file	Email address on file
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16128206	Name on file	Email address on file
16029423	Name on file	Email address on file
16775255	Name on file	Email address on file
16774588	Name on file	Email address on file
16029433	Name on file	Email address on file

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Exhibit S

Class 3 GGC Email Service List

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MMLID	NAME	EMAIL
16028275	Name on file	Email address on file
16028295	Name on file	Email address on file
16683931	Name on file	Email address on file
16774580	Name on file	Email address on file
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16029455	Name on file	Email address on file
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16028360	Name on file	Email address on file
16172437	Name on file	Email address on file
16172406	Name on file	Email address on file
16784355	Name on file	Email address on file

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Exhibit S

Class 3 GGC Email Service List

Served via email

MMLID	NAME	EMAIL
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16028806	Name on file	Email address on file
16686159	Name on file	Email address on file
16028306	Name on file	Email address on file
16786295	Name on file	Email address on file
16785073	Name on file	Email address on file
16788854	Digital Currency Group, Inc.	Email address on file
16172782	Name on file	Email address on file
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16028303	Name on file	Email address on file
16787949	Name on file	Email address on file
16172464	Name on file	Email address on file
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16787931	Name on file	Email address on file
16775360	Name on file	Email address on file
16029436	Name on file	Email address on file
16573448	Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

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Exhibit S

Class 3 GGC Email Service List

Served via email

MMLID	NAME	EMAIL
16028644	Name on file	Email address on file
16028518	Name on file	Email address on file
16685672	Name on file	Email address on file
16787892	Name on file	Email address on file
16787848	Name on file	Email address on file
16788727	Name on file	Email address on file
19309023	GPD Holdings LLC d/b/a CoinFlip	Email address on file
16028597	Name on file	Email address on file
16787539	Name on file	Email address on file
16128241	Name on file	Email address on file
16028877	Name on file	Email address on file
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16028617	Name on file	Email address on file

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Exhibit S

Class 3 GGC Email Service List

Served via email

MMLID	NAME	EMAIL
16744743	Name on file	Email address on file
20184973	Jefferies Leveraged Credit Products, LLC as Transferee of Name on File	Email address on file
16029347	Name on file	Email address on file
16029223	Name on file	Email address on file
16075692	Name on file	Email address on file
16683942	Name on file	Email address on file
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16029074	Name on file	Email address on file
16029240	Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

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Exhibit S

Class 3 GGC Email Service List

Served via email

MMLID	NAME	EMAIL
16789913	Name on file	Email address on file
16028797	Name on file	Email address on file
16128236	Name on file	Email address on file
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16785558	Name on file	Email address on file
16785478	Name on file	Email address on file

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Exhibit S

Class 3 GGC Email Service List

Served via email

MMLID	NAME	EMAIL
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16128228	Name on file	Email address on file
16028930	Name on file	Email address on file
16029442	Name on file	Email address on file
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16178401	Name on file	Email address on file

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16686906	Name on file	Email address on file
16028889	Name on file	Email address on file

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Exhibit T

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Class 3 GGH Email Service List

Served via email

MMLID	NAME	EMAIL
16172780	Name on file	Email address on file
16574267	Name on file	Email address on file
16743640	Name on file	Email address on file
16789770	Name on file	Email address on file
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In re: Genesis Global Holdco, LLC, et al.

Exhibit T

Class 3 GGH Email Service List

Served via email

MMLID	NAME	EMAIL
16576288	Name on file	Email address on file
16683935	Name on file	Email address on file
16749171	Name on file	Email address on file
16574923	Name on file	Email address on file
16788697	Name on file	Email address on file
16744743	Name on file	Email address on file
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16749472	Name on file	Email address on file
16172970	Name on file	Email address on file
16172346	Name on file	Email address on file
16574240	Name on file	Email address on file
16787380	Name on file	Email address on file
16787227	Name on file	Email address on file
16880104	Name on file	Email address on file
16121734	Name on file	Email address on file
16121734	Name on file	Email address on file
16784204	Name on file	Email address on file
16784240	Name on file	Email address on file
16178401	Name on file	Email address on file
16575430	Name on file	Email address on file
16785262	Name on file	Email address on file
16172770	Name on file	Email address on file
16579861	Name on file	Email address on file
16785379	Name on file	Email address on file
16127949	Name on file	Email address on file
16172822	Name on file	Email address on file
16788757	Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

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Exhibit T

Class 3 GGH Email Service List

Served via email

MMLID	NAME	EMAIL
16775232	Name on file	Email address on file
16748662	Name on file	Email address on file
16788927	Name on file	Email address on file
16573657	Name on file	Email address on file
16784910	Name on file	Email address on file
16749247	Name on file	Email address on file
16684464	Name on file	Email address on file
16574920	Name on file	Email address on file
16781354	Name on file	Email address on file
16788781	Name on file	Email address on file
16171988	Name on file	Email address on file
16786239	Translunar Crypto LP	Email address on file
16747223	Name on file	Email address on file
16172396	Name on file	Email address on file
16576282	Name on file	Email address on file
16749065	Name on file	Email address on file
16685674	Name on file	Email address on file
16172339	Name on file	Email address on file
16749303	Name on file	Email address on file
16573853	Name on file	Email address on file
16745069	Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

Exhibit U

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Exhibit U

Class 4 GGC Email Service List

Served via email

MMLID	NAME	EMAIL
16128199	Name on file	Email address on file
16029348	Name on file	Email address on file
16028368	Name on file	Email address on file
16128201	Name on file	Email address on file
16029294	Name on file	Email address on file
16028635	Name on file	Email address on file
16788681	ARK Cryptocurrency Master Fund LLC	Email address on file
16029381	Name on file	Email address on file
16029390	Name on file	Email address on file
16685652	Name on file	Email address on file
16787634	Name on file	Email address on file
16029150	Name on file	Email address on file
16028717	Name on file	Email address on file
16028792	Name on file	Email address on file
16029154	Name on file	Email address on file
16788688	Name on file	Email address on file
16028631	Name on file	Email address on file
16028502	Name on file	Email address on file
16788840	Name on file	Email address on file
16028657	Name on file	Email address on file
16775255	Name on file	Email address on file
16029268	Name on file	Email address on file
16029102	Name on file	Email address on file
16747759	Name on file	Email address on file
16028684	Name on file	Email address on file
16029451	Name on file	Email address on file
16774580	Name on file	Email address on file
16774754	Name on file	Email address on file
16028984	Name on file	Email address on file
16178408	Name on file	Email address on file
16788749	Name on file	Email address on file
16029007	Name on file	Email address on file
16028775	Name on file	Email address on file
16029123	Name on file	Email address on file
16784896	Name on file	Email address on file
16774128	Name on file	Email address on file
16749309	Name on file	Email address on file
16029355	Name on file	Email address on file
16029445	Name on file	Email address on file
16172619	Name on file	Email address on file
16578994	Name on file	Email address on file
16785316	Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

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Exhibit U

Class 4 GGC Email Service List

Served via email

MMLID	NAME	EMAIL
16028317	Name on file	Email address on file
16028991	Name on file	Email address on file
16028658	Name on file	Email address on file
16574468	Name on file	Email address on file
16173260	Name on file	Email address on file
16028778	Name on file	Email address on file
16028364	Name on file	Email address on file
16784355	Name on file	Email address on file
16028928	Name on file	Email address on file
16789922	Name on file	Email address on file
16029038	Name on file	Email address on file
16686159	Name on file	Email address on file
16029048	Name on file	Email address on file
16028937	Name on file	Email address on file
16029113	Name on file	Email address on file
16128214	Name on file	Email address on file
16028448	Name on file	Email address on file
16575420	Name on file	Email address on file
16029144	Name on file	Email address on file
16074390	Name on file	Email address on file
16028337	Name on file	Email address on file
16028780	Name on file	Email address on file
16684438	Name on file	Email address on file
16028662	Name on file	Email address on file
16787476	Name on file	Email address on file
16029039	Name on file	Email address on file
16573669	Name on file	Email address on file
16028496	Name on file	Email address on file
16029145	Name on file	Email address on file
16028663	Name on file	Email address on file
16029155	Name on file	Email address on file
16028781	Name on file	Email address on file
16029060	Name on file	Email address on file
16028664	Name on file	Email address on file
16788727	Name on file	Email address on file
16773727	Name on file	Email address on file
16788745	Name on file	Email address on file
16787539	Name on file	Email address on file
16028307	Name on file	Email address on file
16128200	Name on file	Email address on file
16028877	Name on file	Email address on file
16029009	Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

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Exhibit U

Class 4 GGC Email Service List

Served via email

MMLID	NAME	EMAIL
16028540	Name on file	Email address on file
16028648	Name on file	Email address on file
16028443	Name on file	Email address on file
16029044	Name on file	Email address on file
16028823	Name on file	Email address on file
16028369	Name on file	Email address on file
16774260	Name on file	Email address on file
16128221	Name on file	Email address on file
16128222	Name on file	Email address on file
16788834	Name on file	Email address on file
16128226	Name on file	Email address on file
16028619	Name on file	Email address on file
20184973	Jefferies Leveraged Credit Products, LLC as Transferee of Name on File	Email address on file
16028519	Name on file	Email address on file
16029299	Name on file	Email address on file
16686136	Name on file	Email address on file
16028621	Name on file	Email address on file
16683942	Name on file	Email address on file
16028907	Name on file	Email address on file
16028601	Name on file	Email address on file
16028731	Name on file	Email address on file
16744325	Name on file	Email address on file
16028309	Name on file	Email address on file
16028711	Name on file	Email address on file
16749479	Name on file	Email address on file
16028685	Name on file	Email address on file
16788802	Name on file	Email address on file
16029309	Name on file	Email address on file
16028620	Name on file	Email address on file
16744724	Name on file	Email address on file
16028712	Name on file	Email address on file
16027487	Name on file	Email address on file
16028602	Name on file	Email address on file
16028730	Name on file	Email address on file
16788887	Name on file	Email address on file
16028494	Name on file	Email address on file
16028771	Name on file	Email address on file
16061696	Name on file	Email address on file
16779156	Name on file	Email address on file
16784174	Name on file	Email address on file
16028386	Name on file	Email address on file
16028606	Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

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Exhibit U

Class 4 GGC Email Service List

Served via email

B 4 B 4 L L D	NABAT	FRAAU
MMLID	NAME	EMAIL
16028311	Name on file	Email address on file
16028755	Name on file	Email address on file
16028761	Name on file	Email address on file
16028798	Name on file	Email address on file
16028947	Name on file	Email address on file
16028374	Name on file	Email address on file
16740582	Name on file	Email address on file
16028732	Name on file	Email address on file
16787405	Name on file	Email address on file
16574471	Name on file	Email address on file
16029328	Name on file	Email address on file
16684088	Name on file	Email address on file
16748951	Name on file	Email address on file
16029055	Name on file	Email address on file
16172818	Name on file	Email address on file
16028751	Name on file	Email address on file
16787512	Name on file	Email address on file
16028848	Name on file	Email address on file
16749489	Name on file	Email address on file
16786076	Name on file	Email address on file
16784225	Name on file	Email address on file
16128228	Name on file	Email address on file
16029051	Name on file	Email address on file
16128211	Name on file	Email address on file
16785579	Name on file	Email address on file
16029194	Name on file	Email address on file
16028629	Name on file	Email address on file
16029021	Name on file	Email address on file
16575109	Name on file	Email address on file
16029079	Name on file	Email address on file
16028865	Name on file	Email address on file
16028870	Name on file	Email address on file
16028556	Name on file	Email address on file
16579863	Name on file	Email address on file
16141166	Name on file	Email address on file
16028343	Name on file	Email address on file
16686173	Name on file	Email address on file
16029056	Name on file	Email address on file
16028831	Name on file	Email address on file
16028974	Name on file	Email address on file
16747653	Name on file	Email address on file
16028794	Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

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Exhibit U

Class 4 GGC Email Service List

Served via email

MMLID	NAME	EMAIL
16028814	Name on file	Email address on file
16029057	Name on file	Email address on file
16029289	Name on file	Email address on file
16028948	Name on file	Email address on file
16028777	Name on file	Email address on file
16029004	Name on file	Email address on file
16785347	Name on file	Email address on file
16028605	Name on file	Email address on file
16028444	Name on file	Email address on file
16028656	Name on file	Email address on file
16684430	Name on file	Email address on file
16028351	Name on file	Email address on file
16029024	Name on file	Email address on file
16774189	Name on file	Email address on file
16774195	Name on file	Email address on file
16745098	Name on file	Email address on file
16028440	Name on file	Email address on file
16028474	Name on file	Email address on file
16029043	Name on file	Email address on file
16028722	Name on file	Email address on file
16029380	Name on file	Email address on file
16028534	Name on file	Email address on file
16749315	Name on file	Email address on file
16774879	Name on file	Email address on file
16028988	Name on file	Email address on file
16029391	Name on file	Email address on file
16028800	Name on file	Email address on file
16029290	Name on file	Email address on file
16029197	Name on file	Email address on file
16029407	Name on file	Email address on file
16028390	Name on file	Email address on file
16028633	Name on file	Email address on file
16029161	Name on file	Email address on file
16775698	Name on file	Email address on file
16028624	Name on file	Email address on file
16028861	Name on file	Email address on file
16028653	Name on file	Email address on file
16749056	Name on file	Email address on file
16029229	Name on file	Email address on file
16775655	Name on file	Email address on file
16029136	Name on file	Email address on file
16029151	Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

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Exhibit U

Class 4 GGC Email Service List

Served via email

MMLID	NAME	EMAIL
16029025	Name on file	Email address on file
16028294	Name on file	Email address on file
16785857	Translunar Crypto LP	Email address on file
16028719	Name on file	Email address on file
16029178	Name on file	Email address on file
16787945	Name on file	Email address on file
16028835	Name on file	Email address on file
16685703	Name on file	Email address on file
16028883	Name on file	Email address on file
16028432	Name on file	Email address on file
16029029	Name on file	Email address on file
16028699	Name on file	Email address on file
16028979	Name on file	Email address on file
16578969	Name on file	Email address on file
16747875	Name on file	Email address on file
16029228	Name on file	Email address on file
16128235	Name on file	Email address on file
16029011	Name on file	Email address on file
16029237	Name on file	Email address on file
16028762	Name on file	Email address on file
16029378	Name on file	Email address on file
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16685342	Name on file	Email address on file
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16028843	Name on file	Email address on file
16088454	Name on file	Email address on file
16028495	Name on file	Email address on file
16774584	Name on file	Email address on file
16029383	Name on file	Email address on file
16029278	Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

Exhibit V

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Exhibit V

Class 5 GGC Email Service List

Served via email

MMLID	NAME	EMAIL
16788681	ARK Cryptocurrency Master Fund LLC	Email address on file
16029381	Name on file	Email address on file
16775255	Name on file	Email address on file
16779145	Name on file	Email address on file
16774580	Name on file	Email address on file
16784896	Name on file	Email address on file
16172619	Name on file	Email address on file
16785316	Name on file	Email address on file
16028778	Name on file	Email address on file
16575420	Name on file	Email address on file
16112986	Name on file	Email address on file
16028490	Name on file	Email address on file
16788727	Name on file	Email address on file
16787539	Name on file	Email address on file
16028619	Name on file	Email address on file
16683942	Name on file	Email address on file
16744724	Name on file	Email address on file
16027487	Name on file	Email address on file
16028755	Name on file	Email address on file
16743735	Name on file	Email address on file
16574471	Name on file	Email address on file
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16028848	Name on file	Email address on file
16786076	Name on file	Email address on file
16128211	Name on file	Email address on file
16785579	Name on file	Email address on file
16028865	Name on file	Email address on file
16029043	Name on file	Email address on file
16774879	Name on file	Email address on file
16028390	Name on file	Email address on file
16028653	Name on file	Email address on file
16029151	Name on file	Email address on file
16788931	Name on file	Email address on file
16785857	Translunar Crypto LP	Email address on file
16028699	Name on file	Email address on file
16028762	Name on file	Email address on file
16027489	Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al. Case No. 23-10063 (SHL)

Exhibit W

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Exhibit W

Class 6 GGC Email Service List

Served via email

MMLID	NAME	EMAIL
16029283	Name on file	Email address on file
16787817	Name on file	Email address on file
16685690	Name on file	Email address on file
16079928	Name on file	Email address on file
16788681	ARK Cryptocurrency Master Fund LLC	Email address on file
16029381	Name on file	Email address on file
16029384	Name on file	Email address on file
16028792	Name on file	Email address on file
16029154	Name on file	Email address on file
16029425	Name on file	Email address on file
16775255	Name on file	Email address on file
16774580	Name on file	Email address on file
16028316	Name on file	Email address on file
20336130	Name on file	Email address on file
16172619	Name on file	Email address on file
16785316	Name on file	Email address on file
16028991	Name on file	Email address on file
16173260	Name on file	Email address on file
16028778	Name on file	Email address on file
16787853	Name on file	Email address on file
16787482	Name on file	Email address on file
16753734	Name on file	Email address on file
16028349	Name on file	Email address on file
16575420	Name on file	Email address on file
16028478	Name on file	Email address on file
16779137	Name on file	Email address on file
16028490	Name on file	Email address on file
16028501	Name on file	Email address on file
16788727	Name on file	Email address on file
16773727	Name on file	Email address on file
16787539	Name on file	Email address on file
16029009	Name on file	Email address on file
16028804	Name on file	Email address on file
16028287	Name on file	Email address on file
16028619	Name on file	Email address on file
16683942	Name on file	Email address on file
16028716	Name on file	Email address on file
16744724	Name on file	Email address on file
16128236	Name on file	Email address on file
16028755	Name on file	Email address on file
16028679	Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

23-10063-shl Doc 1390 Filed 02/26/24 Entered 02/26/24 06:09:28 Main Document Pg 286 of 398

Exhibit W

Class 6 GGC Email Service List

Served via email

MMLID	NAME	EMAIL
16029302	Name on file	Email address on file
16029147	Name on file	Email address on file
16574471	Name on file	Email address on file
16028603	Name on file	Email address on file
16028807	Name on file	Email address on file
16028848	Name on file	Email address on file
16749489	Name on file	Email address on file
16784903	Name on file	Email address on file
16572278	Name on file	Email address on file
16028867	Name on file	Email address on file
16128211	Name on file	Email address on file
16029021	Name on file	Email address on file
16028885	Name on file	Email address on file
16028604	Name on file	Email address on file
16028830	Name on file	Email address on file
16030028	Name on file	Email address on file
16128233	Name on file	Email address on file
16028960	Name on file	Email address on file
16029056	Name on file	Email address on file
16075710	Name on file	Email address on file
16028794	Name on file	Email address on file
16788669	Name on file	Email address on file
16028733	Name on file	Email address on file
16788741	Name on file	Email address on file
16774879	Name on file	Email address on file
16029385	Name on file	Email address on file
16775698	Name on file	Email address on file
16028653	Name on file	Email address on file
16785078	Name on file	Email address on file
16172760	Name on file	Email address on file
16749247	Name on file	Email address on file
16029127	Name on file	Email address on file
16743662	Name on file	Email address on file
16029139	Name on file	Email address on file
16029151	Name on file	Email address on file
16788931	Name on file	Email address on file
16029269	Name on file	Email address on file
16029180	Name on file	Email address on file
16788621	Name on file	Email address on file
16028634	Name on file	Email address on file
16779118	Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

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Exhibit W

Class 6 GGC Email Service List

Served via email

MMLID	NAME	EMAIL
16028699	Name on file	Email address on file
16029221	Name on file	Email address on file
16029011	Name on file	Email address on file
16685342	Name on file	Email address on file
16029214	Name on file	Email address on file
16029270	Name on file	Email address on file
16027489	Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

Exhibit X

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Exhibit X

Impaired Email Service List

Served via email

MMLID	NAME	EMAIL
16926658	Arizona Corporation Commission	Email address on file
16029475	DIGITAL CURRENCY GROUP	Email address on file
16028412	DIGITAL CURRENCY GROUP, INC	Email address on file
16788903	Digital Currency Group, Inc	Email address on file
16788903	Digital Currency Group, Inc	Email address on file
13113607	Digital Currency Group, Inc.	Email address on file
16788854	Digital Currency Group, Inc.	Email address on file
16788854	Digital Currency Group, Inc.	Email address on file
19383433	Georgia Secretary of State Securities and Charities Division	Email address on file
19383441	Georgia Secretary of State Securities and Charities Division	Email address on file
19383489	lowa Insurance Division	Email address on file
19383483	lowa Insurance Division	Email address on file
19383437	North Carolina Department of the Secretary of State	Email address on file
19383439	North Carolina Department of the Secretary of State	Email address on file
19383475	South Dakota Division of Insurance	Email address on file
19383481	South Dakota Division of Insurance	Email address on file
19382144	State of Hawaii, Department of Commerce and Consumer Affairs, Securities Enforcement Branch	Email address on file
19382275	State of Hawaii, Department of Commerce and Consumer Affairs, Securities Enforcement Branch	Email address on file
19382273	State of Hawaii, Department of Commerce and Consumer Affairs, Securities Enforcement Branch	Email address on file
19379277	State of New York Office of the Attorney General, Division of Economic Justice	Email address on file
19379301	State of New York Office of the Attorney General, Division of Economic Justice	Email address on file
19379327	State of New York Office of the Attorney General, Division of Economic Justice	Email address on file
16947106	Texas Department of Banking	Email address on file
16947106	Texas Department of Banking	Email address on file
16947106	Texas Department of Banking	Email address on file
19362303	Texas State Securities Board	Email address on file
19362133	Texas State Securities Boared	Email address on file
19382269	The New Jersey Bureau of Securities	Email address on file
19382265	The New Jersey Bureau of Securities	Email address on file
19382261	The New Jersey Bureau of Securities	Email address on file
19379056	U.S. Securities and Exchange Commission	Email address on file
19379112	U.S. Securities and Exchange Commission	Email address on file
19379133	U.S. Securities and Exchange Commission	Email address on file

In re: Genesis Global Holdco, LLC, et al.

Exhibit Y

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Exhibit Y

Master Mailing Email List

ADDRID	NAME	EMAIL
12245185	Name on file	Email address on file
12171209	Name on file	Email address on file
12047489	Name on file	Email address on file
12047490	Name on file	Email address on file
12868362	Name on file	Email address on file
12047430	Name on file	Email address on file
12047491	Name on file	Email address on file
12047492	Name on file	Email address on file
12047493	Name on file	Email address on file
12047494	Name on file	Email address on file
12047495	Name on file	Email address on file
12047496	Name on file	Email address on file
18168836	Name on file	Email address on file
12963480	Name on file	Email address on file
17114878	Name on file	Email address on file
12047503	Name on file	Email address on file
15555194	Name on file	Email address on file
12047036	Name on file	Email address on file
12873388	Ad Hoc Group of Genesis Lenders	Email address on file
12873503	Ad Hoc Group of Genesis Lenders	Email address on file
15467658	Ad Hoc Group of Genesis Lenders	Email address on file
12875492	Ad Hoc Group of Genesis Lenders	Email address on file
16304325	Ad Hoc Group of Genesis Lenders	Email address on file
12647650	Name on file	Email address on file
12242134	Name on file	Email address on file
12047517	Name on file	Email address on file
12047518	Name on file	Email address on file
12649421	Name on file	Email address on file
15555299	Name on file	Email address on file
16304340	Name on file	Email address on file
12046227	AIA	Email address on file
12046226	AIA	Email address on file
12047521	Name on file	Email address on file
12047522	Name on file	Email address on file
12047524	Name on file	Email address on file
12047525	Name on file	Email address on file
12875849	Alameda Research LLC on behalf of all FTX Debtors	Email address on file
12872416	Alameda Research LLC on behalf of all FTX Debtors	Email address on file
12872454	Alameda Research LLC on behalf of all FTX Debtors	Email address on file
20475129	Name on file	Email address on file
12047526	Name on file	Email address on file
20475055	Name on file	Email address on file
12047527	Name on file	Email address on file
12872559	Alameda Research Ltd. on behalf of all FTX Debtors	Email address on file
12872533	Alameda Research Ltd. on behalf of all FTX Debtors	Email address on file
12046710	Name on file	Email address on file
12040710	Name on file	Email address on file
12171228	Name on file	Email address on file
121/1228	Name on file	Email address on file
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12047542	Name on file	Email address on file
1204/342	Name on me	Email address off file

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Exhibit Y

Master Mailing Email List

ADDRID	NAME	EMAIL
12047543	Name on file	Email address on file
12966997	Name on file	Email address on file
12242135	Name on file	Email address on file
12879011	Name on file	Email address on file
12047547	Name on file	Email address on file
12104320	Name on file	Email address on file
20624952	Allen & Overy LLP	david.esseks@allenovery.com
12047549	Name on file	Email address on file
12946950	Name on file	Email address on file
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20624951	Alston & Bird LLP	Joanna.hendon@gmail.com
11841979	Name on file	Email address on file
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12822483	Name on file	
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23-10063-shl Doc 1390 Filed 02/26/24 Entered 02/26/24 06:09:20 Main Document Pg 288 of 398

Exhibit Y

Master Mailing Email List

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Exhibit Y

Master Mailing Email List

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Exhibit Y

Master Mailing Email List Served via email

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Master Mailing Email List

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122 72131		

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Master Mailing Email List Served via email

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23-10063-shl Doc 1390 Filed 02/26/24 Entered 02/26/24 06:09:20 Main Document Pg 298 of 398

Exhibit Y

Master Mailing Email List

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The state of the s	ddress on file
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110,1001	Idress on file
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23-10063-shl Doc 1390 Filed 02/26/24 Entered 02/26/24 06:09:20 Main Document Pg 299 of 398

Exhibit Y

Master Mailing Email List

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23-10063-shl Doc 1390 Filed 02/26/24 Entered 02/26/24 06:09:20 Main Document Pg 296 of 398

Exhibit Y

Master Mailing Email List

Served via email

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12046470	Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al. Case No. 23-10063 (SHL)

23-10063-shl Doc 1390 Filed 02/26/24 Entered 02/26/24 06:09:20 Main Document Pg 296 of 398

Exhibit Y

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12046515	Name on file	Email address on file

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Exhibit Y

Master Mailing Email List

ADDRID	NAME	EMAIL
12873692	Name on file	Email address on file
18300936	Name on file	Email address on file
12046803	Name on file	Email address on file
12875266	Name on file	Email address on file
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12046516	Name on file	Email address on file
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12107322	Department of Treasury- Internal Revenue Service	Email address on file
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23-10063-shl Doc 1390 Filed 02/26/24 Entered 02/26/24 06:09:20 Main Document Pg 298 of 398

Exhibit Y

Master Mailing Email List

Served via email

ADDRID	NAME	EMAIL
12047386	Name on file	Email address on file
20646970	Name on file	Email address on file
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12046535	DIGITAL CURRENCY GROUP	Email address on file
12046536	Name on file	Email address on file
12885474	Digital Currency Group, Inc	Email address on file
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120,0401		

In re: Genesis Global Holdco, LLC, et al. Case No. 23-10063 (SHL)

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Exhibit Y

Master Mailing Email List Served via email

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Exhibit Y

Master Mailing Email List

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12647386	Name on file	Email address on the

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Exhibit Y

Master Mailing Email List

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12046809	Name on file	Email address on file
12046603	Name on file	Email address on file
12046604	Name on file	Email address on file
12046605	Name on file	Email address on file
13052765	FirstLight Fiber, Inc.	Email address on file
12047229	Name on file	Email address on file
12763622	Name on file	Email address on file
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12040020	I value on the	Email address off file

23-10063-shl Doc 1390 Filed 02/26/24 Entered 02/26/24 06:09:20 Main Document Pg 382 of 398

Exhibit Y

Master Mailing Email List

ADDRID	NAME	EMAIL
12046963	Name on file	Email address on file
12046587	Name on file	Email address on file
12047300	Name on file	Email address on file
12872251	FTX Trading Ltd. on behalf of all FTX Debtors	Email address on file
12872409	FTX Trading Ltd. on behalf of all FTX Debtors	Email address on file
12872480	FTX Trading Ltd. on behalf of all FTX Debtors	Email address on file
12877969	Name on file	Email address on file
15419498	Name on file	Email address on file
12046268	FULLERTON HEALTH	Email address on file
12046269	FULLERTON HEALTH	Email address on file
12046270	FULLERTON HEALTH	Email address on file
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12047432	GEMINI	Email address on file
12046629	Name on file	Email address on file
12872084	Gemini Trust Company, LLC	Email address on file
12873876	Gemini Trust Company, LLC	Email address on file
12871713	Gemini Trust Company, LLC, on behalf of Gemini Lenders	Email address on file
12873490	Gemini Trust Company, LLC, on behalf of Gemini Lenders	Email address on file
12873488	Genesis Global Trading, Inc.	Email address on file

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Exhibit Y

Master Mailing Email List

Served via email

ADDRID	NAME	EMAIL
12873720	Genesis Global Trading, Inc.	Email address on file
12875976	Genesis Global Trading, Inc.	Email address on file
12875963	Genesis Global Trading, Inc.	Email address on file
12875975	Genesis Global Trading, Inc.	Email address on file
12046636	GENESIS GLOBAL TRADING, INC.	Email address on file
12823459	Name on file	Email address on file
12833230	Name on file	Email address on file
12046638	Name on file	Email address on file
12872645	Name on file	Email address on file
15556771	Georgia Secretary of State Securities and Charities Division	Email address on file
15556782	Georgia Secretary of State Securities and Charities Division	Email address on file
12046643	Name on file	Email address on file
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In re: Genesis Global Holdco, LLC, et al. Case No. 23-10063 (SHL)

23-10063-shl Doc 1390 Filed 02/26/24 Entered 02/26/24 06:09:20 Main Document Pg 389 of 398

Exhibit Y

Master Mailing Email List

ADDRID	NAME	EMAIL
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12047507	Name on file	Email address on file
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16295144	GPD Holdings LLC d/b/a CoinFlip	Email address on file
12885637	Name on file	Email address on file
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Exhibit Y

Master Mailing Email List

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12242177	Name on file	Email address on file
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In re: Genesis Global Holdco, LLC, et al. Case No. 23-10063 (SHL)

23-10063-shl Doc 1390 Filed 02/26/24 Entered 02/26/24 06:09:20 Main Document Pg 396 of 398

Exhibit Y

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Master Mailing Email List Served via email

ADDRID	NAME	EMAIL
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Master Mailing Email List

Served via email

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Master Mailing Email List

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In re: Genesis Global Holdco, LLC, et al. Case No. 23-10063 (SHL)

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Master Mailing Email List Served via email

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12763664	Name on file	Email address on file
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Master Mailing Email List Served via email

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Master Mailing Email List Served via email

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Master Mailing Email List

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Master Mailing Email List Served via email

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Exhibit Y

Master Mailing Email List Served via email

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Master Mailing Email List Served via email

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Exhibit Y

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Master Mailing Email List

Served via email

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Exhibit Y

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Exhibit Y

Master Mailing Email List

Served via email

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1303726 Name on file	15550243	Name on file	Email address on file
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Exhibit Y

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Exhibit Y

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Master Mailing Email List Served via email

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Master Mailing Email List

Served via email

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Exhibit Y

Master Mailing Email List Served via email

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15550741 15550782	State of New York Office of the Attorney General, Division of Economic Justice	Email address on file
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Exhibit Y

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Master Mailing Email List Served via email

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Exhibit Y

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Master Mailing Email List Served via email

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12046997	Name on file	Email address on file
12047428	Name on file	Email address on file
12046725	Name on file	Email address on file
18160300	Name on file	Email address on file
12965511	Name on file	Email address on file
12764546	Name on file	Email address on file
12047595	Name on file	Email address on file
12171194	Name on file	Email address on file
12047488	Name on file	Email address on file
12047035	Name on file	Email address on file
12047429	Name on file	Email address on file
12046814	Name on file	Email address on file

Exhibit Z

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Exhibit Z

Master Email Service List Served via email

NAME	NOTICE NAME	EMAIL
		benjamin.mintz@arnoldporter.com; marcus.asner@arnoldporter.com;
Arnold & Porter Kaye Scholer LLP	Attn: Benjamin Mintz, Marcus Asner, Justin Imperato	justin.imperato@arnoldporter.com
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Baird Holm LLP	Attn: Jeremy C. Hollembeak	jhollembeak@bairdholm.com
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Horwood Marcus & Berk Chartered	Attn: Aaron L. Hammer, Nathan E. Delman	ahammer@hmblaw.com; ndelman@hmblaw.com; ecfnotices@hmblaw.com
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- The Control of the	, ,	joshua.sussberg@kirkland.com; christopher.marcus@kirkland.com;
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Securities & Exchange Commission - Philadelphia Office	Attn: Bankruptcy Department	secbankruptcy@sec.gov
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		jeffrey.oestericher@usdoj.gov; lawrence.fogelman@usdoj.gov; peter.aronoff@usdoj.gov;
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	, ,	jeffrey.saferstein@weil.com; ronit.berkovich@weil.com; jessica.liou@weil.com;
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White & Case LLP	Attn: Gregory F. Pesce	gregory.pesce@whitecase.com
		=
Nindels Marx Lane & Mittendorf, LLP	Attn: James M. Sullivan	jsullivan@windelsmarx.com

Exhibit AA

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Class 3 GAP Service List Served via first class mail

ADDRID NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12171183 ALLIED UNIVERSAL EXECUTIVE PROTECTION AND INTELLIGENO	E SERVICES, INC Address on file							
18939237 Name on file	Address on file							
12171184 FULLERTON HEALTH GROUP	Address on file							
12171187 GRABTAXI PTE. LTD	Address on file							
12171188 ISS FACILITY SERVICES PRIVATE	Address on file							
12171189 MSA SECURITY	Address on file							
12171191 OFFICE SECRETARIES	Address on file							

Exhibit BB

23-10063-shl Doc 1390 Filed 02/26/24 Entered 02/26/24 00:09:20 Main Document Pg **332 of 398** Exhibit BB

Class 3 GGC Service List

Served via first class mail

ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12867484	Name on file	Address on file							
13092110	Ari Litan as Transferee of Name on File	Address on file							
12856476	Name on file	Address on file							
18939213	Name on file	Address on file							
12246199	Name on file	Address on file							
12171197	COMPLETE DISCOVERY SOURCE	Address on file							
12982279	Name on file	Address on file							
20624997	Name on file	Address on file							
12171199	KJ TECHNOLOGIES	Address on file							
12869211	Name on file	Address on file							
12835338	Name on file	Address on file							
12654914	Name on file	Address on file							
20475403	Marcos Holdings I LLC as Transferee of Name on File	Address on file							
12245138	Name on file	Address on file							
12245678	Name on file	Address on file							

Exhibit CC

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Class 3 GGH Service List

Served via first class mail

ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12856473	Name on file	Address on file							
12856956	Name on file	Address on file							
18939213	Name on file	Address on file							
12106809	Department of Treasury- Internal Revenue Service	Address on file							
12244702	Name on file	Address on file							
12835372	Name on file	Address on file							
12648440	Name on file	Address on file							

Exhibit DD

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Exhibit DD

Impaired Service List

Served via first class mail

ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE
12875632	Digital Currency Group, Inc	Address on file						
12885475	Digital Currency Group, Inc	Address on file						
12191642	DIGITAL CURRENCY GROUP, INC.	Address on file						

In re: Genesis Global Holdco, LLC, et al.

Exhibit EE

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Master Service List

Served via first class mail

NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	CITY	STATE	POSTAL CODE
Chambers of Honorable Sean H. Lane	Genesis Chambers Copy	US Bankruptcy Court SDNY	300 Quarropas Street, Room 147	White Plains	NY	10601
Stuart P. Gelberg	Attn: Stuart P. Gelberg	125 Turkey Lane		Cold Spring Harbor	NY	11724
TN Dept of Revenue	Attn: TN Attorney General's Office	Bankruptcy Division	PO Box 20207	Nashville	TN	37202-0207

In re: Genesis Global Holdco, LLC, et al.

Exhibit FF

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ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12191554	Name on file	Address on file							
12885441	Name on file	Address on file							
12191555	Name on file	Address on file							
12046221	250 PARK LLC	Address on file							
12046222	ACRION GROUP INC/DMITRI GOFSHTEIN	Address on file							
12885487	Ad Hoc Group of Genesis Lenders	Address on file							
12875768	Ad Hoc Group of Genesis Lenders	Address on file							
12046223	ADELINA PANG FENGSHUI CONSULTANCY PTE LTD	Address on file							
12046224	ADM DESIGN & BUILD	Address on file							
12046225	AETOS INTEGRATED SOLUTIONS PTE. LTD.	Address on file							
12191560	Name on file	Address on file							
19170448	Name on file	Address on file							
12191567	Name on file	Address on file							
12885368	Name on file	Address on file							
12105041	Allen & Gledhill	Address on file							
13117491	Allen & Gledhill LLP	One Marina Boulevard #28-00						018989	Singapore
13117491	Allen & Gledrill LLP	1221 Avenue of the Americas				New York	NV	10020	Jingapore
13117492	ALLIED UNIVERSAL EXECUTIVE PROTECTION AND	1221 Avenue of the Americas				New TOLK	INT	10020	
12171183	INTELLIGENCE SERVICES, INC	Address on file							
12171163	Name on file	Address on file							
12191508	Name on file	Address on file							
12191570	ALVAREZ & MARSAL HOLDINGS, LLC	Address on file							
12191831	Name on file	Address on file							
	Name on file								
12047280	AMERICAN ARBITRATION ASSOCIATION	Address on file							
12046229	Name on file	Address on file							
12191571		Address on file							
12867484	Name on file	Address on file							
12191572	Name on file	Address on file							
12047531	Name on file	Address on file							
12191558	Name on file	Address on file							
12191702	Name on file	Address on file							
12046232	AON SINGAPORE PTE. LTD.	Address on file							
12191578	Name on file	Address on file							
12191797	Name on file	Address on file							
12191579	Name on file	Address on file							
12191580	Name on file	Address on file							
13092110	Ari Litan as Transferee of Name on File	Address on file							
12885614	Name on file	Address on file							
12191581	Name on file	Address on file							
12047585	Name on file	Address on file							
12191717	Name on file	Address on file							
12191584	Name on file	Address on file							
12833431	AXIS Insurance Company (Admitted)	111 South Wacker Drive, Suite 3500				Chicago	IL	60606	
12191586	Name on file	Address on file							
12191587	Name on file	Address on file		1					
12047607	Name on file	Address on file		1					
12191700	Name on file	Address on file							
12191689	Name on file	Address on file							
12191701	Name on file	Address on file							

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ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12191815	Name on file	Address on file							
12191631	Name on file	Address on file							
12191591	Name on file	Address on file							
12046235	BITGO, INC.	Address on file							
12191592	Name on file	Address on file							
12191594	Name on file	Address on file							
12191593	Name on file	Address on file							
12191595	Name on file	Address on file							
12191596	Name on file	Address on file							
12046236	BLOOMBERG FINANCE SINGAPORE L.P.	Address on file							
12191597	BLOOMBERG FINANCE SINGAPORE L.P.	Address on file							
12046237	BLOOMBERG LP	Address on file							
12191760	Name on file	Address on file							
15600032	Name on file	Address on file							
12191874	Name on file	Address on file							
12856473	Name on file	Address on file							
12856476	Name on file	Address on file							
12856956	Name on file	Address on file							
12191767	Name on file	Address on file							
12191707	Name on file	Address on file							
12191373	Name on file	Address on file							
12191735	Name on file	Address on file							
	Name on file								
12970201	Name on file	Address on file							
12191852	Name on file	Address on file							
12191606		Address on file							
12191711	Name on file	Address on file							
12191589	Name on file	Address on file							
12191590	Name on file	Address on file							
12191607	Name on file	Address on file							
12191608	Name on file	Address on file							
18951717	Name on file	Address on file							
12046238	CANARY LLC	Address on file							
12191609	CAPITEQ PTE LTD	Address on file							
12191610	Name on file	Address on file							
12191657	Name on file	Address on file							
12046240	CDW DIRECT LLC	Address on file							
12046400	CENTRAL PROVIDENT FUND BOARD	Address on file							
18939213	Name on file	Address on file							
18939237	Name on file	Address on file							
12191731	Name on file	Address on file							
12046241	Name on file	Address on file							
12046243	Name on file	Address on file							
13007862	Name on file	Address on file		1					
12191703	Name on file	Address on file							
12046244	Name on file	Address on file							
12191858	Name on file	Address on file							
12046245	CHICAGO MERCANTILE EXCHANGE INC NEED PO	Address on file							
12191573	Name on file	Address on file							
12046246	CJD TECHNOLOGIES	Address on file							

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ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12191622	Name on file	Address on file							
12046247	CLEARY GOTTLIEB STEEN & HAMILTON LLP	Address on file							
12046248	CLOUDFLARE, INC.	Address on file							
12046249	CMS CAMERON MCKENNA NABARRO OLSWANG LLP	Address on file							
12191603	Name on file	Address on file							
12246199	Name on file	Address on file							
12046250	COINBASE CUSTODY TRUST	Address on file							
12191623	Name on file	Address on file							
12046453	Name on file	Address on file							
12171197	COMPLETE DISCOVERY SOURCE	Address on file							
12046251	COMPLIANCY SERVICES	Address on file							
12046251	Name on file	Address on file							
12191621	Name on file	Address on file							
12191821	Name on file								
12191840	Name on file	Address on file Address on file							
	Crowell & Moring LLP					NaVasle	NIV	10022	
13117497	Name on file	590 Madison Avenue 20th Floor				New York	IN T	10022	
12191627	CSC ASIA SERVICES (HONG KONG) LIMITED	Address on file							
12046253		Address on file							
12046254	CYBERFORT LTD	Address on file							
12191628	Name on file	Address on file							
16172843	Name on file	Address on file							
12885595	Name on file	Address on file							
12046255	DASHLANE USA INC	Address on file							
12191632	Name on file	Address on file							
12105045	Davis Polk & Wardwell LLP	Address on file							
12191636	DCG INTERNATIONAL INVESTMENTS LTD	Address on file							
12875868	Name on file	Address on file							
12046257	DCG REAL ESTATE MANAGEMENT LLC	Address on file							
12191739	Name on file	Address on file							
12191637	Name on file	Address on file							
12106809	Department of Treasury- Internal Revenue Service	Address on file							
12191640	Name on file	Address on file							
12885475	Digital Currency Group, Inc	Address on file							
12875632	Digital Currency Group, Inc	Address on file							
12191642	DIGITAL CURRENCY GROUP, INC.	Address on file							
12191643	Name on file	Address on file							
12191708	Name on file	Address on file							
12191788	Name on file	Address on file							
12046259	DRIVEN	Address on file							
12191862	Name on file	Address on file							
12046546	Name on file	Address on file							
12191644	Name on file	Address on file							
12885541	Name on file	Address on file							
13007484	Name on file	Address on file							
12191577	Name on file	Address on file							
12885421	Name on file	Address on file							
12191649	Name on file	Address on file							
13052647	Name on file	Address on file							
12105039	Ernst & Young LLP	Address on file							

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ADDRESS ADDR	COUNTRY
12191505 EXECUTIVE LINK	
121919730 Name on file	
12191577 Name on file	
121911/20	
12191553 Name on file	
12191652 Name on file	+
1209A6262 EDERAL EXPRESS (SINGAPORE) PTE LTD	+
12191563 Name on file	+
12191782	
12191862 Name on file	+
12191568 Name on file	
12191659 Name on file	
12191660 Name on file	
12096663 FIREBLOCKS, INC	
12191661 FIRSTLIGHT FIBER, INC. Address on file Address on	
12191820	
12191709	
12191662 Name on file	
12046264 FORGE INSURANCE COMPANY Address on file Address o	
12191588	
12191809	
18339481 Name on file	
12875403 Name on file	
12046266 FRIEDMAN LLP	
12191665	
12191841 Name on file Address on file Address on file 12105043 FTI Consulting Address on file 12105043 FTI Consulting Address on file 12046267 FUJIFILM BUSINESS INNOVATION SINGAPORE PTE. LTD. Address on file 12171184 FULLERTON HEALTH GROUP Address on file 12046271 FULLERTON HEALTHCARE GROUP PTE LTD Address on file 12191666 FULLERTON HEALTHCARE GROUP PTE. Address on file 12191727 Name on file Address on file Address on file 12191727 Name on file Address on file Address on file 12191710 Name on file Address on file Address on file 12191667 GATE.IO Address on file Address on file 12191844 Name on file Address on file Address on file I2191846 Name on file Address on file Address on file I2191668 Name on file Address on file GENESIS (ASIA) HONG KONG LIMITED Address on file GENESIS BERMUDA HOLDCO LIMITED Address on file	
12105043 FTI Consulting Address on file 12046267 FUJIFILM BUSINESS INNOVATION SINGAPORE PTE. LTD. Address on file 12171184 FULLERTON HEALTH GROUP Address on file 12046271 FULLERTON HEALTHCARE GROUP PTE LTD Address on file 12191666 FULLERTON HEALTHCARE GROUP PTE. Address on file 12191727 Name on file 12191727 Name on file 12885462 Name on file 12191710 Name on file 1219170 Name on file 12191667 GATE.IO 12191668 Name on file 12191669 Name on file 12191669 Name on file 12191660 GENESIS (ASIA) HONG KONG LIMITED Address on file 12046631 GENESIS BERMUDA HOLDCO LIMITED Address on file	
12046267 FUJIFILM BUSINESS INNOVATION SINGAPORE PTE. LTD. Address on file 12171184 FULLERTON HEALTH GROUP Address on file 12046271 FULLERTON HEALTHCARE GROUP PTE LTD Address on file 12191666 FULLERTON HEALTHCARE GROUP PTE. Address on file 12191727 Name on file Address on file 12191727 Name on file Address on file 12191710 Name on file Address on file 12191710 Name on file Address on file 12191710 Name on file Address on file 12191867 GATE.IO Address on file 12191868 Name on file Address on file 12191668 Name on file Address on file 12191669 GENESIS (ASIA) HONG KONG LIMITED Address on file 12046631 GENESIS BERMUDA HOLDCO LIMITED Address on file	
12171184 FULLERTON HEALTH GROUP Address on file 12046271 FULLERTON HEALTHCARE GROUP PTE LTD Address on file 12191666 FULLERTON HEALTHCARE GROUP PTE. Address on file 12191727 Name on file 12885462 Name on file 12191710 Name on file 12191710 Name on file 12191710 Address on file 12191710 Name on file 12191844 Name on file 12191667 GATE.IO 12191844 Name on file 12191668 Name on file 12191669 GATE.IO 12191669 Address on file 12191660 Address on file 12191661 Address on file 12191662 Address on file 12191663 GENESIS (ASIA) HONG KONG LIMITED 12046631 GENESIS BERMUDA HOLDCO LIMITED Address on file 12046631 GENESIS BERMUDA HOLDCO LIMITED Address on file	
12046271 FULLERTON HEALTHCARE GROUP PTE LTD Address on file 12191666 FULLERTON HEALTHCARE GROUP PTE. Address on file 12191727 Name on file Address on file 12185462 Name on file Address on file 12191710 Name on file Address on file 12191710 Name on file Address on file 12191667 GATE.IO Address on file 12191844 Name on file Address on file 12191668 Name on file Address on file 12191669 GENESIS (ASIA) HONG KONG LIMITED Address on file 12046631 GENESIS BERMUDA HOLDCO LIMITED Address on file	
12191666 FULLERTON HEALTHCARE GROUP PTE. Address on file A	
12191727 Name on file Address on file 12885462 Name on file Address on file 12191710 Name on file Address on file 12191667 GATE.IO Address on file 12191844 Name on file Address on file 12191668 Name on file Address on file 12046630 GENESIS (ASIA) HONG KONG LIMITED Address on file 12046631 GENESIS BERMUDA HOLDCO LIMITED Address on file	
12885462 Name on file Address on file Image: Control of the contr	
12191710 Name on file Address on file Image: Control of the contr	
12191667 GATE.IO Address on file	
12191844 Name on file Address on file 12191668 Name on file Address on file 12046630 GENESIS (ASIA) HONG KONG LIMITED Address on file 12046631 GENESIS BERMUDA HOLDCO LIMITED Address on file	
12191668 Name on file Address on file 12046630 GENESIS (ASIA) HONG KONG LIMITED Address on file 12046631 GENESIS BERMUDA HOLDCO LIMITED Address on file	
12046630 GENESIS (ASIA) HONG KONG LIMITED Address on file 12046631 GENESIS BERMUDA HOLDCO LIMITED Address on file	
12046631 GENESIS BERMUDA HOLDCO LIMITED Address on file	
12191669 GENESIS CUSTODY LIMITED Address on file	
12046632 GENESIS CUSTODY LIMITED (UK) Address on file	
12046633 GENESIS GLOBAL ASSETS, LLC Address on file	
12171254 GENESIS GLOBAL CAPITAL, LLC Address on file	+
12191670 GENESIS GLOBAL HOLDCO, LLC Address on file	+
GENESIS GLOBAL HOLDCO, LLC; GENESIS GLOBAL TRADING,	+
INC.; GENESIS GLOBAL CAPITAL, LLC; GGC INTERNATIONAL	
12191671 LIMITED; GENESIS CUSTODY LIMITED Address on file	

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ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
	GENESIS GLOBAL HOLDCO, LLC; GENESIS GLOBAL TRADING,								
	INC.; GGC INTERNATIONAL LIMITED; GENESIS CUSTODY								
12191672	LIMITED; GENESIS ASIA PACIFIC PTE. LTD.	Address on file							
12046634	GENESIS GLOBAL LABS, LLC	Address on file							
12046635	GENESIS GLOBAL MARKETS LIMITED (BERMUDA)	Address on file							
12191673	GENESIS GLOBAL TRADING	Address on file							
12191674	GENESIS GLOBAL TRADING, INC.	Address on file							
12875553	Genesis Global Trading, Inc.	Address on file							
	GENESIS GLOBAL TRADING, INC.; GENESIS GLOBAL CAPITAL,								
	LLC; GGC INTERNATIONAL LIMITED; GENESIS CUSTODY								
12191675	LIMITED; GENESIS ASIA PACIFIC PTE. LTD.	Address on file							
12046637	GENESIS UK HOLDCO LIMITED	Address on file							
12191676	Name on file	Address on file							
12191734	Name on file	Address on file							
12191734	GGA INTERNATIONAL LIMITED (BVI)	Address on file							
12191679	GGC	Address on file		1					
12191679	GGC INTERNATIONAL LIMITED	Address on file							
12191566	Name on file	Address on file							
12191500	Name on file	Address on file							
12191598	Name on file	Address on file							
	GITLAB INC								
12046272	Name on file	Address on file							
12191755	GLOBAL FUND MEDIA LIMITED	Address on file							
12046273	Name on file	Address on file							
12191873	Name on file	Address on file							
12191706		Address on file							
12885544	Name on file	Address on file							
12046274	GOODWIN PROCTER LLP	Address on file							
12885774	Goodwin Procter LLP	Address on file							
12191833	Name on file	Address on file							
12191832	Name on file	Address on file							
12970129	Name on file	Address on file							
12046276	GOWLING WLG (CANADA) LLP	Address on file							
12191680	Name on file	Address on file							
12046655	Name on file	Address on file							
12046277	GRAB PTE. LTD.	Address on file							
12171187	GRABTAXI PTE. LTD	Address on file							
18240924	Name on file	Address on file							
12885582	Name on file	Address on file							
12046278	GROUP LEVIN PTE. LTD	Address on file							
12191562	Name on file	Address on file							
20622071	Name on file	Address on file							
12105044	Gunderson Dettmer	Address on file					·		
12191705	Name on file	Address on file					-		
12191618	Name on file	Address on file							
12171201	Name on file	Address on file							
12191845	Name on file	Address on file							
12047311	Name on file	Address on file							
12046280	HALBORN INC.	Address on file							
12885409	Name on file	Address on file							

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ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12191683	Name on file	Address on file							
	Name on file	Address on file							
12191750	Name on file	Address on file							
	Name on file	Address on file							
12654874	Name on file	Address on file							
	Name on file	Address on file							
	Name on file	Address on file							
	Name on file	Address on file							
	Name on file	Address on file							
	Name on file	Address on file							
	Name on file	Address on file							
	Name on file	Address on file							
	Name on file	Address on file							
	Name on file	Address on file							
	Name on file	Address on file Address on file							
	Name on file	Address on file Address on file							
	Name on file								
		Address on file							
	Name on file	Address on file							
	Name on file	Address on file							
	Name on file	Address on file							
	Name on file	Address on file							
	IBM CORPORATION	Address on file							
	Name on file	Address on file							
	INLAND REVENUE AUTHORITY OF SINGAPORE	Address on file							
	INTELLIWARE DEVELOPMENT INC	Address on file							
	Name on file	Address on file							
16879677	Iowa Insurance Division	Address on file							
16879685	Iowa Insurance Division	Address on file							
	Name on file	Address on file							
	Name on file	Address on file							
	Name on file	Address on file							
	ISS FACILITY SERVICES PRIVATE	Address on file							
12046284	ISS FACILITY SERVICES PRIVATE LIMITED	Address on file							
12191688	ISS FACILITY SERVICES PTE LTD	Address on file							
12191718	Name on file	Address on file							
	Name on file	Address on file							
20624997	Name on file	Address on file							
12982279	Name on file	Address on file							
12245843	Name on file	Address on file							
13117495	JK Medora	22 Malacca Street, RB Capital, Building #03-02						048980	Singapore
12191715	Name on file	Address on file							
15668876	Name on file	Address on file							
	Name on file	Address on file							
	JUSTCO (SINGAPORE) PTE. LTD.	Address on file							
	Name on file	Address on file						1	
	Name on file	Address on file						1	
	Name on file	Address on file							
	Name on file	Address on file							
			1	1	1		1		1

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ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12191614	Name on file	Address on file							
12191724	Name on file	Address on file							
12046288	KEPPEL ELECTRIC PTE LTD	Address on file							
18335014	Name on file	Address on file							
12191846	Name on file	Address on file							
12191574	Name on file	Address on file							
12191744	Name on file	Address on file							
12885405	Name on file	Address on file							
12885464	Name on file	Address on file							
12191851	Name on file	Address on file							
12171199	KJ TECHNOLOGIES	Address on file							
12046289	KLEINBERG KAPLAN WOLFF & COHEN P.C.	Address on file							
12191719	Name on file	Address on file							
12191564	Name on file	Address on file							
12191745	Name on file	Address on file							
12191743	Name on file	Address on file							
12191720	Name on file	Address on file							
12191721	Name on file	Address on file							
12191697	Name on file	Address on file							
12046291	Name on file	Address on file							
12869211	Name on file	Address on file							
12047610	Name on file	Address on file							
18181320	Name on file	Address on file							
12191663	Name on file	Address on file							
12191663	Name on file								
	Name on file	Address on file							
12191692	Name on file	Address on file							
13060345	Name on file	Address on file							
12191633		Address on file							
12191664	Name on file Name on file	Address on file							
15600407		Address on file							
18951778	Name on file	Address on file							
16290910	Name on file	Address on file							
12191818	Name on file	Address on file							
12191864	Name on file	Address on file							
12191556	Name on file	Address on file							
12047498	Name on file	Address on file							
12191808	Name on file	Address on file							
12835338	Name on file	Address on file							
12046294	LEVIN GROUP LTD	Address on file							
12047408	Name on file	Address on file							
12191868	Name on file	Address on file							
12191746	Name on file	Address on file							
12191741	Name on file	Address on file							
12046296	LIFEWORKS SINGAPORE PTE LTD	Address on file							
12046297	Name on file	Address on file							
12191712	Name on file	Address on file							
12046299	Name on file	Address on file							
12191871	Name on file	Address on file							
12046300	Name on file	Address on file							

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ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12855400	Name on file	Address on file							
12885542	Name on file	Address on file							
12046301	LLOYD'S OF LONDON	Address on file							+
12046302	LOCKTON COMPANIES (SINGAPORE) PTE LTD	Address on file							+
12191634	Name on file	Address on file							
19024665	London Preston Properties, LLC	Address on file							+
12046887	Name on file	Address on file							+
12046303	Name on file	Address on file							+
12191694	Name on file	Address on file							+
18240933	Name on file	Address on file							+
12191740	Name on file	Address on file							+
12191728	LUNO AUSTRALIA PTY LTD	Address on file							
12046304	LYRECO PTE LTD	Address on file							-
12655954	Name on file	Address on file							+
12654914	Name on file	Address on file							+
12034914	MANA HOLDINGS LTD	Address on file			1				+
12046305	MANAGED FUNDS ASSOCIATION	Address on file							+
12191824	Name on file	Address on file							+
13067401	Name on file	Address on file							
20475403	Marcos Holdings I LLC as Transferee of Name on File								
	Name on file	Address on file							
12191611	Name on file	Address on file							_
12191648		Address on file							
12191817	Name on file	Address on file							
12046307	MASSIVE COMPUTING, INC	Address on file							
12191686	Name on file	Address on file							
13060360	Name on file	Address on file							
12191737	MAXXTRADER SYSTEMS PTE LTD	Address on file							
12191693	Name on file	Address on file							
12191600	Name on file	Address on file							
12191635	Name on file	Address on file							
12970094	Name on file	Address on file							
12191625	Name on file	Address on file							
12046231	Name on file	Address on file							
12191814	Name on file	Address on file							
12191839	Name on file	Address on file							
12046308	MEITAR LAW OFFICES	Address on file							
12046949	Name on file	Address on file							
20644045	Name on file	Address on file							
18239393	Name on file	Address on file							
12046309	Name on file	Address on file							1
12046311	MINTZ LEVIN COHN FERRIS GLOVSKY AND POPEO P.C.	Address on file							
12191751	Name on file	Address on file							
12191753	Name on file	Address on file							
13041721	Name on file	Address on file							1
12046312	Name on file	Address on file							
12191804	Name on file	Address on file							1
12046313	MITSUBISHI HC CAPITAL ASIA PACIFIC	Address on file							1
13117493	MJM Limited	Thistle House, 4 Burnaby Street				Hamilton	HM	11	Bermuda
12046314	MONETARY AUTHORITY OF SINGAPORE	Address on file							+

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ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
20475413	Moneybites Media Inc. as Transferee of Name on File	Address on file							Τ
12885680	Name on file	Address on file							+
12191756	Name on file	Address on file							+
12191757	Name on file	Address on file							+
12046315	MOORE & VAN ALLEN PLLC	Address on file							+
13117496	Morgan Lewis Stamford LLC	10 Collyer Quay, #27-00 Ocean Financial Center						049315	Singapore
12835372	Name on file	Address on file							
12885531	Name on file	Address on file							+
12191822	Name on file	Address on file							-
12191800	Name on file	Address on file							+
12970209	Name on file	Address on file							+
12046317	MORRISON COHEN LLP	Address on file							+
15600022	Name on file	Address on file							+
12191707	Name on file	Address on file							+
12046318	MOUNT STUDIO PTE LTD	Address on file							+
12171189	MSA SECURITY	Address on file							+
12191733	Name on file	Address on file							+
12046322	MURPHY & MCGONIGLE P.C.	Address on file							+
12191812	Name on file	Address on file							
12191812	Name on file	Address on file							
12191739	Name on file	Address on file							
12191629	Name on file	Address on file							+
12191629	NAKUL, VERMA	Address on file							
12191602	Name on file	Address on file							
12191602	Name on file	Address on file							
12191761	Name on file	Address on file							
12191761	Name on file								
12191762	Name on file	Address on file Address on file							
12191763	Name on file								
	NICKL INC.	Address on file							
12191764	Name on file	Address on file							
12191805 12191766	Name on file	Address on file Address on file							
	Name on file								
18338258	Name on file	Address on file							
12191768	Name on file	Address on file							
12885428		Address on file							
12191769	Name on file NUMERIX LLC	Address on file							
12046327		Address on file							
12171191	OFFICE SECRETARIES	Address on file							
12046328	OFFICE SECRETARIES PTE LTD.	Address on file							
12191771	OFFICE SECRETARIES PTE LTD.	Address on file							
12191772	Name on file	Address on file							4
12245138	Name on file	Address on file							
12046329	OKTA INC	Address on file							4
12191773	ONE HEDDON STREET	Address on file							4
12046330	ONE RAFFLES QUAY PTE LTD	Address on file							
12191774	ONE RAFFLES QUAY PTE LTD	Address on file							1
12046331	ONE11 RACING LLC	Address on file							1
12046332	ONSTREAM LLC	Address on file							<u> </u>
12046333	OPSWAT	Address on file							

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ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12046334	OPUS RECRUITMENT SOLUTIONS LTD	Address on file							
12046335	ORRICK, HERRINGTON & SUTCLIFFE, LLP	Address on file							
12928601	Name on file	Address on file							
12191776	Name on file	Address on file							
12191777	Name on file	Address on file							
12245529	Name on file	Address on file							
12191779	Name on file	Address on file							
12191747	Name on file	Address on file							
12191723	Name on file	Address on file							
12046336	PAPAYA GLOBAL, INC.	Address on file							
12191780	Name on file	Address on file							
12046337	PARAGON BROKERS (BERMUDA) LTD.	Address on file							
12046338	PARAGON INTERNATIONAL	Address on file							
12191781	Name on file	Address on file							
12191754	Name on file	Address on file							
12191785	Name on file	Address on file							
12047073	Name on file	Address on file							
12046339	PERKINS COIE LLP	Address on file							
12191615	Name on file	Address on file							
12191789	Name on file	Address on file							
12885604	Name on file	Address on file							
12046340	PHAIDON INTERNATIONAL INC	Address on file							
12191714	Name on file	Address on file							
12191714	PICO QUANTITATIVE TRADING	Address on file							
12191861	Name on file	Address on file							
12191861	Name on file	Address on file							
12191565	Name on file	Address on file							
12191363	Name on file								
12191791	Name on file	Address on file							
	Name on file	Address on file							
12648440	Name on file	Address on file							
12191678		Address on file							
12891029	Name on file PRIVATE CHEFS OF ATLANTA	Address on file							
12046342		Address on file	Cinner and Tarre					040633	C:
13117489	Prolegis LLC	50 Raffles Place #24-01	Singapore Land Tower					048623	Singapore
12191793	Name on file PYTHIAN	Address on file							
12046343		Address on file							
12046344	Name on file	Address on file							
12191794	Name on file	Address on file							
12245871	Name on file	Address on file							
18501540	Name on file	Address on file							
12171202	Name on file	Address on file							
12046345	RAJAH & TANN	Address on file							
12046346	RANDSTAD PTE LIMITED	Address on file							
12191825	Name on file	Address on file	0 5 10					0.40245	c:
13117490	Reed Smith in alliance with Resource Law	10 Collyer Quay, #18-01	Ocean Financial Centre					049315	Singapore
12105040	Reed Smith LLP	Address on file							
12046347	REED SMITH PTE. LTD	Address on file							
12046348	REED SMITH RICHARDS BUTLER LLP	Address on file							
12191801	Name on file	Address on file							

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ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12191729	Name on file	Address on file				1			
12046349	RICHARDS LAYTON & FINGER	Address on file							
19012001	Name on file	Address on file							
12191796	Name on file	Address on file							
18165103	Name on file	Address on file							
12191690	Name on file	Address on file							
12191843	Name on file	Address on file							
12046350	Name on file	Address on file							
12046252	Name on file	Address on file							
12191699	Name on file	Address on file							
12191758	Name on file	Address on file							
12191806	Name on file	Address on file							
12191807	Name on file	Address on file							
12191624	Name on file	Address on file							
12046351	SALT VENTURE GROUP, LLC	Address on file							
12191656	Name on file	Address on file							
12949624	Name on file	Address on file							
12191698	Name on file	Address on file							
12191810	Name on file	Address on file							
12046352	SAVILLS (SINGAPORE) PTE LTD	Address on file							
18959445	Name on file	Address on file							
12191626	Name on file	Address on file							
12191020	Name on file	Address on file							
12885458	Name on file	Address on file							
12191682	Name on file	Address on file							
12885555	Name on file	Address on file							
12191726	Name on file	Address on file							
12171206	Name on file	Address on file							
12171206	Name on file	Address on file							
12191570	Name on file								
15633251	Name on file	Address on file							
12191704	Name on file	Address on file Address on file							
12191704	Name on file								
12191792	Name on file	Address on file Address on file							
12191799	Name on file								
	Name on file	Address on file							
12191798 12191795	Name on file	Address on file		+		+			
12191795	SHEARMAN & STERLING LLP	Address on file Address on file				1			<u> </u>
12046353	Name on file					1			<u> </u>
12191557	SIGNATURE BANK	Address on file Address on file		+		+			
12047222	SILVERGATE BANK					1			
18803021	SingNet PTE LTD	Address on file	Compostro II #02 02			Cingonoro		220722	Cinganara
18803021	SINGTEL (SINGAPORE TELECOMMUNICATIONS LIMITED)	31B Exeter Road	Comcentre II #03-02	+		Singapore		239732	Singapore
	Name on file	Address on file		+		+			
12191736 12885470	Name on file	Address on file							
		Address on file							-
12191821	Name on file	Address on file		-	1				
12191849	Name on file	Address on file		+		Las Va	,	90160	
13117494	Snell & Wilmer L.L.P	3883 Howard Hughes Parkway, Suite 1100		+		Las Vegas NV	1	89169	
12046356	SNOWFLAKE INC.	Address on file							

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ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12171205	Name on file	Address on file							
12191748	Name on file	Address on file							
12046357	SP SERVICES LTD (2180)	Address on file							
12046358	SPGROUP	Address on file							
12046359	SPIRE SEARCH PARTNERS	Address on file							
12835917	Name on file	Address on file							
12046360	STARHUB LTD	Address on file							
12046361	STARR INSURANCE & REINSURANCE LIMITED	Address on file							
12191823	Name on file	Address on file							
12046362	STERLING INFOSYSTEMS, INC	Address on file							
12191604	Name on file	Address on file							
12885481	Name on file	Address on file							
12046363	STOP PEST CONTROL OF NY, INC.	Address on file							
12046364	STORM2 PTE LTD	Address on file							
12046364	STOTT AND MAY								
12046365	Name on file	Address on file Address on file							
	Name on file		1						
12047265	STRUCTURE WORKS	Address on file							
12046366		Address on file							
12191732	Name on file	Address on file							
12191826	Name on file	Address on file							
12830089	Name on file	Address on file							
12191827	Name on file	Address on file							
12191786	Name on file	Address on file							
12046367	T2 CONSULTING, LLC	Address on file							
12191863	Name on file	Address on file							
12885411	Name on file	Address on file							
12191828	TALOS TRADING INC.	Address on file							
12191829	TALOS TRADING, INC.	Address on file							
12191599	Name on file	Address on file							
12047281	Name on file	Address on file							
13091472	Texas Department of Banking	Address on file							
12191834	Name on file	Address on file							
12046369	THE FURNITURE X-CHANGE	Address on file							
12191835	Name on file	Address on file							
12191836	Name on file	Address on file							
12046370	THE PEST CONTROL COMPANY PTE LTD	Address on file							
12046371	THE TIE, INC	Address on file							
12191837	Name on file	Address on file							
12191838	Name on file	Address on file							
12046372	THOMSON REUTERS CORPORATION PTE LTD	Address on file							
12191848	Name on file	Address on file							
12191616	Name on file	Address on file							
12949006	Name on file	Address on file							
12191850	Name on file	Address on file							
12970140	Translunar Crypto LP	Address on file							
12970155	Name on file	Address on file							
12191853	Name on file	Address on file							
12191854	Name on file	Address on file							
12885468	Name on file	Address on file							

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ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
16825530	U.S. Securities and Exchange Commission	Address on file							
12046388	U.S. SECURITIES AND EXCHANGE COMMISSION (SEC)	Address on file							
12046374	UNISPACE OF BOSTON, LLC	Address on file							
12046375	UNITED CORPORATE SERVICES INC	Address on file							
12047346	Name on file	Address on file							
12191855	Name on file	Address on file							
12191749	Name on file	Address on file							
12191784	Name on file	Address on file							
12191783	Name on file	Address on file							
12191816	Name on file	Address on file							
12191646	Name on file	Address on file							
17114903	Name on file	Address on file							
12191765	Name on file	Address on file							
12191645	Name on file	Address on file							
12046376	VERTICAL GREEN PTE LTD	Address on file							
12191856	Name on file	Address on file							
12191856	Name on file	Address on file						1	
12191752	VIP SPORTS MARKETING, INC.	Address on file							
20650182	Vision RT Inc.	8840 Stanford Blvd	Suite 3200			Calvardaia	MD	21045	
20650182	Vision RT Limited		Arcadia Avenue			Columbia	טועו		United Kinadom
	Name on file	Dove House	Arcadia Avenue			London		N3 2JU	United Kingdom
12191651		Address on file							
16172836	Name on file	Address on file							
12191630	Name on file	Address on file							
12191601	Name on file	Address on file							
12191716	Name on file	Address on file							
12191803	Name on file	Address on file							
15445553	Name on file	Address on file							
12171203	Name on file	Address on file							
12191865	WIN TAT AIR-CONDITIONING (S) PTE LTD	Address on file							
12046378	WIN TAT AIR-CONDITIONING PTE LTD	Address on file							
12191866	Name on file	Address on file							
12191867	Name on file	Address on file							
12885600	Name on file	Address on file							
12046379	WISE GROUP PTE LTD	Address on file							
12046380	WOLTERS KLUWER FINANCIAL SERVICES INC.	Address on file							
12171253	Name on file	Address on file							
12046381	WOODRUFF SAWYER	Address on file							
12046383	WOODRUFF SAWYER	Address on file							
12191869	Name on file	Address on file							
12191870	WORKSOCIAL.COM	Address on file							
12046384	WORKSOCIAL.COM LLC	Address on file							
12191819	Name on file	Address on file							
12191859	Name on file	Address on file							
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12885618	Name on file	Address on file							
12046385	Name on file	Address on file							
12191872	Name on file	Address on file			1			1	
12191654	Name on file	Address on file						+	
12828476	Name on file	Address on file						+	

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ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
15669949	Name on file	Address on file							
12191695	Name on file	Address on file							
12046387	Name on file	Address on file							
12191875	Name on file	Address on file							
12191617	Name on file	Address on file							
12245678	Name on file	Address on file							
12644098	Name on file	Address on file							
12191876	Name on file	Address on file							
12191877	Name on file	Address on file							
12191583	Name on file	Address on file							
12191585	Name on file	Address on file							
12855708	Name on file	Address on file							·

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Exhibit GG

Disputed Email Class Service List

Served via email

NAME	EMAIL
10drils Inc	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
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Alameda Research Ltd	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
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In re: Genesis Global Holdco, LLC, et al.

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Disputed Email Class Service List

Served via email

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Blu River LLC	Email address on file
Name on file	Email address on file
Name on file	Email address on file
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Brick-N-Wood LLC	Email address on file
Name on file	Email address on file
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Disputed Email Class Service List

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Caramila Capital Management LLC	Email address on file
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Coincident Capital International, Ltd.	Email address on file
Name on file	Email address on file

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Disputed Email Class Service List

Served via email

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Name on file	Email address on file
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Cote Brothers Flooring Contractors Inc	Email address on file
Name on file	Email address on file
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Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
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Cypress LLC	Email address on file
Name on file	Email address on file
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FirstLight Fiber, Inc.	Email address on file
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In re: Genesis Global Holdco, LLC, et al.

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In re: Genesis Global Holdco, LLC, et al.

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Disputed Email Class Service List

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In re: Genesis Global Holdco, LLC, et al.

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Disputed Email Class Service List

Served via email

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I&U CPA LLC	Email address on file
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In re: Genesis Global Holdco, LLC, et al.

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Disputed Email Class Service List

Served via email

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Libertas Fund, LLC	Email address on file

In re: Genesis Global Holdco, LLC, et al.

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Disputed Email Class Service List

Served via email

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Name on file	Email address on file
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Name on file	Email address on file
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Exhibit GG

Disputed Email Class Service List

Served via email

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Name on file	Email address on file
Moye White LLP Firm Client 2	Email address on file

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Exhibit GG

Disputed Email Class Service List

Served via email

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Peertec Inc.	Email address on file
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Residia Asset Management AG	Email address on file
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Singapore Telecommunications Limited	Email address on file
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SM DCG LLC	Email address on file
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Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

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Exhibit GG

Disputed Email Class Service List

Served via email

NAME	EMAIL
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
The Stables Fund US, LP	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Three Arrows Capital Ltd (in liquidation)	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
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Name on file	Email address on file
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Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Valour Inc.	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

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Exhibit GG

Disputed Email Class Service List

Served via email

NAME	EMAIL
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
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Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

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Exhibit GG

Disputed Email Class Service List

Served via email

NAME	EMAIL
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
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Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file
Name on file	Email address on file

In re: Genesis Global Holdco, LLC, et al.

Exhibit HH

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Exhibit HH

Class 3 GGC Supplemental Service List

Served via first class mail

ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	CITY	STATE	POSTAL CODE	COUNTRY
12047522	Name on file	Address on file						
12171196	BITGO	Address on file						
12046808	Name on file	Address on file						
12245686	Name on file	Address on file						
12047367	Name on file	Address on file						
12867662	Name on file	Address on file						
12046916	Name on file	Address on file						
12046850	Name on file	Address on file						
12243915	Name on file	Address on file						
12047263	Name on file	Address on file						
12171249	Name on file	Address on file						
12047326	Name on file	Address on file						
12047329	Name on file	Address on file						
12827060	Name on file	Address on file						
12047340	Name on file	Address on file						
12046642	Name on file	Address on file						
12047652	Name on file	Address on file						
12047391	Name on file	Address on file						

In re: Genesis Global Holdco, LLC, et al.

Exhibit II

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Supplemental Master Mailing List

Served via first class mail

ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12245185	Name on file	Address on file							
12047503	Name on file	Address on file							
12242134	Name on file	Address on file							
12047522	Name on file	Address on file							
12966997	Name on file	Address on file							
12047552	Name on file	Address on file							
12046230	Name on file	Address on file							
12047564	Name on file	Address on file							
12047565	ANCHORAGE LENDING CA, LLC	Address on file							
12047579	Name on file	Address on file							
12047583	Name on file	Address on file							
12047584	Name on file	Address on file							
12047598	Name on file	Address on file							
12047153	Name on file	Address on file							
12047619	Name on file	Address on file							
12242147	Name on file	Address on file							
12171196	BITGO	Address on file							
12047626	Name on file	Address on file							
12047628	Name on file	Address on file							
12047630	Name on file	Address on file							
19033567	Name on file	Address on file							
15535900	Name on file	Address on file							
12046823	Name on file	Address on file							
12047131	Name on file	Address on file							
12046808	Name on file	Address on file							
12046397	Name on file	Address on file							
12046401	Name on file	Address on file							
12046402	Name on file	Address on file							
12245686	Name on file	Address on file							
12644099	Name on file	Address on file							
12047367	Name on file	Address on file							
12046499	Name on file	Address on file							
12046443	Name on file	Address on file							
12046817	Name on file	Address on file							
12046450	Name on file	Address on file							
12046460	Name on file	Address on file							
12046487	Name on file	Address on file							
12047173	Name on file	Address on file							
12867662	Name on file	Address on file							
12046517	Name on file	Address on file							
12650622	Name on file	Address on file							

In re: Genesis Global Holdco, LLC, et al. Case No. 23-10063 (SHL)

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Supplemental Master Mailing List

Served via first class mail

ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12242167	Name on file	Address on file							
12046542	Name on file	Address on file							
12046916	Name on file	Address on file							
12046550	Name on file	Address on file							
12171224	Name on file	Address on file							
12046572	Name on file	Address on file							
12046580	Name on file	Address on file							
12046582	Name on file	Address on file							
12046589	Name on file	Address on file							
12093512	Name on file	Address on file							
12046602	Name on file	Address on file							
12046615	Name on file	Address on file							
12047186	Name on file	Address on file							
12872480	FTX Trading Ltd. on behalf of all FTX Debtors	Address on file							
12046270	FULLERTON HEALTH	Address on file							
12171237	Name on file	Address on file							
12046623	Name on file	Address on file							
12047301	Name on file	Address on file							
12047432	GEMINI	Address on file							
12046629	Name on file	Address on file							
18239913	Name on file	Address on file							
12046660	Name on file	Address on file							
12242180	Name on file	Address on file							
12046681	Name on file	Address on file							
12046695	Name on file	Address on file							
12046696	Name on file	Address on file							
12046707	Name on file	Address on file							
12046711	Name on file	Address on file							
12885173	Name on file	Address on file							
12047117	Name on file	Address on file							
12046833	Name on file	Address on file							
12046430	Name on file	Address on file							
12046850	Name on file	Address on file							
12875503	Name on file	Address on file							
12046868	Name on file	Address on file							
13119639	Name on file	Address on file							
12242200	Name on file	Address on file							
13093678	Name on file	Address on file							
12046881	Name on file	Address on file							
12046901	Name on file	Address on file							
12046907	Name on file	Address on file							

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Supplemental Master Mailing List

Served via first class mail

ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12242206	Name on file	Address on file							
12046930	Name on file	Address on file							
12046955	Name on file	Address on file							
12046956	Name on file	Address on file							
12046960	METROPOLITAN COMMERCIAL BANK	Address on file							
12046986	Name on file	Address on file							
12242212	Name on file	Address on file							
12046992	Name on file	Address on file							
12242215	Name on file	Address on file							
13023662	Name on file	Address on file							
13060379	Name on file	Address on file							
18188010	Name on file	Address on file							
12885696	Name on file	Address on file							
12885726	Name on file	Address on file							
12047049	Name on file	Address on file							
12047051	Name on file	Address on file							
12047063	Name on file	Address on file							
12047064	Name on file	Address on file							
12047065	Name on file	Address on file							
12047067	Name on file	Address on file							
12047098	Name on file	Address on file							
12047102	Name on file	Address on file							
12047110	Name on file	Address on file							
12046976	Name on file	Address on file							
12047120	Name on file	Address on file							
12047123	Name on file	Address on file							
12047133	Name on file	Address on file							
12047144	Name on file	Address on file							
12047159	Name on file	Address on file							
12047182	Name on file	Address on file							
12046598	Name on file	Address on file							
12047192	Name on file	Address on file							
12047196	Name on file	Address on file							
12243915	Name on file	Address on file							
12047205	Name on file	Address on file							
12928836	Name on file	Address on file							
12242244	Name on file	Address on file							
12873752	Name on file	Address on file							
12047260	Name on file	Address on file							
12171248	Name on file	Address on file							
12047263	Name on file	Address on file							

In re: Genesis Global Holdco, LLC, et al.

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Supplemental Master Mailing List

Served via first class mail

ADDRID	NAME	ADDRESS 1	ADDRESS 2	ADDRESS 3	ADDRESS 4	CITY	STATE	POSTAL CODE	COUNTRY
12171249	Name on file	Address on file							
15419362	Name on file	Address on file							
18140592	Name on file	Address on file							
12046368	Name on file	Address on file							
16825563	The New Jersey Bureau of Securities	Address on file							
16825566	The New Jersey Bureau of Securities	Address on file							
16825570	The New Jersey Bureau of Securities	Address on file							
12047303	Name on file	Address on file							
12047314	Name on file	Address on file							
12047326	Name on file	Address on file							
12047329	Name on file	Address on file							
12047330	Name on file	Address on file							
12827060	Name on file	Address on file							
12047340	Name on file	Address on file							
17116580	Name on file	Address on file							
12046642	Name on file	Address on file							
12046889	Name on file	Address on file							
12047350	Name on file	Address on file							
12047362	Name on file	Address on file							
17114933	Name on file	Address on file							
12047652	Name on file	Address on file							
12047376	Name on file	Address on file							
12047377	Name on file	Address on file							
12171245	Name on file	Address on file							
12047391	Name on file	Address on file							
12047399	Name on file	Address on file							
12046777	Name on file	Address on file							
12047411	Name on file	Address on file							
12047412	Name on file	Address on file	<u> </u>		<u> </u>				
12047426	Name on file	Address on file							

In re: Genesis Global Holdco, LLC, et al. Case No. 23-10063 (SHL)

Exhibit B

Amended Voting Report

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re: Chapter 11

Genesis Global Holdco, LLC, et al.,¹ Case No.: 23-10063 (SHL)

Debtors. Jointly Administered

AMENDED DECLARATION OF ALEX ORCHOWSKI OF KROLL RESTRUCTURING ADMINISTRATION LLC REGARDING THE SOLICITATION OF VOTES AND TABULATION OF BALLOTS CAST ON THE DEBTORS' AMENDED CHAPTER 11 PLAN

I, Alex Orchowski, declare, under the penalty of perjury, that the following is true and correct to the best of my knowledge, information, and belief:

- 1. I am a Director of Solicitation at Kroll Restructuring Administration LLC ("Kroll"), located at 55 East 52nd Street, 17th Floor, New York, New York 10055. I am over the age of eighteen and not a party to the above-captioned cases.
- 2. I submit this declaration (this "Amended <u>Declaration</u>") with respect to the solicitation of votes and the tabulation of ballots cast on the *Debtors' Amended Joint Chapter 11 Plan*, dated November 28, 2023 [Docket No. 989] (as may be amended, supplemented, or modified from time to time, the "<u>Plan</u>").² This Amended Declaration amends, supersedes and replaces the entirety of the *Declaration of Alex Orchowski of Kroll Restructuring Administration LLC*

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (as applicable), are: Genesis Global Holdco, LLC (8219) ("<u>GGH</u>"); Genesis Global Capital, LLC (8564) ("<u>GGC</u>"); Genesis Asia Pacific Pte. Ltd. (2164R) ("<u>GAP</u>"). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

² All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan or Disclosure Statement Order (as defined below).

Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Debtors' Amended Chapter 11 Plan, which was filed with this Court on January 25, 2024 [Docket No. 1196].

- 3. Except as otherwise noted, all facts set forth herein are based on my personal knowledge, knowledge that I acquired from individuals under my supervision or from the Debtors or their other professionals, and my review of relevant documents. I am authorized to submit this Amended Declaration on behalf of Kroll. If I were called to testify, I could and would testify competently as to the facts set forth herein.
- 4. This Court authorized Kroll's retention as (a) the claims and noticing agent to the above-captioned debtors and debtors in possession (collectively, the "Debtors") pursuant to the Order Authorizing Retention and Appointment of Kroll Restructuring Administration LLC as Claims and Noticing Agent, dated January 26, 2023 [Docket No. 39] and (b) the administrative advisor to the Debtors pursuant to the Order Authorizing Employment and Retention of Kroll Restructuring Administration LLC as Administrative Advisor Nunc Pro Tunc to the Petition Date, dated February 24, 2023 [Docket No. 107] (collectively, the "Retention Orders"). The Retention Orders authorize Kroll to assist the Debtors with, among other things, the service of solicitation materials and tabulation of votes cast to accept or reject the Plan. Kroll and its employees have considerable experience in soliciting and tabulating votes to accept or reject chapter 11 plans.

Service and Transmittal of Solicitation Packages and the Tabulation Process

5. Pursuant to the Order Authorizing Debtors' Motion to Approve (I) the Adequacy of Information in the Disclosure Statement, (II) Solicitation and Voting Procedures, (III) Forms of Ballots, Notices and Notice Procedures in Connection Therewith, and (IV) Certain Dates with Respect Thereto, dated December 6, 2023 [Docket No. 1027] (the "Disclosure Statement Order"), this Bankruptcy Court approved procedures to solicit votes from, and tabulate Ballots submitted by, Holders of Claims entitled to vote on the Plan (the "Solicitation Procedures"). Kroll adhered

to the Solicitation Procedures outlined in the Disclosure Statement Order and distributed (or caused to be distributed) Solicitation Packages (including Ballots) to parties entitled to vote on the Plan.

I supervised the solicitation and tabulation performed by Kroll's employees.

6. The Disclosure Statement Order established November 28, 2023, as the record date for determining which Holders of Claims were entitled to vote on the Plan (the "Voting Record Date"). Pursuant to the Plan and the Solicitation Procedures, only Holders of Claims as of the Voting Record Date in the following Classes were entitled to vote to accept or reject the Plan (collectively, the "Voting Classes"):

Classification of Claims Against and Interests in GGH					
Plan Class	Class Description				
3	Fiat-or-Stablecoin-Denominated Unsecured Claims				
4	BTC-Denominated Unsecured Claims				
5	ETH-Denominated Unsecured Claims				
6	Alt-Coin-Denominated Unsecured Claims				

Classification of Claims Against and Interests in GGC					
Plan Class Description					
3	Fiat-or-Stablecoin-Denominated Unsecured Claims				
4	BTC-Denominated Unsecured Claims				
5	ETH-Denominated Unsecured Claims				
6	Alt-Coin-Denominated Unsecured Claims				
7	Gemini Lender Claims				

Classification of Claims Against and Interests in GAP						
Plan Class	Class Description					
3	Fiat-or-Stablecoin-Denominated Unsecured Claims					
4	BTC-Denominated Unsecured Claims					
5	ETH-Denominated Unsecured Claims					
6	Alt-Coin-Denominated Unsecured Claims					

No other Classes were entitled to vote on the Plan.

- 7. In accordance with the Solicitation Procedures, Kroll worked closely with the Debtors and their advisors to identify the Holders of Claims entitled to vote in the Voting Classes as of the Voting Record Date, and to coordinate the distribution of Solicitation Packages to these Holders of Claims. With respect to the "Gemini Lenders" entitled to vote in Class 7 Claims against GGC, Kroll neither independently possessed a record of these Gemini Lenders nor was provided with a list of these Gemini Lenders; rather, Kroll relied on Gemini Trust Company LLC ("Gemini"), the agent for the Gemini Lenders to forward the solicitation materials, including unique credentials for each Gemini Lender to access Kroll's E-Ballot platform and submit a vote. A detailed description of Kroll's distribution of Solicitation Packages is set forth in Kroll's Affidavit of Service of Solicitation Materials, dated January 25, 2024 [Docket No. 1194].
- 8. Further, in accordance with the Solicitation Procedures, Kroll received, reviewed, determined the validity of, and tabulated the Ballots submitted to vote on the Plan. Each Ballot submitted to Kroll was date-stamped, scanned (if submitted on paper), assigned a ballot number, entered into Kroll's voting database, and processed in accordance with the Solicitation Procedures. To be included in the tabulation results as valid, a Ballot must have been (a) properly completed pursuant to the Solicitation Procedures, (b) executed by the relevant Holder entitled to vote on the Plan (or such Holder's authorized representative), (c) returned to Kroll via an approved method of

delivery set forth in the Solicitation Procedures, and (d) received by Kroll by 4:00 p.m. (Eastern Time) on January 10, 2024 (the "Voting Deadline"). For the tabulation of the votes submitted by Gemini Lenders, Kroll followed the specific provisions approved by the Court for those voters. In particular, unlike other voters, the Gemini Lenders were not assigned a dollar amount when they voted on the Plan through E-Ballot; rather, after Kroll collected the Gemini Lenders' votes, Gemini (without Kroll's input) provided Kroll with the type(s) and amount(s) of digital currencies associated with that vote.

- 9. All valid Ballots cast by Holders of Claims entitled to vote in the Voting Classes and received by Kroll on or before the Voting Deadline were tabulated pursuant to the Solicitation Procedures, including votes submitted by Gemini Lenders, which were tabulated pursuant to the unique provisions authorized by the Court in the Solicitation Procedures for the tabulation of those votes. Importantly, for tabulation purposes only, each Claim that was asserted in a currency other than U.S. Dollars was converted to the equivalent U.S. Dollar value using the conversation rate for the applicable currency at prevailing market prices as of 11:11 p.m. (prevailing Eastern Time) on the Petition Date.³
- 10. The final tabulation of votes cast by timely and properly completed Ballots received by Kroll is attached hereto as **Exhibit A**.⁴

³ The conversion rates were set forth in section 3(j) of the Global Notes and Statement of Limitations, Methodology and Disclaimers Regarding the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs [Docket Nos. 145, 146, 147].

⁴ Pursuant to section F(xi) of the Solicitation Procedures, the Debtors directed Kroll to include all Ballots in the final tabulation that were received by Kroll after the Voting Deadline but were otherwise valid submissions, specifically: (i) two Class 3 Ballots against Genesis Global Capital, LLC, including votes to accept the Plan in the aggregate amount of \$13,572,961.51, (ii) one Class 4 Ballot against Genesis Global Capital, LLC, including a vote to accept the Plan in the amount of \$42,252.15, (iii) two Class 5 Ballots against Genesis Global Capital, LLC, including votes to accept the Plan in the aggregate amount of \$13,882,587.49, (iv) two Class 6 Ballots against Genesis Global Capital, LLC, including votes to accept the Plan in the aggregate amount of \$88,072.18, (v) 211 Class 7 Ballots against Genesis Global Capital, LLC, including votes to accept the Plan in the aggregate amount of \$5,186,385.77; and (vi) 74 Class 7 Ballots against Genesis Global Capital, LLC, including votes to reject the Plan in the aggregate amount of \$1,842,446.24.

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11. The report of all Ballots excluded from the final tabulation prepared by Kroll, and

the reason(s) for the exclusion of such Ballots, including, but not limited to instances where a

Ballot was removed from the tabulation or solicitation for being submitted on account of a

duplicative claim, is attached hereto as Exhibit B.

12. The Ballots also included instructions regarding how to elect to opt into the releases

set forth in Article VIII of the Plan (the "Opt In Election"). Attached hereto as Exhibit C is a report

of Ballots received by Kroll, where the party who submitted the Ballot checked the box in item 3,

indicating an election to "Opt In to the release provisions". For the avoidance of doubt, this

Amended Declaration does not certify the validity of any Opt In Election, and such information is

provided for reporting and informational purposes only.

Dated: February 9, 2024

/s/ Alex Orchowski

Alex Orchowski

Director, Restructuring Administration

Kroll Restructuring Administration LLC

Exhibit A

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Genesis Global Holdco, LLC, et al. Exhibit A - Tabulation Summary

Debtor	Class #	Class Description	Number Accepting	Number Rejecting	Amount Accepting	Amount Rejecting	Class Voting Result	
			%	%	%	%		
Conosis Clobal Holden II C	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	2	0	\$2,762,618.00	\$0.00	Accent	
Genesis Global Holdco, LLC	3	riat-or-stablecom-Denominated Onsecured Claims	100%	0%	100%	0%	Accept	
Genesis Global Holdco, LLC	4	BTC-Denominated Unsecured Claims	None of the creditors in	n this Class voted on the Pl	an. As a result, per the Disclosure Sta applicable law.	tement Order, such Class shall be t	reated in accordance with	
Genesis Global Holdco, LLC	5	ETH-Denominated Unsecured Claims	None of the creditors in	n this Class voted on the Pl	an. As a result, per the Disclosure Sta applicable law.	stement Order, such Class shall be t	reated in accordance with	
Genesis Global Holdco, LLC	6	Alt-Coin-Denominated Unsecured Claims	None of the creditors in	n this Class voted on the Pl	an. As a result, per the Disclosure Sta applicable law.	itement Order, such Class shall be t	reated in accordance with	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	94	4	\$901,375,649.44	\$886,864.66	Accent	
Genesis Global Capital, LLC	3	Flat-or-Stablecoin-Denominated Onsecured Claims	95.92%	4.08%	99.90%	0.10%	Accept	
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	76	5	\$1,051,289,524.09	\$8,868,564.78	Accept	
Geriesis Giobai Capitai, EEC	4	BTC-Denominated onsecured claims	93.83%	6.17%	99.16%	0.84%		
Genesis Global Capital, LLC	5	ETH-Denominated Unsecured Claims	34	3	\$604,578,937.80	\$15,926,482.51	Accept	
deriesis diobai capitai, EEC	,	ETTI-Defiorimated offsecured claims	91.89%	8.11%	97.43%	2.57%	Ассері	
Genesis Global Capital, LLC	6	Alt-Coin-Denominated Unsecured Claims	22	3	\$52,409,612.45	\$6,635,095.02	Accept	
Genesis Global Capital, LEC		Ait com benominated onsecured claims	88.00%	12.00%	88.76%	11.24%	Ассерг	
Genesis Global Capital, LLC	7	Gemini Lender Claims	15,527	3,335	\$418,400,252.45	\$82,904,303.22	Accept	
deficata diobal capital, EEC	,	Germin Echael Claims	82.32%	17.68%	83.46%	16.54%	Ассері	
Genesis Asia Pacific PTE. LTD.	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	4	0	\$46,019,126.14	\$0.00	Accept	
deliesis Asia i delie i i E. El B.	3	That of Stablecom Denominated Offsecured Claims	100%	0%	100%	0%	Ассері	
Genesis Asia Pacific PTE. LTD.	4	BTC-Denominated Unsecured Claims	1	0	\$3,191,359.31	\$0.00	Accept	
Seriesis Asia i delite i i E. El D.	_	516 Denominated Onsecured Cialitis	100%	0%	100%	0%	лесері	
Genesis Asia Pacific PTE. LTD.	5	ETH-Denominated Unsecured Claims	None of the creditors in	n this Class voted on the Pl	an. As a result, per the Disclosure Sta applicable law.	stement Order, such Class shall be to	reated in accordance with	
Genesis Asia Pacific PTE. LTD.	6	Alt-Coin-Denominated Unsecured Claims	1	0	\$3,607,485.30	\$0.00	Accept	
Genesis Asia Facilic FTE. LID.	U	Ait-com-penonimated onsecured cidinis	100%	0%	100%	0%	Ассері	

Exhibit B

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Debtor	Plan Class	Plan Class Description	Unique ID*	Voting Amount	Accept/Reject	Reason(s) for Exclusion
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Fourth Omnibus Objection (Non-
			0.000 4.1004 5500 1.0040	44.00		Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate, Amended and No
Genesis Asia Pacific PTE. LTD.	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	QJRF-1UPY-T72C-UDXQ	\$1.00	Accept	Liability) [Docket No. 1169]
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	2ZK2-5LK0-OCUM-6EWJ	\$16,078.05	Accept	Superseded by later received, valid ballot included in the final tabulation
	-			720,01010		
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Eighth Omnibus Objection (Non-
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	U1CN-G7AG-9SQ7-OYXM	\$1.00	Accept	Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate) [Docket No. 1171]
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Fourth Omnibus Objection (Non- Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate, Amended and No
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	6C00-70ZM-AMR5-XBQZ	\$1.00	Accept	Liability) [Docket No. 1169]
	-			7		
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Ninth Omnibus Objection (Non-
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	6BTD-9H1R-I83P-EPFA	\$1.00	Accept	Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate) [Docket No. 1172]
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Fourth Omnibus Objection (Non- Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate, Amended and No
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	XQF9-556I-V262-YWXE	\$1.00	Accept	Liability) [Docket No. 1169]
defiests diobal capital, EEC		That of Stablecom Benominated offsetared claims	AQ19 9901 V202 1VVAE	\$1.00	Ассерг	Elddinty) [Docket No. 1105]
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	UNY0-MK44-AKTU-F9SM	\$24,546.01	Accept	Withdrawn submission
County Clabel Coulted 11.C	3	First or Chalden in Donnais and distance of Chairman	4751 7700 0017 11240	ć4 00		Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Fourteenth Omnibus Objection (Non-
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	47EL-T78O-08LZ-H219	\$1.00	Accept	Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate) [Docket No. 1177]
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Eleventh Omnibus Objection (Non-
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	51UO-FQUL-J9EL-SNVT	\$1.00	Accept	Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate) [Docket No. 1174]
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Thirteenth Omnibus Objection (Non-
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	OREI-U5ES-C5L1-BSXH	\$1.00	Accept	Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate) [Docket No. 1176]
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	GABR-4SE7-SS6I-ZMPM	\$1,456,902.36	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, EEC		That of Stablecom Benominated offsetared claims	GABIT 43E7 3301 ZIVII IVI	\$1,430,302.30	Ассере	Superscued by facer received, valid balloc included in the final distriction
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	SRSP-N7L7-3JJI-9FEU	\$11,632,111.54	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	V3VV-HAND-867Z-TAI1	\$43,077.69	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	L4JG-GEC8-C62Z-19A7	\$204,232.30	Accept	Superseded by later received, valid ballot included in the final tabulation
Certesis clobal capital, EEC		That of Stablecom Schollmated Onsecured Claims	2100 0200 0022 13777	\$20 t)252150	лесере	Superscaled by later received, raind barrot mediated in the lines tabulation
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Eighth Omnibus Objection (Non-
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	G6RT-LUME-DLFF-O1Z1	\$1.00	Accept	Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate) [Docket No. 1171]
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Fourth Omnibus Objection (Non- Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate, Amended and No
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	6ESW-79RH-GIWP-4E57	\$1.00	Accept	Liability) [Docket No. 1169]
deriesis diobai capitai, EEC	-	Bre Benominated Onsecured claims	025W 75KH GIWI 4257	\$1.00	Ассере	Elddinty) [Docket No. 1105]
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	0S2Z-2NLB-2SB9-ZX0U	\$3,167,524.21	Accept	Withdrawn submission
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	MM1S-9DVN-HJ7M-OLOI	\$4,892,284.76	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	3J9B-0BAD-VE0X-M36P	\$584,672.46	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	97K4-4AEP-JJAL-XNXK	\$2,132,964.44	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	7K3X-PSUJ-LACD-Y9QE	\$715,001.25	Accept	Superseded by later received, valid ballot included in the final tabulation
					·	
Connecte Clabel Control 112	4	DTC Denominated Heavy of Claims	ODDO CVDO VEVE CACA	** **	A	Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Third Omnibus Objection (Non-
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	8DR8-SYB8-XEKE-OAG4	\$1.00	Accept	Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate) [Docket No. 1265]
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Third Omnibus Objection (Non-
Genesis Global Capital, LLC	5	ETH-Denominated Unsecured Claims	1FL3-O6Q6-QW1D-8TG9	\$1.00	Accept	Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate) [Docket No. 1265]
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Fourth Omnibus Objection (Non-
Consider Clabel Conduct 112	-	ETU December de de la companya de Cl. :	COCA 2000 47CH 45:0	4.00		Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate, Amended and No
Genesis Global Capital, LLC	5	ETH-Denominated Unsecured Claims	C9SA-30D0-176H-A5AG	\$1.00	Accept	Liability) [Docket No. 1169]
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Ninth Omnibus Objection (Non-
Genesis Global Capital, LLC	5	ETH-Denominated Unsecured Claims	03VZ-LU8E-KHNW-Q0CS	\$1.00	Accept	Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate) [Docket No. 1172]
Genesis Global Capital, LLC	5	ETH-Denominated Unsecured Claims	E0UP-PSQ1-6JF0-FU7M	\$148,695.90	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	6	Alt-Coin-Denominated Unsecured Claims	FV4A-8RJL-LK4S-O113	\$223,500.00	Reject	Superseded by later received, valid ballot included in the final tabulation

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Debtor	Plan Class	Plan Class Description	Unique ID*	Voting Amount	Accept/Reject	Reason(s) for Exclusion
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Fourth Omnibus Objection (Non-
						Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate, Amended and No
Genesis Global Capital, LLC	6	Alt-Coin-Denominated Unsecured Claims	W2MA-O5LS-4PH1-137O	\$1.00	Accept	Liability) [Docket No. 1169]
Genesis Global Capital, LLC	6	Alt-Coin-Denominated Unsecured Claims	9F9F-8V2U-IKGS-AGI9	\$363.12	Accept	Superseded by later received, valid ballot included in the final tabulation
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Fourth Omnibus Objection (Non-
						Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate, Amended and No
Genesis Global Holdco, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	3FBC-V3RW-CQCY-MEJL	\$1.00	Accept	Liability) [Docket No. 1169]
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Ninth Omnibus Objection (Non-
Genesis Global Holdco, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	DC6G-D0XT-8XW3-M6AM	\$1.00	Reject	Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate) [Docket No. 1172]
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Thirteenth Omnibus Objection (Non-
Genesis Global Holdco, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	UBN2-EA9I-VFR4-HO4D	\$1.00	Accept	Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate) [Docket No. 1176]
						Holder not entitled to vote on the Plan pursuant to the Order Granting Debtors' Eleventh Omnibus Objection (Non-
Genesis Global Holdco, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	BCHX-9BBL-FDTO-L064	\$1.00	Accept	Substantive) to Certain Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007 (Duplicate) [Docket No. 1174]
Genesis Global Capital, LLC	7	Gemini Lender Claims	100903140318503	\$2,963,299.10		Did not vote to accept or reject the Plan; Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	102121666534564	\$10,780.08	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	105266232976694	\$45,092.31	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	105639816166872	\$46.72	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	110156825003699	\$50,697.40	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	110222717864998	\$131,297.29	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	111309014480614	\$100,000.00	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	111922098657850	\$26,496.68	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	114670148707731	\$585.79	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	115228053268695	\$2,459.89	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	117733038995910	\$16,833.17	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	117809964915257	\$5,035.05	Accept	Superseded by later received, valid ballot included in the final tabulation
• •						
Genesis Global Capital, LLC	7	Gemini Lender Claims	121249606810878	\$264.27		Did not vote to accept or reject the Plan; Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	121917823203454	\$19,372.03	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	122128615328394	\$9,125.40	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	122128615328394	\$9,125.40	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	125543030644321	\$247,688.14	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	125543030644321	\$247,688.14	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	130849274154969	\$163,655.88	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	135174811939488	\$6,060.69	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	135477977154751	\$1.19	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	135957593630852	\$96,419.27	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	137287671956018	\$3,224.77	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	137802678039540	\$48,644.88	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	139202061276012	\$2,556.11	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	139307919034059	\$10,764.45	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	140089372086981	\$3,136.19		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	140275546033908	\$75,309.45	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	144455672727686	\$1,705.47	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	150077622754613	\$16,499.98	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	151549645145621	\$28.06	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	154933853488592	\$691.82	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	155904590168903	\$4,176.98	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	155904590168903	\$4,176.98	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	157141650235117	\$14,044.49	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	159455628047853	\$25,986.63	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	159455628047853	\$25,986.63	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	160028698631265	\$25,625.51	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	160481125949586	\$13,007.24	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	162515861206526	\$6,930.93	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	163227163464432	\$6,439.42	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	163617731357607	\$2,568.18	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	164358477999549	\$2,370.04	Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	164619883885130	\$3,039.64	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	164983807592460	- ' '	•	
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	164983807592460	\$10,512.88	Reject	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	165054228190996	\$9,706.37 \$12,932.24	Reject	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
	7		167157847813154	\$12,932.24 \$47,798.58	Reject	
Genesis Global Capital, LLC	/	Gemini Lender Claims	16/9004/3500134	\$47,798.58	Reject	Superseded by later received, valid ballot included in the final tabulation

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Debtor	Plan Class	Plan Class Description	Unique ID*	Voting Amount	Accept/Reject	Reason(s) for Exclusion
Genesis Global Capital, LLC	7	Gemini Lender Claims	169318043871779	\$102,461.90	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	169779094423017	\$168,657.74	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	170871042019344	\$90,069.77	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	170930440820129	\$3,030.86	,	Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	171232142291010	\$37.26		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	171366124762798	\$5,388.66	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	172547254968615	\$71.95	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	172860055230561	\$13,488.34	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	173937193898948	\$3,279.91	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	174368580104232	\$4,359.60	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	174368580104232	\$4,359.60	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	177644733032545	\$14,904.38	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	179224986396357	\$8,190.01	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	179576774549684	\$30,535.87	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	181877517707112	\$18,159.38	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	182961488336437	\$5.41	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	184315106000287	\$58,072.15	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	185725621964319	\$67,819.45	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	185725621964319	\$67,819.45	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	186699782525587	\$46,413.32	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	186893316724620	\$15,054.96		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	188153780844526	\$25,324.45		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	191734744744926	\$99,713.37	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	191976855156379	\$50,208.89	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	194956363012319	\$136.69	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	196024366464476	\$1,750.24	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	201968350842141	\$176,938.21		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	201968350842141	\$176,938.21	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC		Gemini Lender Claims	202681539044205	\$29,251.88	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	202681539044205	\$29,251.88	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC		Gemini Lender Claims	204321477165453	\$6,327.22	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	204468530482133 205543179855877	\$12.85 \$79,274.61	Accept Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	207245880955349	\$6,334.00		Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	207243880933349	\$2,067.89	Accept Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	209900166080820	\$1,039.86	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	210705084952091	\$5,091.71	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	211487253159992	\$86,102.93	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	213472126782307	\$8,535.70	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global capital) EEC		Certain Lerider Claims	213 17 2120 7 0230 7	\$0,555.76	песере	Supersected by rates received, raine basist meadact in the initial tabulation.
Genesis Global Capital, LLC	7	Gemini Lender Claims	213532143943204	\$6,866.01		Did not vote to accept or reject the Plan; Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	214581402714120	\$996,222.54	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	215216746696691	\$17,799.15	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	215266506695715	\$12,327.24	,	Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	215557483101979	\$5,079.64	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	220852200728583	\$113,752.40	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	222678847397612	\$1,708.83	•	Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	222729640879071	\$6,023.44	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	224099910570292	\$20,248.64	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	227494721584217	\$976.57	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	231723850176578	\$8,135.81	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	231876448630438	\$1,806.15	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	232689373783947	\$4,190.82	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	232833984760384	\$600.49	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	234554209617072	\$4,710.84	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	235357802830948	\$5,996.38	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	236872424718177	\$107,770.61		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	237484616153976	\$21,944.91	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	237484616153976	\$21,944.91	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	239294627777206	\$8,139.39	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	242251803850617	\$36,532.96	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	242873284896125	\$3,650.60		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	245668114572248	\$4,060.16	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	245668114572248	\$4,060.16	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	245668114572248	\$4,060.16	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	245668114572248	\$4,060.16	Reject	Superseded by later received, valid ballot included in the final tabulation

Debtor	Plan Class	Plan Class Description	Unique ID*	Voting Amount	Accept/Reject	Reason(s) for Exclusion
Genesis Global Capital, LLC	7	Gemini Lender Claims	245668114572248	\$4,060.16	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	249983267278609	\$194,038.75	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	254434169693573	\$5,834.12	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	254538488708361	\$54,949.30	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	257592558721328	\$66.15	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	258211795567746	\$53.40		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	260257868073224	\$9,022.81	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	265701732247693	\$101,603.54	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	266373694824726	\$47,317.67	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	267996820725220 270469115134506	\$125,939.18	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	270487826967595	\$607.71 \$199.61	Accept Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	270589620116096	\$784.58	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	270708026566972	\$301,930.34	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	271078007602594	\$1,211.75	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	271465466776498	\$2,146.55	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	271994691280210	\$594.45	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	272279544459319	\$3,176.69	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	274684664508475	\$76,640.48	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	275608864381360	\$22,006.28	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	275677394797602	\$1,307.24	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	281055024629909	\$6,738.82	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	281633313638784	\$1,184.70	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC		Gemini Lender Claims	282907370345583	\$32,378.68	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	283087370025958 284383942362720	\$7,788.12 \$13,478.61	Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	284383942362720	\$13,478.61	Accept Reject	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	284451472503981	\$997.97	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	288476702026232	\$19,362.01	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	289405882831240	\$1,089.40	,	Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	290596575157063	\$791.56	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	292639088712670	\$8,743.82	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	293090099528542	\$26,234.53	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	293090099528542	\$26,234.53	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	293090099528542	\$26,234.53	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	293906172178485	\$74,327.70	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	294873033714907	\$2,270.22	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	294873033714907	\$2,270.22	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	295602381082784	\$9,951.27	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	295946276010870 296673364915983	\$43,010.20 \$438.77	Accept	Superseded by later received, valid ballot included in the final tabulation Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	297868366689058	\$39,265.22	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	297965187294881	\$44,108.99	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	297965187294881	\$44,108.99	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	303345438670247	\$4,572.33	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	303419730069063	\$2,015.91	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	306930609541540	\$13,454.76	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	308126093499760	\$1,852.26	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	308383395977333	\$1,012.05	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	308538366839387	\$8,205.86	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	309066116526784	\$7,125.50	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	310198567748064	\$17,867.33	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	310982604449108	\$2,760.73	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	310991451570854	\$41,617.28	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	310991451570854 311405622123004	\$41,617.28	Reject	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	311405622123004	\$76,525.33 \$285,278.95	Reject	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	313062987886780	\$285,278.95	Reject Reject	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	313549419787033	\$3,484.20	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	314101919195380	\$4,278.68	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	314809581783789	\$21,890.49	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	314939906463849	\$12,678.39	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	314939906463849	\$12,678.39	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	315732877092591	\$19,299.86	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	316353889653750	\$22,278.52	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	317925362769860	\$110,646.89	Reject	Superseded by later received, valid ballot included in the final tabulation

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Debtor	Plan Class	Plan Class Description	Unique ID*	Voting Amount	Accept/Reject	Reason(s) for Exclusion
Genesis Global Capital, LLC	7	Gemini Lender Claims	318342041299521	\$806.69	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	318498735499594	\$328.10	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	318557146583610	\$43,746,07	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	321082307916148	\$45,073.08	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	321293927226112	\$7,251.74	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	321537211897128	\$1,471.60		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	324681939538053	\$10,865.84	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	325532708057602	\$54.83	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	326713715846301	\$19,012.89	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	329158210068431	\$1,353.90	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	330753705773251	\$8,844.33		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	330971552874772	\$616.74	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	332488790115712	\$2,675.22	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	333137591700665	\$51,272.94	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	333165470301289	\$3,888.14	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	333903122354912	\$4,413.14	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	333954629338423	\$3,000.29	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	335224677413205	\$60,627.43	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	335318091827024	\$165.45	лесере	Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	335702185609393	\$21,884.30	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	337864367797926	\$34,446.73	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	339288230307523	\$18,179.03	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	340365910847176	\$1,226.75	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	344259409625748	\$211.93	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	344706375603920	\$259,935.28	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	344880550434372	\$83,805.72	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	344880550434372	\$83,805.72		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	344880550434372	\$83,805.72	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	348267246832936	\$32,379.57	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	348267246832936	\$32,379.57		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, EEC	·	Germin zender didirio	3 102072 10032330	ψ <i>52,573.57</i>	Hejece	Superseded by rater received, rand buriet included in the time tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	349038047538612	\$21,185.62		Did not vote to accept or reject the Plan; Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	349075269622190	\$49,433.61	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	350171477817451	\$44,617.74	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	350818546258689	\$11,474.71	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	350818546258689	\$11,474.71	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	350818546258689	\$11,474.71	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	350818546258689	\$11,474.71	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	352529970806157	\$2,936.67	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	356256595250513	\$20,914.33	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	357138837425343	\$224.63	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	35946666025534	\$9,461.40		Superseded by later received, valid ballot included in the final tabulation
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Genesis Global Capital, LLC	7	Gemini Lender Claims	359881025497957	\$3,981.56		Did not vote to accept or reject the Plan; Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	359981387011878	\$7,394.76	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	361035039523104	\$187.13	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	364181005796544	\$4,632.24	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	365023577645026	\$24.77	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	365240390309840	\$20,853.30	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	365703971379581	\$36,115.49	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	365703971379581	\$36,115.49	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	366411571154892	\$162,312.41		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	366898277152076	\$110,822.09	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	369043500887721	\$7,163.17	лосерс	Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	369243628728890	\$1,018.39	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	369685477294926	\$50,055.78	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	372779105297756	\$119,901.58		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	373221150382220	\$113,178.79	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	374480833310179	\$11,156.91	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	375960565079305	\$16,708.18	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	379813766104076	\$4,031.31	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	3798515766104076	\$5,002.87	•	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	380506425794759	\$29,505.38	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	383915174387172	\$111,400.74	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	383915174387172	\$111,400.74	Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
	7	Gemini Lender Claims Gemini Lender Claims				
Genesis Global Capital, LLC	/	Gerriirii Lender Claims	386249292813278	\$2,262.78	Accept	Superseded by later received, valid ballot included in the final tabulation

Debtor	Plan Class	Plan Class Description	Unique ID*	Voting Amount	Accept/Reject	Reason(s) for Exclusion
Genesis Global Capital, LLC	7	Gemini Lender Claims	388946388727399	\$66,138.09	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	390754001990004	\$9,186.34	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	391029333944001	\$55,731.89	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	395032714497809	\$23,830.41	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	395738180490831	\$55,344.42	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	396032976070652	\$5,561.98		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	398343259789841	\$10,080.80	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	398498106389285	\$22,984.80	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	399118864492111	\$23,166.03	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	400956315122247	\$14,913.23	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	401174029892296	\$228.75	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	401174029892296	\$228.75	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	401570219195784	\$5,358.27	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	401570219195784	\$5,358.27	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	403977535873031	\$5,527.25	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	404085713627802	\$26,885.94	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	404804828637360	\$118.85	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	404804828637360	\$118.85	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	406089758482654	\$4,400.70	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC	7	Gemini Lender Claims	407268296894397 407377143448078	\$22,978.17	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	40/3//1434480/8	\$41.59 \$25,050.46	Accept Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	413647088504098	\$25,050.46	Reject	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	415095424893206	\$15,989.37	nejett	Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	415421319627556	\$2,457.61		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	417260447663539	\$32.78	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	417260447663539	\$32.78		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	417547272459973	\$14,319.50	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	418254316197349	\$1,714.54	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	422616856521978	\$5,655.38	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	422616856521978	\$5,655.38	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	424238624411437	\$10,097.08	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	425520727947832	\$11,512.55	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	426132600711982	\$3,207.61		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	429044456438278	\$6,137.01	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	429251199814197	\$134,110.85	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	430453158421843	\$31,786.07	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	430511125381231	\$38.98	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	431355250740022	\$10,691.14	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	434863296403206	\$10,046.20		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	435077454715869	\$12,561.18	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	437328199451531	\$9,757.53	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	437328199451531	\$9,757.53	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	437328199451531 438291042105380	\$9,757.53 \$5,432.55	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	438291042105380	\$5,432.55	Accept	Did not vote to accept or reject the Plan Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	445380483496114	\$3,888.05		Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	445559643582839	\$2,124.30	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	451218531827007	\$527.52	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	452041702285742	\$38,952.84	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	452268221259871	\$87,973.56	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	452268221259871	\$87,973.56	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	452617056901175	\$1,120.86	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	455961103590385	\$3,227.46	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	455961103590385	\$3,227.46	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	456191739209256	\$3,800.65	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	458200674689544	\$246,414.17		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	459294147127718	\$14,341.86	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	459644076999469	\$4,763.90	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	459999181862885	\$23,196.07	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	460507449882547	\$1,890.03	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	461783536373952	\$2,901.35		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	464442088219691	\$22,942.01	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	464931329234093	\$7,866.70	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	470313912492021	\$1,710.31	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	470736719070017	\$4,484.87	Accept	Superseded by later received, valid ballot included in the final tabulation

Debtor	Plan Class	Plan Class Description	Unique ID*	Voting Amount	Accept/Reject	Reason(s) for Exclusion
Genesis Global Capital, LLC	7	Gemini Lender Claims	470829029863991	\$26,851.73	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	470829029863991	\$26,851.73	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	470870145133277	\$16,454.93	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	471050493483678	\$3,225.98	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	471294029423266	\$230.36	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	472107641323867	\$12,839.26	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	472107641323867	\$12,839.26	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	473312602067560	\$11,026.17	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	474696463495620	\$613.50	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	474767161015599	\$738.52		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	475788405879290	\$71,628.79		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	476345630768246	\$92,177.50	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	476345630768246	\$92,177.50	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	481234439495349	\$9,946.74	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	481784753282966	\$6,260.81	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	481811609497806	\$13,877.15	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	484646649754468	\$1,392.04	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	487106871969926	\$7,596.51		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	487222659597068	\$3,469.23	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	488187728290338	\$26,238.70	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	489394492250894	\$288.70		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	491078601308334	\$2,329.46	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	493557608626040	\$23,976.77	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	497889776040054	\$482,741.80	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	498633929403564	\$8,709.56	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	499949646134988	\$23,451.78	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	500455682828635	\$3,482.67	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	500767931641936	\$4,132.97	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	504358488153971	\$2,853.67	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	506843724522285	\$11,446.12	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	508073370855523	\$2,048.26	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	508155243564058	\$2,230.66	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	508330433910572	\$11,861.18	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	509002844913706	\$1,580.73	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	509460320893737	\$1,614.62	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	511227405702357	\$29.09	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	511574002205915	\$13,165.64	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	511631798008840	\$1,858.28	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	512138911290152	\$14,906.32	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	512869296949369	\$34,279.96	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	512869296949369	\$34,279.96	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	513667497762477	\$507.30	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	515401082877661	\$2,460.38	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	515525293760583	\$464.99		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	515707693325851	\$7,775.94	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	518535486101326	\$198,879.69	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	519405190507014	\$234,002.61	Accept	Superseded by later received, valid ballot included in the final tabulation
	_			*		
Genesis Global Capital, LLC	7	Gemini Lender Claims	520855019946676	\$12,564.27		Did not vote to accept or reject the Plan; Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	520966360029461	\$586,882.44	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	523551183417179	\$130,624.56	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	523871082774694	\$47,973.16	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	523871082774694	\$47,973.16	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	524594333027709	\$500.00	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	524594333027709	\$500.00	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	526622793903975	\$302,469.83	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	527814919424465	\$70,729.19	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	530630840149166	\$39,525.92	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	530635377331071	\$2,779.10	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	531256598824320	\$4,658.09	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	532626561006257	\$22,126.99	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	533200691310434	\$435.01	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	534415854777931	\$84,526.52	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC				C20 F14 F0	Reject	Superseded by later received, valid ballot included in the final tabulation
	7	Gemini Lender Claims	538610230548579	\$20,514.59		
Genesis Global Capital, LLC Genesis Global Capital, LLC	7 7 7	Gemini Lender Claims Gemini Lender Claims Gemini Lender Claims	538610230548579 541990679716015 543623507519931	\$20,514.59 \$21,341.12 \$63,946.54	Accept Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation

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Debtor	Plan Class	Plan Class Description	Unique ID*	Voting Amount	Accept/Reject	Reason(s) for Exclusion
Genesis Global Capital, LLC	7	Gemini Lender Claims	543623507519931	\$63,946.54	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	545897603519249	\$23,435.80	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	545897603519249	\$23,435.80	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	545897603519249	\$23,435.80	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	545897603519249	\$23,435.80	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	547996060400674	\$15,874.75		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	549440011090009	\$10,453.86	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	549508491979186	\$11,024.97	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	550138008938527	\$12,254.00	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	551481098165478	\$5,796.23	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	551775478932764	\$4,602.80	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	552745872275813	\$44,460.07	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	557351234113464	\$217,877.83	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	560077776097495	\$10,516.04	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	560077776097495	\$10,516.04	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	560306223619543	\$162,862.57	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	560336959596211	\$34,439.66	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	562076971116061	\$28,862.70	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	563926228308035	\$2,131,212.75	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	565787360160738	\$0.40	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	565910098398825	\$145,201.15	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	567853230794624	\$5,932.34	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	568335836367967	\$3,606.68	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	569706757182302	\$163,138.98	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	571146901370602	\$18,448.83	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	571577003113993	\$229.12	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	572552439824814	\$1,096.52		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	573272119968618	\$9,089.22	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	573363470241598	\$34,009.05	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	573613042825085	\$179.67	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	573613042825085	\$179.67	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	573613042825085	\$179.67	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	574094979260244	\$31,663.29	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	579139022587305	\$40,111.43	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	579139022587305	\$40,111.43	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	579139022587305 579642643489269	\$40,111.43 \$15,488.78	Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	580828357047174	\$13,488.78	Accept Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	582237749274547	\$83,717.78	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	584783965495545	\$7,362.88	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	586267008360044	\$4,847.82	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	587392445471683	\$6.21	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	589347418465903	\$11,353.11	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	590319521283717	\$11,086.00	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	591082284827109	\$16,041.80	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	592264240283195	\$6,481.63	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	596142753152482	\$1,663.20		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	598720253337643	\$1,010.93	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	601270867021427	\$2,904.54		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	602622702154158	\$17,162.65	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	602786048090386	\$567.43	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	604419909207153	\$10,244.58	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	604459199326301	\$1,750.21	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	604587452404588	\$54,991.64	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	606046847886903	\$3,060.13	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	608630198431109	\$12,640.71	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	610421090043443	\$7,333.94		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	613202287241933	\$27,916.99	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	613306548999574	\$535.14	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	615644160765129	\$4,640.20	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	616720232312120	\$25,518.59	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	620064334255740	\$1,277.45	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	620064334255740	\$1,277.45	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	622096398741005	\$3,653.11	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	622096398741005	\$3,653.11	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	623096096477126	\$203.10	Reject	Superseded by later received, valid ballot included in the final tabulation

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Debtor	Plan Class	Plan Class Description	Unique ID*	Voting Amount	Accept/Reject	Reason(s) for Exclusion
Genesis Global Capital, LLC	7	Gemini Lender Claims	627477010404236	\$4,960.47	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	627477010404236	\$4,960.47	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	634210954965639	\$8,602.46	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	634741603745118	\$1,620.39	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	635979106552412	\$7,696.58	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	642395924843015	\$13,426.44	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	642395924843015	\$13,426.44	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	643364813934172	\$14,149.03	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	644198845847586	\$2,681.02	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	644403623307862	\$1,778.52	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	644719612985035	\$13,075.85	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	644900130910080	\$7,617.98	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	645949227522679	\$19,620.69	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	645949227522679	\$19,620.69	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	645949227522679	\$19,620.69	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	646851203877703	\$828.58	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	648937032894250	\$3,622.19	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	649226675338662	\$1,547.04	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	649226675338662	\$1,547.04	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	649535654603281	\$6,501.38	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	651805870380641	\$33,850.87	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	652259866812457	\$17,455.08		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	656278502751605	\$792.45	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	657456596122684	\$51,272.15	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	663186399404929	\$223.05	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	664156780981260	\$26,012.82	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	664420253280854	\$7,938.25	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	664832809687940	\$27,682.68	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	664832809687940	\$27,682.68	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	665334015977330	\$1,088.86	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	666567617504210	\$246,217.55	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	666567617504210	\$246,217.55	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	667593967921703	\$72,468.94	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	670977556252601	\$92,624.34	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	671205501714022	\$100.63		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	673695751706514	\$11,605.82	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	677635286351609	\$73,199.61	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	684067157605445	\$42,524.14	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	684683075628668	\$25,072.42	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	684683075628668	\$25,072.42	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	685661778598846	\$2,274.06	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	685661778598846	\$2,274.06	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	685661778598846	\$2,274.06	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	686895006244242	\$18,621.81	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	687448519356307	\$26,859.53	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	687448519356307	\$26,859.53	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	689706003616751	\$74,328.02	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	692863263838361	\$1,391.87	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	697449847678503	\$226.23	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	697484983749592	\$9,380.01	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	697506341793823	\$930.70	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	699448731175959	\$2,765.55		Did not vote to accept or reject the Plan; Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	701669718676763	\$5,904.34	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	701843782927276	\$231,655.28	Accept	Superseded by later received, valid ballot included in the final tabulation
				\$22,235.38		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	703454598985715			
Genesis Global Capital, LLC	7	Gemini Lender Claims	704353289340773	\$34,604.35	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC	7 7 7	Gemini Lender Claims Gemini Lender Claims	704353289340773 704409941520654	\$34,604.35 \$9,940.87	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC Genesis Global Capital, LLC	7 7 7 7	Gemini Lender Claims Gemini Lender Claims Gemini Lender Claims	704353289340773 704409941520654 708051398367209	\$34,604.35 \$9,940.87 \$157,867.47	Accept Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC Genesis Global Capital, LLC Genesis Global Capital, LLC	7 7 7 7	Gemini Lender Claims Gemini Lender Claims Gemini Lender Claims Gemini Lender Claims	704353289340773 704409941520654 708051398367209 708348108541386	\$34,604.35 \$9,940.87 \$157,867.47 \$10,017.35	Accept Accept Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7 7 7 7 7	Gemini Lender Claims Gemini Lender Claims Gemini Lender Claims Gemini Lender Claims Gemini Lender Claims	704353289340773 704409941520654 708051398367209 708348108541386 710313969248684	\$34,604.35 \$9,940.87 \$157,867.47 \$10,017.35 \$27,493.41	Accept Accept Accept Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC	7 7 7 7 7 7 7	Gemini Lender Claims	704353289340773 704409941520654 708051398367209 708348108541386 710313969248684 710735199716269	\$34,604.35 \$9,940.87 \$157,867.47 \$10,017.35 \$27,493.41 \$38,177.54	Accept Accept Accept Accept Accept Reject	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC	7 7 7 7 7 7 7 7	Gemini Lender Claims	704353289340773 704409941520654 708051398367709 708348108541386 710313969248684 710735199716269 711613140431878	\$34,604.35 \$9,940.87 \$157,867.47 \$10,017.35 \$27,493.41 \$38,177.54 \$43,716.96	Accept Accept Accept Accept Reject Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC	7 7 7 7 7 7 7 7	Gemini Lender Claims	704353289340773 704409941520654 708051398367209 708348108541386 710313969248684 710735199716269 711613140431878 712082025750524	\$34,604.35 \$9,940.87 \$157,867.47 \$10,017.35 \$27,493.41 \$38,177.54 \$43,716.96 \$2,152,944.48	Accept Accept Accept Accept Reject Accept Reject	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC	7 7 7 7 7 7 7 7	Gemini Lender Claims	704353289340773 704409941520654 708051398367709 708348108541386 710313969248684 710735199716269 711613140431878	\$34,604.35 \$9,940.87 \$157,867.47 \$10,017.35 \$27,493.41 \$38,177.54 \$43,716.96	Accept Accept Accept Accept Reject Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation

Debtor	Plan Class	Plan Class Description	Unique ID*	Voting Amount	Accept/Reject	Reason(s) for Exclusion
Genesis Global Capital, LLC	7	Gemini Lender Claims	714327476754723	\$698.67	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	714896744875392	\$50,922.65	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	716076755720822	\$1,969.35	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	719788730662257	\$14,717.44	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	722074598452026	\$1,703.19	,	Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	723408533111313	\$445.63	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	727921179702963	\$7,684.34	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	728419084114804	\$1,482.96	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	729828355703079	\$143,477.36	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	731750950315460	\$8,201.09	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	731805726920476	\$489.51	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	732047364543854	\$12,106.58	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	733068196497981	\$22,012.16	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	736771833093143	\$482.44	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	739387119699847	\$63,544.50	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	739600060653230	\$4,527.92	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	740042915470772	\$4,167.36	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	740539236017081	\$2,990.64		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	741017171514029	\$91,149.88	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	741890259089534	\$13,684.40	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	742193559765206	\$23,569.59	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	742632577179985	\$9,826.17	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	743847031364167	\$1,669.74	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	745682671259453	\$2,198.19	•	Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	747411740384202	\$184.02	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	748977183505247	\$4,315.57		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	750046444905692	\$45,414.09	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	750046444905692	\$45,414.09	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	750827291062302	\$13,645.42	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	751863962522728	\$3,013.89		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	753649557731790	\$7,513.42	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	756592781274124	\$22,563.09	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	757316981326226	\$254,799.18	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	761938160809892	\$2,285.58	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	762158385069806	\$21,811.95	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	764291973792062	\$62,754.11	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	764711442378900	\$3,954.52	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	764711442378900	\$3,954.52	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	766832814549270	\$3,333.72	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	766992078154816	\$1,396.07	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	767406030897596	\$2,642.68	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	772346887963240	\$5,151.63	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	773705446476084	\$902.92	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	776270258725815	\$116,050.48	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	776617469801021	\$141,700.16	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	777302516357288	\$246.39	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	777525252468417	\$379.32		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	782395523665898	\$43,276.99	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	783727009830639	\$238.67	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	784132065620338	\$2,359.72	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	784676951940500	\$1,860.53	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	785459927197308	\$7,253.12		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	786674997218300	\$5,124.39	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	787903543425764	\$334.99	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	787904971575447	\$153,160.58	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	788035101988541	\$173,522.64	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	788035101988541	\$173,522.64		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	788035101988541	\$173,522.64	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	790142021114603	\$325.25	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	790509046747735	\$53,497.02	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	792939056710720	\$17,507.27	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	795598292380327	\$1,796.35		Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	799487092213854	\$56,558.22	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	801874084874210	\$1,957.69	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	808389576164241	\$74.36	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	812837967977975	\$126,588.09	Reject	Superseded by later received, valid ballot included in the final tabulation

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Debtor	Plan Class	Plan Class Description	Unique ID*	Voting Amount	Accept/Reject	Reason(s) for Exclusion
Genesis Global Capital, LLC	7	Gemini Lender Claims	814669371916844	\$596.27		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	821841422218010	\$17,964.70	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	821841422218010	\$17,964.70	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	823337651779014	\$4,444.29	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	823337651779014	\$4,444.29	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	823337651779014	\$4,444.29	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	823337651779014	\$4,444.29	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	823337651779014	\$4,444.29	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	823501181715035	\$14,097.13	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	823501181715035	\$14,097.13	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	824457340978612	\$7,216.29	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	825036363549502	\$11,925.90	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	825585474034285	\$12,687.24	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	825801638224518	\$461.41		Did not vote to accept or reject the Plan; Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	829739500640783	\$201,862.66	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	830027891758497	\$23,021.52	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	833694727345526	\$38,936.30	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	834277006045467	\$30,247.42	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	834937159568693	\$11,006.10	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	835748264190292	\$24,032.90	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	838641109965518	\$26,170.62	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	840027714130124	\$108,857.42	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	840444188917841	\$109,222.69	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	840802405842710	\$9,297.35	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	845044545822961	\$124,230.72	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	845319252392810	\$24.79		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	846086014689131	\$110,068.18	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	848841037569453	\$106.66	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	850500538718126	\$13,373.39		Did not vote to accept or reject the Plan; Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	850500538718126	\$13,373.39	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	850500538718126	\$13,373.39	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	852795123818808	\$13,895.67	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	857523203612072	\$303.56		Did not vote to accept or reject the Plan
Genesis Global Capital, LLC	7	Gemini Lender Claims	861037409545601	\$802.31	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	861513692609879	\$1,638.51	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	862348182193555	\$129,281.92	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	862960974860144	\$24,175.78	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	863104898414493 864905409519639	\$12,780.55 \$524.99	Reject	Superseded by later received, valid ballot included in the final tabulation
Geriesis Giobai Capitai, EEC	,	Gemini Lender Claims	864905409519639	\$524.99	Reject	Superseded by later received, valid ballot included in the final tabulation
Canadia Clabal Canital IIIC	7	Comini London Claima	067020240025074	¢541.63		Did not unto to account as account to Dian. Compared at the latest account which he list included in the final tackulation
Genesis Global Capital, LLC Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	867030348035071 867677283175921	\$541.63 \$305,244.53	Reject	Did not vote to accept or reject the Plan; Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
	7					
Genesis Global Capital, LLC Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	867677283175921 868954274096370	\$305,244.53 \$7,280.43	Accept Reject	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	870152586759124	\$570,887.64	Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	871650026303095	\$17,410.24	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	873271602127846	\$1,761.16	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	873374133696374	\$22,889.84	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	874428772776624	\$26,650.57	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	875066778556413	\$1,930.38	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	875220723350586	\$50.56	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	877535679032281	\$14,122.62	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	877911224965666	\$26,458.05	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	879512363300018	\$13,678.43	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	880463628555160	\$1,916.90	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	880723101658123	\$292,225.19	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	881758933137898	\$37,209.63	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	882512023842436	\$10,393.33	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	882512023842436	\$10,393.33	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	891258212513695	\$22,139.98	Reject	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	891435881533011	\$303,672.09	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	893115188682039	\$109,933.69	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	894536248452732	\$3,120.85	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, LLC	7	Gemini Lender Claims	895667612537195	\$2,833.29	Accept	Superseded by later received, valid ballot included in the final tabulation
Genesis Global Capital, Etc	· '	Gennin Echael Claims	055007012557155	72,033.23	лисьри	paperseded by face received, valid ballot included in the final taballation

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Debtor	Plan Class	Plan Class Description	Unique ID*	Voting Amount	Accept/Reject	Reason(s) for Exclusion	
Genesis Global Capital, LLC	7	Gemini Lender Claims	897221723602150	\$5,208.90	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	897581872722323	\$12,653.59	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	898359833756917	\$5,322.43	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	900254582960090	\$138.63	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	901527550803758	\$195,916.57	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	901884163929011	\$44,556.25	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	902496752684233	\$103.94	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	905965213053184	\$15,782.41	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	907477249445776	\$5,077.32	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	908414878726527	\$662.09	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	911877731620705	\$239.53	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	911877731620705	\$239.53	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	912337223083213	\$514,396.40	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	913138888591049	\$386.19	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	914904660645004	\$7,937.41	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	915056799330421	\$70,127.94	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	917858861194050	\$951.68	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	917984237939662	\$1,250.85		Did not vote to accept or reject the Plan	
Genesis Global Capital, LLC	7	Gemini Lender Claims	918891932014658	\$858.42	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	919338591452771	\$5,317.95	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	919801288612328	\$8,689.51	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	919900033576960	\$133,286.52	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	920174068317402	\$134.18		Did not vote to accept or reject the Plan	
Genesis Global Capital, LLC	7	Gemini Lender Claims	920787879724729	\$5,680.68	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	920789457406358	\$3,033.53		Did not vote to accept or reject the Plan	
Genesis Global Capital, LLC	7	Gemini Lender Claims	920930973274455	\$21,501.14	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	920930973274455	\$21,501.14	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	922108123841775	\$535.70	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	922441229527381	\$1,027.53	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	924622645551557	\$85,985.74		Did not vote to accept or reject the Plan	
Genesis Global Capital, LLC	7	Gemini Lender Claims	928251724554226	\$5,233.04	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	928952634198255	\$96,841.02	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	928952634198255 932382389862412	\$96,841.02	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims		\$44,885.75 \$10,991.84	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	933102538473201 934740546767126		Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	935654688483846	\$3,158.02 \$11,183.00	Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	935959058925891	\$21,223.62	Reject Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	935959058925891	\$21,223.62	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	936835115898114	\$192.88	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	939696038556576	\$7,548.87	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	940017185790299	\$244,351.26	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	940725087593171	\$3,838.94	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	940897465660558	\$14,918.36	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	942431157383707	\$33,673.39	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	943876642304975	\$57,952.13	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	945077076070552	\$9,231.63	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	945524516387933	\$980.73	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	948002259476442	\$30,023.61	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	949142137738883	\$89,728.90	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	950002045088691	\$90,843.90	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	951360635340637	\$1,258.28	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	954619221387930	\$81,714.95	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	955054223474886	\$3,626.27	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	955054223474886	\$3,626.27	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	957031595303476	\$126,366.90	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	958685345203532	\$53,279.22	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	959747751129307	\$11,414.82	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	959782205126580	\$1,788.31	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	959782205126580	\$1,788.31	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	959814749147007	\$230,673.60	Reject	Superseded by later received, valid ballot included in the final tabulation	
	_	Gemini Lender Claims	961783660767377	\$28,628.16	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7						
Genesis Global Capital, LLC Genesis Global Capital, LLC	7	Gemini Lender Claims	961783660767377	\$28,628.16	Accept	Superseded by later received, valid ballot included in the final tabulation	
			961783660767377 964849761544979	\$28,628.16 \$4,844.93	Accept Accept	Superseded by later received, valid ballot included in the final tabulation Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims					

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Debtor	Plan Class	Plan Class Description	Unique ID*	Voting Amount	Accept/Reject	Reason(s) for Exclusion	
Genesis Global Capital, LLC	7	Gemini Lender Claims	965519490007169	\$28,380.39	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	967276253378100	\$30,903.33	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	967990164628516	\$26,089.99	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	970952223087555	\$2,659.66	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	971994898625043	\$770.71	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	971994898625043	\$770.71	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	972295434879491	\$34,369.81	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	974555274515622	\$31,952.15	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	975154578320664	\$763,857.29	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	975517141936111	\$209.46	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	975710329137348	\$33,917.37	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	978446827612892	\$173.27	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	981349469357734	\$27,180.27	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	981674817581047	\$586.10	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	984029891401583	\$253.89	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	984298986616471	\$64,150.40	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	984298986616471	\$64,150.40	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	985183595126186	\$2,840.01	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	985183595126186	\$2,840.01	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	986508876537409	\$330.09	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	986508876537409	\$330.09	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	988632345459953	\$3,229.53	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	988640486341482	\$84,007.03	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	989129690706859	\$6,871.08		Did not vote to accept or reject the Plan	
Genesis Global Capital, LLC	7	Gemini Lender Claims	990161347158831	\$104,464.98	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	990161347158831	\$104,464.98	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	990223534209965	\$99.95		Did not vote to accept or reject the Plan	
Genesis Global Capital, LLC	7	Gemini Lender Claims	993364157050504	\$19,040.12	Reject	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	993805185240594	\$4,348.11	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	994328405271722	\$6,251.60	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	995236799052401	\$1,776.95	·	Did not vote to accept or reject the Plan	
Genesis Global Capital, LLC	7	Gemini Lender Claims	996304134653790	\$10,590.75	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	997164000578995	\$1,785.75	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	997164000578995	\$1,785.75	Accept	Superseded by later received, valid ballot included in the final tabulation	
Genesis Global Capital, LLC	7	Gemini Lender Claims	999563246735295	\$37,477.97	Reject	Superseded by later received, valid ballot included in the final tabulation	

Exhibit C

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Genesis Global Holdco, LLC, et al. Exhibit C - Opt In Election Report

5.1.	DI GI	21 21 2 1 1			
Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election	
Genesis Asia Pacific PTE. LTD.	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	QJRF-1UPY-T72C-UDXQ	Opt In to the Release Provisions	
Genesis Asia Pacific PTE. LTD.	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	LA9Z-X4GY-NTAM-OG3I	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	ICIH-PLJZ-X5H1-T6FJ	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	MSL2-NRMH-SVLD-AJYZ	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	V75U-RDST-T2T9-E18J	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	M5NY-O3ZY-VF8H-ERIV	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	U1CN-G7AG-9SQ7-OYXM	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	9XIB-ZOCL-38RW-GKEH	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	CJSY-VMVP-QNID-HYGS	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	XJ25-3VDJ-MJ0W-ABOB	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	T9OR-BM20-CV9F-DPAN	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	CJS2-HCO3-J47A-9X68	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	L5JL-MSBZ-Z0FG-XDZS	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	K2LF-D7R4-ERG8-6W0Q	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	F9FK-HY1O-7X88-XGN6	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	OREI-U5ES-C5L1-BSXH	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	QIM9-9FUE-B66Z-WQ2K	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	R47I-4TXV-XVCA-AX99	Opt In to the Release Provisions	
Genesis Global Capital, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	97AP-2J0U-K7XW-EX0X	Opt In to the Release Provisions	
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	VMWW-BL5Q-Y08A-58PX	Opt In to the Release Provisions	
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	QY18-V3UP-2IG8-ZHLO	Opt In to the Release Provisions	
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	G6RT-LUME-DLFF-O1Z1	Opt In to the Release Provisions	
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	IGES-QHD1-QU5J-M3G4	Opt In to the Release Provisions	
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	950D-C59Y-GUMG-U7M8	Opt In to the Release Provisions	
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	27SK-O867-3TQ3-3RGM	Opt In to the Release Provisions	
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	3VZF-YLNS-65X6-IUG8	Opt In to the Release Provisions	
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	8K2L-0IY8-E4VF-BEMY	Opt In to the Release Provisions	
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	71LI-Y6LZ-TROG-KLXK	Opt In to the Release Provisions	
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	50MJ-Q9MK-JFU1-WL61	Opt In to the Release Provisions	
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	3AYP-YFGT-F6S9-F8E7	Opt In to the Release Provisions	
Genesis Global Capital, LLC	4	BTC-Denominated Unsecured Claims	441Z-EVKM-2AGW-OVZB	Opt In to the Release Provisions	
Genesis Global Capital, LLC	5	ETH-Denominated Unsecured Claims	ACJ8-NX26-EIZK-2UEY	Opt In to the Release Provisions	
Genesis Global Capital, LLC	5	ETH-Denominated Unsecured Claims	OGBA-C7KW-FKQ4-1287	Opt In to the Release Provisions	
Genesis Global Capital, LLC	5	ETH-Denominated Unsecured Claims	Z1AQ-0U39-QG90-YGY5	Opt In to the Release Provisions	
Genesis Global Capital, LLC	5	ETH-Denominated Unsecured Claims	VRGA-QOG9-9MQS-QVVA	Opt In to the Release Provisions	
Genesis Global Capital, LLC	5	ETH-Denominated Unsecured Claims	OCEU-9XSA-D577-19K4	Opt In to the Release Provisions	
Genesis Global Capital, LLC	6	Alt-Coin-Denominated Unsecured Claims	8KP0-2MR4-HHR8-QNMZ	Opt In to the Release Provisions	
Genesis Global Capital, LLC	6	Alt-Coin-Denominated Unsecured Claims	7S3S-8Q74-VFJS-U7TW	Opt In to the Release Provisions	
Genesis Global Capital, LLC	6	Alt-Coin-Denominated Unsecured Claims	R43I-9XXT-UBRL-DOHY	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	100422558878639	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	100697143121360	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	100832509956095	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	100903140318503	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	100936845736024	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	100975845323151	Opt In to the Release Provisions	

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	101025450033562	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	101318202960027	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	101465088363625	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	101533798322773	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	101567128832582	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	101873770913644	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	102083187107310	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	102266419173685	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	102620070220335	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	102648456440626	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	102872747977276	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	103059306245581	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	103336769399161	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	103381210350068	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	103504550803961	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	103692832998359	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	103782977226809	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	103793442735961	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	103864762564800	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	104134374295930	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	105095611736960	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	105109968560543	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	105209238585793	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	105389465845338	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	105774381081395	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	105946973704162	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	106035098377879	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	106052568604541	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	106199702840271	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	106279053885052	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	106301235101933	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	106683045587292	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	106710362084625	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	107243183246548	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	107311887185521	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	107818453909188	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	108095717828193	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	108602752279868	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	108645023445960	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	108714385994662	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	108810111091960	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	108839472343711	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	108880573218145	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	109119285760956	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	109288699282953	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	109827090519159	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	109842598023748	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	109862341058240	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	109909036957656	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	110212786768607	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	110310467265225	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	110771877386657	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	111005855564646	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	111032696502636	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	111369071061212	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	111502758571045	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	111922098657850	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	111952182629526	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	112122669347767	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	112205368560027	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	112277929753175	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	112535414653042	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	112815717604277	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	113136078898976	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	113170883249603	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	113238133605423	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	113325930309649	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	113489646067727	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	113531258257530	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	113634076011014	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	114356921088892	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	114444614726073	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	114596262524370	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	114670148707731	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	114843331733500	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	115145310634578	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	115253727832556	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	115381053382811	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	115397855349288	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	115405502260494	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	115450246782701	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	115630991017229	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	115999260499006	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	116018597064412	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	116058301211620	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	116247932249171	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	116460263312442	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	116537866969066	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	116705934804418	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	116798382429873	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	116811566639094	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	117014265287675	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	117079405470736	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	117093067994697	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	117314739095592	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	117598901326030	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	117763526033167	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	117809964915257	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	117834000509454	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	117837445468842	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	117894075421448	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	118170106787900	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	118652179902972	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	118904906526680	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	119046315871951	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	119056917318571	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	119173184093407	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	119240397713090	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	119836104942794	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	120034867363126	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	120203339259292	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	120226718670990	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	120683977728143	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	120796908374075	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	120930367731076	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	121138853618674	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	121249606810878	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	121632099971410	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	121807377534778	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	122106863815405	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	122137386022578	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	122190065088003	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	122414168947489	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	122416707779088	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	122485352653538	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	122703077746511	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	123014939196170	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	123052364025233	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	123183064260189	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	123247764113278	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	123559404623316	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	123677566896638	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	123772040650370	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	123890994812649	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	124066546968120	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	124077487004995	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	124837926392917	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	124858902861750	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	124992926504497	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	125001979194214	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	125221448943980	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	125352763945733	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	125394450721587	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	125458596851070	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	125802391695477	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	125953712670421	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	126063709330939	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	126102736688230	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	126183129670344	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	126238732286543	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	126340250020829	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	126442143556792	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	126473520112309	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	126987739914391	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	127088269658942	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	127149931289827	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	127416077289483	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	127545148812359	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	127622003052056	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	127759031928480	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	128335573448314	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	128375324734222	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	128528982089559	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	128785863787162	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	129008453641213	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	129369767302116	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	129392739079533	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	129440125611154	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	129756176365693	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	130231138080388	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	130390593949326	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	130393501439496	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	130685927302391	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	130722370895672	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	130761961096361	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	131053093859498	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	131115298312428	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	131194676364028	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	131274863297586	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	131287727976342	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	131419987151620	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	131433649764776	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	131528179682042	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	131698328824327	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	131762343704123	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	131800411102579	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	131843627524780	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	131974359673576	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	132299686983542	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	132865942166775	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	132905819630282	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	133208545430686	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	133279494773601	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	133643546262321	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	133682268383330	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	133953886482094	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	134032537878165	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	134198675041448	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	134557763378472	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	134714416615292	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	134865990216664	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	134924271660803	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	135185481508264	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	135477977154751	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	135591178262184	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	135735804033339	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	135957593630852	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	135965406476576	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	136065674237930	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	136158219745504	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	136199679087557	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	136221773285310	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	136559501158006	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	136939874840864	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	137062579467847	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	137129294673118	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	137130606731315	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	137372263210259	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	137647848163508	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	137686976845688	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	137869081621694	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	138224758090412	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	138361741149142	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	138586318274148	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	138666226861112	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	138706725448386	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	138757056077986	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	139144595339164	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	139296005705878	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	139307919034059	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	139361241812420	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	139368356356477	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	139665248091099	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	140089372086981	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	140375743386466	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	140739633017382	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	140760009605248	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	140867421136708	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	141034186661074	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	141203152369781	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	141283499579467	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	141322902705742	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	141423505507050	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	141554876782411	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	141837059834151	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	142101786215017	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	142586879150523	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	142639835080811	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	142904748005207	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	143034208604102	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	143221560746162	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	143398131580820	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	143448536363246	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	143600503665092	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	143758111895463	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	143938307038546	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	143991260288349	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	143998104322109	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	144061392334120	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	144323502122489	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	144384383190903	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	144728281577810	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	144806230453259	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	145167539581359	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	145296403051220	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	145380757190457	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	145637102564631	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	145852643628216	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	145933938541823	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	145938619901624	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	146018468054415	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	146046502298639	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	146089779697249	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	146394842918972	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	146494000358255	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	146852802643311	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	147031800780486	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	147061176665809	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	147324007720033	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	147639066105632	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	147823176877507	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	147961360745579	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	148505186378745	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	148512658663252	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	148565803213969	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	148686615941382	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	148827759930141	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	148866622160368	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	148966006207004	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	149342511527151	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	149548719589031	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	149654390121107	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	149873524398399	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	149931436891300	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	150077622754613	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	150164698519140	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	150234788906593	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	150297854176595	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	150605058830077	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	150635411828753	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	150692328695548	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	150750801446386	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	150831743848674	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	150841000925335	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	151135426918845	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	151549645145621	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	151626600629428	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	151802634707798	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	152150659988891	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	152160850764631	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	152258694151135	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	152523870496243	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	152729198113980	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	152845570486711	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	153481845355473	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	153547408950603	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	153746803764742	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	153794735830921	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	154029247465543	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	154071329296554	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	154685580844963	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	154782161601952	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	154894156201504	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	155014554381610	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	155087304058902	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	155400427730115	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	155561746557391	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	155850531215722	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	155854454696464	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	155904590168903	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	156006371397296	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	156047825829524	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	156540600228811	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	156613045014543	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	156823411702931	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	157113186176120	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	157131527639368	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	157333695630897	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	157382487145106	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	157461694509662	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	158138044297596	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	158711742383057	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	158986242027808	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	158996307242195	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	159383055428209	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	159455628047853	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	159455628047853	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	159511464608075	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	159563353431023	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	159861779762579	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	160037444501517	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	160224287600596	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	160226094950221	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	160250165786882	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	160481125949586	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	160554251884179	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	160619805061672	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	160746146665424	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	160753849126111	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	160813361572170	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	160904750988729	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	160915489159116	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	161023116033118	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	161230883268371	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	161316292012724	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	161391909544941	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	161449927285473	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	161454960515760	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	161561084079279	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	161617258487541	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	161656648554285	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	161706158447597	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	161729975001845	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	162082987891144	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	162155738495810	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	162197045592608	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	162515861206526	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	163362186935630	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	163376698476891	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	163447340898346	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	163502428323945	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	163617731357607	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	163667626337917	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	163671421730480	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	163806085951632	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	163997590475768	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	163999492519971	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	164378038386875	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	164720373239333	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	164879874153682	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	165047860480326	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	165108030446148	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	165342749698052	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	165552255426371	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	165586331194000	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	165654491869917	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	165968879855555	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	166002048420926	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	166012915055279	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	166039134765309	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	166932554542352	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	167001080141294	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	167105891654448	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	167194338237190	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	167289616778673	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	167542319236246	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	167578268988443	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	168087563912402	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	168237271722606	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	168297614683447	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	168464146583195	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	168516735232920	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	168874356878915	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	168890045548536	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	169057383001538	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	169233263409057	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	169318043871779	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	169918064898997	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	169972241089483	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	170155447175014	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	170287570081110	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	170407962460671	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	170675851555128	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	170871042019344	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	170889340452970	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	170930440820129	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	171232142291010	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	171436003568019	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	171802494407135	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	172853236315027	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	173287954404042	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	173591247988884	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	173762384506663	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	173937193898948	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	174244159548074	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	174368580104232	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	174472970407106	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	174495331641064	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	175574298761319	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	175961993262282	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	175970791325210	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	176216702475853	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	176375676786429	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	176383213023579	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	176460648598271	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	176523023688709	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	176652759370944	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	176736760585581	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	176802457788511	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	176910457914286	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	177324395779863	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	177336989112652	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	177605204740569	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	177650383476103	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	177850912696287	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	177880326911336	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	178094244373103	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	178194154279237	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	178449899527206	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	179166458658220	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	179422471524814	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	179450004969489	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	179697226390010	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	179844111959328	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	180058369730253	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	180869106810575	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	180880527441988	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	181154155337497	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	181219243251555	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	181250288986766	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	181465782835072	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	181648088744081	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	181754162666623	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	181813597813774	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	181871077923806	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	182131831357108	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	182379074696127	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	182593922084482	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	182689166797819	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	182738875496204	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	183410370692524	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	183770747454424	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	183912480719963	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	184108513509792	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	184131356105136	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	184327370895238	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	184445154123876	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	184462758615750	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	184525186586641	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	184884240812212	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	184987858805290	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	185164976212288	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	185324119867247	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	185423824748286	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	185452186536765	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	185458435156322	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	185725621964319	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	185752904590160	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	185824674502280	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	185981486451030	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	186316617268176	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	186386167696435	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	186655462760466	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	186744811981482	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	186893316724620	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	186986476939806	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	187085209144213	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	187457580252865 187845592509845	Opt In to the Release Provisions
Genesis Global Capital, LLC	'	Gemini Lender Claims		Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	188140106859160	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	188217010704339	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	188928688013753	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	189808356631467	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	189843203130930	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	189876822570547	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	190280714290233	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	190291642241264	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	190303861982887	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	190429880271292	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	190782588690601	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	191416692922780	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	191545238502094	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	191670870382875	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	191761580543753	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	191856906268411	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	191969516864117	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	192034905617759	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	193156211462863	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	193438179331832	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	193596155383095	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	193873381264111	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	193909733832263	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	194156208763538	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	194241902771329	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	194270709417975	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	194500289419336	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	194545776980600	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	194752721954666	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	194765459006205	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	194933023194712	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	194956363012319	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	195146604487760	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	195239961794121	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	195454688127415	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	195485144124724	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	195491056835877	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	195641845242493	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	195687770561979	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	195744273903973	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	196242016066749	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	196242063644213	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	196374842231864	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	196423674955836	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	196619557891767	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	196795222772403	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	196802204708089	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	197210025692439	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	197311962496953	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	197778091631346	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	197838870037983	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	197970154682177	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	197976072195276	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	198084372821256	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	198171392855113	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	198266664557927	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	198316438612631	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	198324640190331	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	198578153106718	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	198917814113024	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	199125148244318	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	199485286015403	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	199491942118768	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	199494303270717	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	199725126248281	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	200115791587415	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	200125802642115	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	200493712601884	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	200533689074919	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	200655873901141	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	200754935332928	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	200957139895780	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	201271667844423	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	201427806147159	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	201498737151356	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	201615344201397	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	202051513063548	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	202057414069752	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	202125798357428	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	202210528003560	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	202289351226978	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	203055216837533	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	203300768168574	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	203469152001788	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	203485385180377	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	203554674698534	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	203577372894667	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	203861540816267	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	204011712535275	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	204321477165453	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	204322094080664	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	204362993612749	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	204365133253530	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	204398160610034	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	204413890013360	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	204468530482133	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	204549184673361	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	204665170002297	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	204749663102358	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	204845829917635	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	204855693299505	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	204954117544249	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	204979433628428	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	205098665704014	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	205194515910199	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	205229240228455	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	205395109588852	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	205543179855877	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	205543179855877	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	205758348048313	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	206084857893667	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	206222973595551	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	206540153595526	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	206651602128536	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	206849655733406	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	206981171052564	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	207147276889184	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	207314764070754	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	207346168960260	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	208017734966029	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	208057503793245	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	208274704318668	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	208653664169571	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	208744574737490	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	208824679418667	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	209009099053326	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	209483948563588	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	209621308527845	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	209685176889483	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	209719707633433	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	209752621321711	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	209774413586049	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	209900166080820	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	209962888119024	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	209974802978415	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	210090035908536	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	210098322273792	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	210273926763526	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	210531821874855	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	210571740539810	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	210899745006230	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	210930670239423	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	211140745674987	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	211347884239380	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	211482100438770	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	211671459997691	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	211795236311003	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	211987997204602	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	212029404262500	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	212408462579392	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	212637891957337	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	212677334095885	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	212813381020200	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	213042637938160	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	213376653240219	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	213532143943204	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	213532143943204	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	213866219854273	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	213996055028509	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	214041372164059	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	214065826075485	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	214150469359598	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	214462149390199	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	214536441613164	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	214563605170842	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	214581402714120	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	214863558395593	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	214976136541277	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	215174783331028	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	215216746696691	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	215266506695715	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	216126183087363	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	216275526411210	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	216359107723293	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	216507852099950	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	216563935043992	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	217098731427073	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	217230278537813	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	217630152633275	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	217645742551539	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	218053303972342	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	218158107431456	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	218704158604463	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	218821265750169	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	218953573686763	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	219131271111540	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	219392346655846	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	219570795312418	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	219580681943033	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	219704678046029	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	219722215061417	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	219952378682045	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	220281681018119	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	220326804763365	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	220673019099829	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	220893256108440	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	221091395030740	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	221410977379875	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	221433989881604	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	221618077332480	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	221706263064691	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	222348030536610	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	222610616561335	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	222678847397612	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	222809083692713	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	222893238734021	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	222938055402715	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	222965647359714	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	223042090792273	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	223459866616130	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	224083402147901	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	224207446753392	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	224359750795465	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	224400246052565	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	224773520854740	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	224782133157769	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	224931570771626	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	225213996268801	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	225249470468358	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	225429234456858	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	225597519691561	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	225647198912408	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	225648263220598	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	225751424507473	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	225780043844804	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	225908130316277	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	225908590567712	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	225998346928388	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	226049267485878	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	226156684013982	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	226634367619597	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	226640536004967	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	226682485200229	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	227123276243218	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	227432827303179	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	227496763855266	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	228067996334589	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	228353803220106	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	228440795789915	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	228810115179944	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	228855887608275	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	228876419622893	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	228947145092075	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	228980340504044	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	229057412377141	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	229173400517845	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	229492398970742	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	229502558173405	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	229506927889427	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	229523623316757	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	229707553749693	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	229792098721424	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	229804359104184	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	230229521140125	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	230258277407986	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	230351754398244	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	230361526335635	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	230465742647126	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	230569665870027	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	230714102402653	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	230793795788900	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	230956181836463	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	230967853556860	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	231012371006987	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	231062840364510	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	231109777623875	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	231367244317863	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	231582909133102	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	231601890840373	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	231723850176578	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	231771526577480	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	231876448630438	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	231924609176969	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	232104871455153	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	232154729334230	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	232394208022836	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	232461292053310	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	232591497400968	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	232862585890423	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	232891177355255	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	233420240614711	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	233628904424785	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	233662502800646	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	233784549323685	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	233968942002601	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	234035447763000	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	234554209617072	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	234615698552403	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	234711226169195	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	234721384326225	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	234800208713350	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	234803553594388	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	235087890188765	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	235246558845386	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	235261624352360	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	235357802830948	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	235357802830948	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	235642518660936	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	236261164978268	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	236374090277717	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	236392122373430	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	236660471562806	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	236697570291763	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	236980723079367	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	237123014692730	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	237169277930635	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	237456703305961	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	238293300295176	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	238531292069881	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	238615448054521	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	239058073518131	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	239064024228318	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	239748981039964	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	240023145455711	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	240364889484540	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	241060574075560	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	241262857888586	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	241429714901391	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	241909393254134	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	242041698082242	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	242088982292942	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	242179656842651	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	242251803850617	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	242353887873485	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	242356640095789	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	242441279952416	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	242481227340864	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	242685289643433	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	243085666652864	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	243279173839190	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	243598474183714	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	244572626761875	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	244612090154191	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	245380959460752	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	245430044263814	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	245577908282700	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	245668114572248	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	245668114572248	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	246034507062571	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	246058502065021	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	246300779167825	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	246316570511035	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	246731011975483	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	247181014234225	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	247188929393447	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	247641698589281	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	247727497642224	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	247856343407128	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	247922140955944	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	247941148834639	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	247996730479842	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	248507763960426	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	248961690182817	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	249544231751427	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	249955528114334	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	250090860826799	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	250592288791581	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	250686387303056	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	250858960933171	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	251258405156498	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	251501186188487	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	251517537554234	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	251519866134001	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	251606857491623	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	251689158514187	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	251808983722201	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	251933883534736	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	251954083406064	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	252133822734129	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	252207177896038	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	252255795164318	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	252614413518635	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	252642873786873	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	252905459341562	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	252968147780025	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	252974659751003	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	253071083198906	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	253815524059362	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	253870253551905	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	254042097271932	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	254059042221806	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	254128166797369	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	254179490539306	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	254196669889515	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	254354230049195	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	254415857528114	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	254438498725896	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	254557702989395	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	254570014723663	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	254570477319893	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	254652744653351	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	255435439505853	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	255480338146154	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	255667695165467	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	255758874277424	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	255863895423975	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	255963502969995	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	256149206297136	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	256619377038185	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	256630353655499	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	256838068422224	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	256854733848824	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	256864578664422	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	257115383049750	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	257377107136941	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	257555797224629	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	258211795567746	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	258327568919298	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	258444292139373	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	258614085080945	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	258740171420359	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	258789379526919	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	258806264530788	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	259025133940876	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	259159108211675	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	259256238805288	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	259296674887012	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	259298087054593	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	259358243498382	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	259410259935926	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	259491977032672	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	259659319454549	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	259698299196729	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	259888256825126	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	259895585227665	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	259928807465903	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	260104756363144	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	260257868073224	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	260349279273888	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	260439935367628	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	260935399923465	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	261195040544268	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	261209753365118	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	261303664817437	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	261319762558238	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	261435858671625	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	261568503427511	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	262098312077057	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	262512330763246	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	262521856703981	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	262633336130824	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	262884605873225	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	263070532993086	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	263073574668719	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	263135359138751	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	263183159041700	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	263199496151403	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	263391170751319	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	263503212917403	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	263560873292483	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	263780977918687	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	264178050033542	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	264317031360179	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	264407923100821	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	264442565338759	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	264614443551740	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	264685504369023	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	264734570886071	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	265107652567627	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	265539076494097	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	265696431440171	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	265722948717823	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	265974891523655	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	265979095041860	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	266051882173385	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	266373694824726	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	266452538944034	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	266566729547763	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	266608234048469	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	266757214027947	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	266890068220402	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	266914575168490	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	267235932298565	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	267257262135402	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	267349889312563	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	267410749669425	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	267477935471935	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	267486003224099	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	267586856521036	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	267689004255631	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	267724087093726	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	267824481317201	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	267996643509129	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	267996820725220	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	268192196818825	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	268595105240383	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	268837891167219	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	268890481292860	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	268976618916922	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	269320398003195	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	269602555610730	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	269723798748034	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	270007804963410	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	270010280377157	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	270487826967595	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	270708026566972	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	270820578149340	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	270917737581764	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	271076267726567	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	271286156374438	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	271297105439634	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	271312601863524	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	271315493975969	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	271514383466814	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	271622586403696	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	271648395024929	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	271683570738177	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	271907452503065	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	271955728007151	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	271994691280210	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	271994691280210	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	272279544459319	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	272321121438612	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	272338743471050	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	272978218208826	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	273336018969758	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	273694361458321	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	273769988954652	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	274182271127433	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	274481105854924	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	274610406325012	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	274667138217169	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	274684664508475	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	274861423026035	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	275301639641870	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	275314712312737	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	275531511211331	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	275608864381360	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	275677394797602	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	275958269707975	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	276026257424291	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	276093962160365	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	276196134139299	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	276226607298402	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	276984661807909	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	277000788602902	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	277258138067119	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	277263546871306	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	277420778938783	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	277557089259407	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	277653685322748	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	277862764275876	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	277896002394819	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	278031940647187	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	278044627994491	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	278188761351290	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	279090473674684	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	279215105826767	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	279610774723912	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	279687047895882	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	279825732186445	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	279854589097198	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	279996084706469	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	280012679079994	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	280097423351502	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	280592231268186	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	280644707208218	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	280736012477294	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	281204653056433	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	281219684188441	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	281422036807215	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	281454388905227	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	281641958877480	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	281678865499934	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	281793091614432	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	282181501181330	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	282464398804670	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	282541472313660	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	283605399985846	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	284179993035725	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	284451472503981	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	284609766165410	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	285004540812247	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	285129435178111	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	285448209399956	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	285510015248979	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	285514884076577	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	285892386466732	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	285986305923208	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	286204382716799	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	286382993755547	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	286514257546161	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	286625424141748	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	286800262606244	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	286839163047911	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	286879836859604	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	287017144322765	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	287361318917464	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	287617310165389	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	287864551786733	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	288127802049349	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	288359740889905	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	288692951141183	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	288869385811835	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	288887296645046	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	288899838754372	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	288906829467226	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	288944428593880	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	289133625302765	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	289275747255655	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	289378282974132	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	289405882831240	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	289577367023609	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	289828640535800	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	289907424416906	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	290312801127708	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	290340237695200	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	290491581627130	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	290505555356518	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	290598457569658	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	290639547432020	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	290714434043025	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	291172993164280	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	291277801895940	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	291306384683339	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	291421589172427	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	291449878740717	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	291880519469806	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	292009124819126	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	292123307742676	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	292148535773902	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	292215805558855	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	292266343334721	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	292732406405926	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	292745831888823	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	292755826949037	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	293228445971141	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	293282603106351	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	293368541916493	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	293629770193515	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	293707290207901	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	293809318002880	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	293828143664118	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	293936596660034	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	293951253535054	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	294091871808271	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	294098813082354	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	294136285553721	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	294682576276438	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	294704973594792	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	294716012215745	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	294836143246089	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	294889859334960	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	295025872150742	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	295262092937458	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	295350443026702	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	295504393864001	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	295676411091801	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	295708776812717	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	295792154471745	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	296159803580857	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	296217010718258	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	296224692080057	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	296256079443350	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	296522914858535	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	296673364915983	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	296858073025771	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	296930572496358	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	297028425559565	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	297067767064908	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	297071589411417	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	297330877079217	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	297556388647079	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	297587058288168	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	297868366689058	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	298166574503708	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	298437958671541	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	298520833849939	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	298763404279118	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	298797471842267	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	298974862582587	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	299087149761073	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	299126851517503	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	299185981452816	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	299388204591487	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	299655922487893	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	299716435827991	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	299792076709592	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	299977226485682	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	299986666478066	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	300087746925632	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	300460458462589	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	300460537249428	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	300462994088641	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	300567581873148	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	300954774601205	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	301125082962734	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	301145511868479	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	301412572522715	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	301507893449388	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	301590895697801	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	301807909261449	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	302058686524362	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	302144645813029	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	302164823475374	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	302252785584360	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	302264083455191	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	302343421328565	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	302541100123553	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	302576751322857	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	302607796199441	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	302621391528142	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	302702038303881	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	302710858477937	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	302842959647965	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	302921770600980	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	302948226780635	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	303204377366584	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	303205478909763	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	303345438670247	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	303425184905525	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	303622293115158	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	303953221805442	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	304322390533294	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	304543717413284	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	304549812172168	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	304701481534847	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	304844907327119	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	305073498078399	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	305094151599387	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	305391175260973	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	305646573251372	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	305827562299925	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	305953924732232	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	306290009609738	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	306521922635775	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	306575101562781	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	306862045862435	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	306901636269541	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	306930609541540	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	307047012148819	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	307149319455425	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	307167781416313	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	307210454952015	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	307546777825245	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	307553394387855	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	307718699462488	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	307904543063436	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	307914403488214	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	307915440500647	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	308012878178799	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	308065297239899	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	308126093499760	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	308332728465599	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	308383395977333	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	308542380678072	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	308603372514263	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	309324882017905	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	309423528250097	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	309439915581778	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	309800318204786	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	309863917656534	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	310056408309780	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	310155687415358	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	310183898329747	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	310314162791975	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	310350853652997	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	311185591524283	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	311516091809038	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	311571239271525	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	311911860665152	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	311950093290644	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	312105375543640	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	312235855658932	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	312240477254687	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	312512277341399	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	312545627300516	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	312621265068147	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	312651157253107	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	312863453462532	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	312942148031768	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	313289152990918	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	313297496788028	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	313318294010012	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	313368581476301	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	313408900474107	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	313444980450690	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	313549419787033	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	313558448858146	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	313606597690297	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	313922309131944	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	314023444659416	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	314035104917662	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	314389610836486	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	314414245793002	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	314435296291932	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	314749280097798	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	314939906463849	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	314939906463849	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	315204222766216	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	315354053299899	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	315449416804370	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	315542058786933	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	315931353970230	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	315971287258091	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	316675926916872	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	316751962335935	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	317340034541268	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	317745100390217	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	318098076419576	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	318121680450762	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	318346122835449	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	318527383524394	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	318557146583610	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	318601093245183	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	318679124702497	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	318882582938341	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	319097180768868	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	319254846487412	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	319310051766939	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	319511676065649	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	319879721509752	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	319967184213261	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	319994933842312	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	320031119865017	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	320211931586238	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	320400014202924	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	320691512640970	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	320889414989654	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	321082307916148	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	321278310433669	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	321293927226112	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	321407468091741	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	321476059469720	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	321535973910603	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	321872607782912	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	321952771304611	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	322081808171740	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	322182267602463	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	322282620788865	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	322492035203264	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	322545183492703	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	322773551501621	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	322944628732125	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	323451369358885	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	323527465579318	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	323626146979992	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	323675431557797	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	323733895541892	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	323786598758296	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	323806830593686	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	323840788476759	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	323989850657885	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	324071517445339	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	324326807467420	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	324512883691783	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	324536661187793	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	324592657492418	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	324651218105793	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	324681939538053	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	324907540559620	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	325121556366541	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	325362628941282	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	325412704895202	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	325423612849249	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	325827753453139	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	326222261398578	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	326380702150079	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	326618936309742	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	326685188728280	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	326685973648828	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	326796773571127	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	327000398229630	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	327298539578094	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	327506207691414	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	327532291462264	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	328160408637320	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	328301777195387	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	328365468028359	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	328493977500026	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	328568250946181	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	328937222463404	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	328979700557669	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	330116715435382	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	330287123626331	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	330561506159339	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	330753705773251	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	330880463889513	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	330971552874772	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	331081481892481	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	331336961208334	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	331346422330044	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	331377692845165	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	331383237976088	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	331474963967370	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	331763739946496	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	331775586054477	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	331971131849896	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	332085413489631	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	332113842812064	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	332205679475496	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	332488790115712	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	332488790115712	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	332758475773827	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	332828102404540	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	332960398337901	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	333137591700665	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	333244008631084	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	333329423055030	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	333503512892168	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	333514747361427	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	333627049854595	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	333752697258107	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	333764608757337	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	333804205834835	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	333903122354912	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	334150595339587	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	334578653710285	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	334772472053290	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	334831592674897	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	334944090092941	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	334958547063806	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	335167129305599	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	335224677413205	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	335318091827024	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	335351201915691	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	335632623388842	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	335702185609393	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	335776874654197	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	335840703568322	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	336049701896161	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	336211265024551	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	336485006400388	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	336548846786274	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	336559097330651	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	336686630123474	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	336742113489170	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	337052363056114	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	337065281243556	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	337287598855952	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	337478397312908	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	337512653183949	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	337534774188878	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	337717274298869	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	337784349558550	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	337904039628678	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	337907611646129	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	338190788346665	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	338250336109530	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	338257375700657	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	338335199636425	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	338641243779708	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	338938488718667	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	339293745547087	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	339353095471244	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	339751033301948	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	340170767245603	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	340187383678756	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	340350449161534	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	340541183716346	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	340824306659724	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	340923649911284	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	341143031150856	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	341211546108768	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	341257507095563	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	341268466241209	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	341322459894324	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	341470104524224	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	341801509527000	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	341802948130655	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	341919251536764	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	341948695008580	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	342214360947772	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	342496285652546	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	342680651412318	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	342832967366563	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	342855785819554	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	342867319694167	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	342998557022214	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	343086751868457	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	343289653102882	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	343535862725136	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	343593398537991	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	343660766000546	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	343875742295195	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	343887426604079	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	344005631318706	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	344641609129867	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	344645448738080	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	344706375603920	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	344927374921869	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	345313292428963	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	345470401496423	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	345529361423577	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	345654984392251	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	345783701744138	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	345885364586360	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	346152714430006	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	346329031039340	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	346429604651558	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	346458338642505	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	346497704506966	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	346770311370233	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	347591623088689	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	347757292427457	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	347772853878351	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	347856806045097	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	347957861165519	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	348239612700985	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	348267246832936	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	348291464978477	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	348646141038015	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	348826938143942	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	349038047538612	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	349038047538612	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	349075269622190	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	349153579722972	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	349167248957441	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	349473297739256	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	349674491896604	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	349788991399666	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	350014273068375	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	350025502684511	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	350237669554514	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	350551745581294	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	350818546258689	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	350818546258689	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	351062107343787	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	351163286912542	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	351287979634663	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	351954662959295	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	352186807147272	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	352197385775310	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	352222490268655	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	352417797800355	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	352618712413630	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	352724024563352	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	352739136903526	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	353156433980776	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	353236384214517	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	353350783916621	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	353352656963110	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	353641574971677	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	353651066291274	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	353679501982656	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	353735653163994	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	353857310310323	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	354586898149020	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	354981732880551	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	355025585556938	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	355070434691211	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	355588172566885	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	355858793716866	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	356058535754989	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	356115778571752	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	356256595250513	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	356574989841828	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	356579392331561	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	356838826723120	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	357371214458330	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	357521159790811	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	357621041841710	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	357775189762447	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	357805400816140	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	358145474134269	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	358229527168921	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	358500896020859	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	358524125131387	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	358550626617040	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	358635663621375	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	358748668454443	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	358985484368464	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	359204798369583	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	359236603392092	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	359266237077917	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	359446306556308	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	359466666025534	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	359786566510330	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	359881025497957	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	359980275281097	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	359981387011878	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	360196112948835	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	360308182883294	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	360345517281078	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	361176659524669	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	361250381037290	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	361906691823157	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	362339080773494	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	362435698102035	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	362507462879667	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	362627043176708	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	362746638512603	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	363035505274923	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	363178769904546	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	363201040274140	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	363419445642575	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	363689047265814	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	363695865557835	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	363715404700341	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	363716801020194	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	363801259711118	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	364032391101211	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	364065510220735	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	364474275614965	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	364609237594601	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	364705171554446	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	364879540815194	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	365215443954885	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	365240390309840	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	365666975360663	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	365821943051654	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	366179443879391	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	366492631865924	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	366539610521715	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	366581712745140	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	366677875103912	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	366898277152076	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	366898277152076	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	366916270554871	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	367028523121101	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	367168001460478	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	367250240248093	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	367967961832054	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	368105519031605	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	368235488618698	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	368657708076806	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	368920664236082	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	369043500887721	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	369064148765115	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	369098354225943	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	369236182500666	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	369682614525547	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	369717965155420	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	369844431269752	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	369868246855131	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	370059894885615	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	370100024952783	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	370279503787764	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	370294908910704	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	370384851679817	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	370458154190494	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	370568852383794	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	370723025801707	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	370891391789406	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	370916076993377	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	371145817409998	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	371910790921908	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	372124146886163	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	372190886065630	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	372514106096884	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	372777290250390	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	372995598579458	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	373183196319604	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	373206642141612	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	373221150382220	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	373435651537238	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	373708346262240	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	373723914144736	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	373857761959708	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	373957064800309	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	374043637275871	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	374176238226515	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	374200949158181	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	374223484953122	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	374296050267439	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	374455660149541	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	375080223654706	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	375090466142370	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	375298345489232	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	375627660073738	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	375826806224325	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	375970978366440	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	376091083306174	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	376239298212633	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	376471899327547	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	376629859251111	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	376639613244965	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	376656003469296	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	376945929175710	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	377236438882452	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	377618896029203	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	377726180047383	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	377727972993816	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	377738566378101	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	378244348181233	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	378841772405075	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	378872199856428	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	378934451183447	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	378970473770541	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	379040452943524	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	379248811106943	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	379287320163300	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	379580319766117	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	379595171536532	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	379621622699482	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	379735477949341	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	379813766104076	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	379813766104076	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	379828457345984	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	379964949773120	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	380067811008191	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	380257110874220	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	380770385546133	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	380800014731013	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	380856353535980	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	380936248498845	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	381009519655018	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	381503708825436	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	381579998525407	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	381622968690775	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	381668907014442	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	382276857821633	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	382309539145465	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	382460298614510	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	382580838453402	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	382596784040106	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	382676977281366	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	382679014891741	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	383025070212175	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	383201036142237	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	383269970197200	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	383286397490922	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	383569262112050	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	383868039320877	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	384161947608721	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	384487849327702	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	384603676643442	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	385168626559647	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	385240046458003	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	385528006697706	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	385969666579699	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	386092784882332	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	386201727085783	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	386367563909445	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	386418455794514	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	386616903977075	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	387107596304834	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	387131406856079	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	387149563873379	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	387218774569986	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	387492483296292	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	387593367098302	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	387637504671018	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	387897688941295	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	388194319044166	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	388209096836366	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	388417296374740	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	388508629940207	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	388516634423578	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	388645309281409	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	388866680399284	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	388938557325282	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	388946388727399	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	388976703948050	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	389091130767641	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	389484897713770	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	389585914718322	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	389621855574644	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	389813053383044	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	389857394759926	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	390060703973777	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	390060800784000	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	390189048654128	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	390704930497692	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	390715221117334	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	390731440284171	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	390754001990004	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	390754001990004	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	390885313271488	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	390922263261007	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	391029333944001	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	391136220330239	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	391168557459571	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	391180484422070	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	391238350999717	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	391474161554689	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	391610788865591	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	391887773498129	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	392467620896773	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	392562252617148	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	392600453198930	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	392723737156909	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	392878281419913	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	393300041738964	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	393316474898671	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	393517104564019	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	393556311080315	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	393643759617107	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	393789426404973	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	394264853680119	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	394681258761827	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	394846277430233	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	394932415592098	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	394975730147083	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	395032714497809	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	395047621644349	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	395090081278534	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	395588662495729	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	395640554888396	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	395738180490831	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	396032211877775	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	396048306022483	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	396049020789349	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	396410431343406	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	396434861732281	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	396495920157301	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	396729769673025	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	396923671422541	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	397170660310191	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	397662358644688	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	397691254879377	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	397718953670753	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	397857017286387	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	398086481362617	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	398231606120112	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	398235226494244	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	398606756514506	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	398619545145261	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	398783653435570	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	399036557052914	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	399277484816898	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	399319374401265	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	399320476543886	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	399371873616180	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	399848166770206	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	399887019820508	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	399951400027879	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	400059702826104	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	400077761438974	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	400540973783884	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	400673885152255	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	400956315122247	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	401174029892296	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	401174029892296	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	401174029892296	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	401411853113857	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	401746553500076	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	401792856366063	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	401863120246314	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	401945053816091	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	402225983587248	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	402683418242026	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	403014782030754	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	403169243587865	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	403311188498013	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	403497344308466	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	403751325769809	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	403910082325237	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	404081235240790	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	404089416334344	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	404345218873171	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	404632116484139	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	404809039217312	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	404839126495695	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	405135510901644	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	405159491073505	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	405279216614968	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	405342091034415	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	405444888409461	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	405470169636022	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	405478068108546	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	405568785417956	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	405639359820507	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	405706452088440	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	405805421907228	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	405833390857396	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	406044399744926	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	406089758482654	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	406120204379920	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	406309437894806	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	406512756116689	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	406943652843691	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	407011931474987	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	407136571413366	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	407290107104236	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	407434224534844	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	407522162722604	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	407632648499474	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	408213669679273	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	408308764655781	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	408359621548911	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	408416289075865	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	408668876984397	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	408678907195523	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	408756781861686	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	409627366552445	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	409788868163761	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	409884620052433	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	409924135923673	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	409947054595962	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	410421601026263	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	410558926624411	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	410625081018530	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	410639740508770	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	410755819296707	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	410991489616682	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	411185033819763	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	411363719271800	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	411571667434554	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	411653272333073	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	411727086250149	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	411800815761098	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	412062593055594	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	412253178238603	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	412684102687018	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	412737873985443	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	412934107304946	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	413643700069861	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	413683851355586	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	414057848916814	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	414418706046500	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	414542669801804	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	414769684808499	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	415095424893206	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	415140977736424	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	415148518008646	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	415261826235306	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	415421319627556	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	415641533985499	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	416155946180895	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	416661615293080	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	417192732678333	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	417196641945823	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	417260447663539	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	417354080571327	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	417502272066641	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	417753872966927	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	417909427174995	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	417971892356900	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	418115557020233	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	418254316197349	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	418301445243518	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	418429974604990	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	418616905594090	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	418710394950579	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	418816547701996	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	418979542044104	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	419119107942874	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	419687903222424	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	419702506840265	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	419773859801646	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	419822349258958	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	420156390835615	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	420338431761584	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	420394041190335	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	420670096524561	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	421004036426023	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	421029426032410	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	421042572687288	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	421088663930896	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	421279106166615	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	421515741894152	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	421729614697502	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	421869549168404	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	422015395257865	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	422033994794799	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	422036626849729	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	422388776015830	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	422687845072596	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	422725285397700	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	422947312729241	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	423022332333370	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	423027164183851	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	423467290436627	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	423830264348014	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	423893484169165	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	423937356691718	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	423947777633331	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	425080494845719	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	425148608825929	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	425404194415985	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	425450400187558	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	426132600711982	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	426507509741608	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	426714512600670	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	426918469141028	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	427190177776164	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	427225250335580	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	427660559670345	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	427810256476945	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	427846760286638	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	427865889583823	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	428347343075315	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	428409403395419	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	428936225644411	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	428991732405739	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	429044456438278	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	429070223083090	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	429297026591855	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	429321815088521	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	429383049762160	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	429721660768589	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	430305054541899	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	430511125381231	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	430649854813182	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	431026335620670	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	431041036870890	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	431924133669373	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	431966979700269	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	432018998072282	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	432057084313188	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	432355541852416	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	432397984272788	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	432414437632321	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	432468977210185	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	432762814517100	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	432814390703193	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	433294008243353	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	433853594192298	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	433930887846582	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	433934875248808	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	434028766120210	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	434034184325003	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	434346784813609	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	434475006981083	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	434859041606941	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	434863296403206	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	434909265303578	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	434922397231307	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	435122843558485	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	435238291720583	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	435336643980071	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	435573559754814	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	435678470272377	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	435770863543029	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	435805519911050	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	435830566376834	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	435996974496949	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	436342644400457	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	436850107894822	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	436890812664346	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	437227297840755	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	437328199451531	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	437466890640786	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	437557974116463	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	43783552683321	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	438291042105380	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	438683961577734	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	438713720568383	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	438799481945608	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	438902536551679	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	438938687595471	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	439022248502587	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	439190274195491	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	439237902450887	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	439300426285069	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	439450757946999	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	439481827923904	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	439583058481037	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	439850607731976	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	440326402109982	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	440481896207094	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	440505024161899	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	440745797486279	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	440918147457770	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	441116929197310	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	441320435365909	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	441482349238358	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	441643212350602	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	441744659106342	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	442005836776622	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	442358617744922	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	442728616241375	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	443119880591277	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	443702036901825	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	443744360500938	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	443801489653981	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	443868706349393	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	444464879949445	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	444523321220243	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	444680503840562	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	444783153611586	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	444975091995743	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	444983586041023	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	445082773576226	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	445085746748466	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	445380483496114	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	445421484053743	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	445482994770657	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	445595821549058	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	445658367087202	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	445658420118889	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	445792412304518	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	445815158191607	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	445893050616479	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	446295379155417	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	446411794979081	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	446586989838217	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	446645858422636	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	446690829856548	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	446935122759464	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	447033640147673	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	447034102605314	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	447096888588639	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	447116813307208	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	447463361504008	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	447557753331939	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	447690165291998	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	447771181923535	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	447889858854646	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	448067101227365	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	448150212301077	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	448227464346300	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	448503953949683	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	448526987732213	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	448671206401557	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	448946494940442	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	449085729249550	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	449094241965223	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	449586242437209	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	449818111807761	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	449924182081063	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	450787402014261	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	451436402665029	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	451446258700460	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	451603737399318	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	451661990191821	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	451802689442347	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	451826778515624	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	451922408030495	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	452042654832762	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	452268221259871	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	452268221259871	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	452481768748293	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	452754900007548	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	452815737804683	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	453640706106276	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	453715830813677	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	453729558825275	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	453735716947901	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	453874079466324	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	454682494588787	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	454902300830521	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	455197967619718	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	455368966198476	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	455697039453770	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	455735149510710	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	455961103590385	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	456220467010322	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	456467590490681	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	456495099606185	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	456892500803172	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	456915075866316	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	457008602265131	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	457334424328552	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	457456979019740	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	458134111933638	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	458195661263587	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	458440282162270	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	458761842071606	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	458846332100150	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	458881296971771	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	459071871744145	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	459267160148715	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	459294147127718	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	459294147127718	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	459469701479480	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	459524298144717	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	459623037838470	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	459670062982318	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	459841730161500	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	459888053015568	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	460026651568731	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	460298132293723	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	460316266308351	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	460358274432438	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	460397570938441	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	460642152669251	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	460949116052166	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	461001191129578	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	461130529441093	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	461243692731553	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	461519911664084	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	461612459257183	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	461654508320989	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	461783536373952	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	461882912366869	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	461898028936145	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	461930937722189	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	462382625555430	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	462485173583135	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	462546996638314	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	463152099539476	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	463400978256946	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	463662779455804	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	463757023910122	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	464132334024522	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	464200869610016	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	464257993005949	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	464330374666418	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	464440988817548	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	464935566050913	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	465094166677559	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	465185080416778	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	465236626789409	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	465238096612569	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	465997675134508	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	466101340648460	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	466257738934795	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	466339513351993	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	466703589371723	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	466756007421237	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	466814975747041	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	466921870544076	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	467034818086075	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	467106641693635	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	467299235799184	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	467437017906296	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	467532259367961	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	467826060825637	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	467879286560301	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	467881942754864	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	468018289496640	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	468234031863551	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	468510977016901	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	468603527470396	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	468825787115909	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	469166925463807	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	469228777408263	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	469685172355452	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	469718258023509	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	469925273731035	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	470007647364476	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	470045144330050	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	470722496465025	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	470736719070017	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	470870145133277	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	471050493483678	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	471527443978209	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	471811611194767	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	472127231087399	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	472521391009562	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	472610703663289	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	472638310544543	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	472671249231565	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	472787941701201	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	472965555964867	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	473224338533682	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	473400159640022	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	473415790253431	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	473562513542898	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	473621677091760	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	474153369835638	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	474187712806806	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	474490566705109	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	474696463495620	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	474696463495620	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	474767161015599	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	475071025690497	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	475074561910036	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	475076571899755	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	475188493303303	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	475194160904714	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	475297142838976	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	475438300271891	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	475443643632532	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	475717461446052	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	475717690730697	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	475747884991966	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	475751088811639	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	475788405879290	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	475856153747448	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	475983206973013	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	476232054029733	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	476275055249712	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	476335210602788	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	476366246690118	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	476548310468484	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	476552864672139	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	476612826296676	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	476744888529772	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	477118640490753	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	477379881870410	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	477607536038259	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	477653050708336	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	477676835703565	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	477706214628345	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	478123548376088	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	478131638550792	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	478217141987408	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	478281566899158	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	478355052093394	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	478538676190574	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	478620699706170	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	478731531794687	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	478874284787714	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	478993294626606	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	479087831083580	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	479147494400405	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	479888574340207	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	480026696249353	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	480092349856779	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	480121061166481	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	480127616854946	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	480245239304338	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	480566795496581	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	481234439495349	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	481275958761478	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	481349635354553	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	481483729914516	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	481592312394626	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	481593765390247	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	481784753282966	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	481925925875428	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	482074176155277	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	482169769739321	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	482259612705229	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	482311929444830	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	482545273556653	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	482762661035372	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	482832231884486	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	482907908925152	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	482950565151217	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	482961070282564	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	483690282915646	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	483878066361638	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	484132375746980	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	484214578456215	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	484310022814830	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	484327672170059	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	484389594939305	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	484395430620883	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	484562743439883	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	484634256748482	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	484649951223702	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	484746365227606	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	485309072198198	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	485518037110727	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	485653347035459	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	485792340990803	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	485918981728883	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	485968522435098	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	486020374765188	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	486112407330567	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	486224929110479	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	486487379974755	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	486539398554504	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	486641329842035	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	486846197032174	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	486962006639970	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	487106871969926	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	487464245603928	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	487474411864183	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	487478629382735	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	487566677587872	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	487903551873543	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	487963561353074	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	488054638003191	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	488187728290338	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	488187728290338	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	488211575795261	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	488716987626514	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	488753831679712	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	488783567954482	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	488913840568808	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	489162584867489	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	489163146850937	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	489394492250894	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	489494796496513	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	489515606367525	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	489773421596842	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	489844334305787	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	490138739501751	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	490188645093929	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	490193502182816	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	490361394684275	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	490617576375191	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	490777868677227	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	490821451024438	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	490976993842018	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	491176688919921	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	491307770381260	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	491350394714290	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	491363412472135	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	491390962220210	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	491463537445639	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	491588649743932	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	491614101053751	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	491801366681108	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	492030281221513	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	492047064026974	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	492444176986028	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	492520826921582	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	492631384214993	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	492640053929963	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	492843524677249	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	492957067705534	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	493372448317816	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	493441382885223	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	493486284294158	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	493492121811064	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	493623765540403	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	493735344381753	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	494447657853305	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	494708112767051	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	494741552624259	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	494746953107522	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	494792887693192	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	494811392349186	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	494918334329717	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	495324472192440	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	495758801501294	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	495821719539905	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	496118308955215	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	496871447292177	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	497004514055922	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	497199944083129	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	497350942761894	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	497820011306749	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	498085239157869	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	498550632027720	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	498633929403564	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	498694654362333	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	498762352057329	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	498922382712647	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	499161453219597	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	499333053159234	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	499640777999011	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	499641309821149	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	499914441411192	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	499944926503971	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	500335117931128	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	500360981382003	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	500498727683062	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	500776771015077	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	500822589971186	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	500846224088495	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	500957405601497	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	501357558304148	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	501366849998239	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	501708556346379	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	501767157249235	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	501883101820402	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	501932813477792	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	501972896287804	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	502113851809406	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	502172342401035	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	502269348730726	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	502886050999118	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	503498564170901	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	503569174671542	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	503898264565178	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	503986418343924	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	504234912590185	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	504312652511257	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	504358488153971	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	504607756759852	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	504767083940829	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	504805644707668	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	504834049064589	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	505330776596524	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	505470323149587	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	505836808293798	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	506040560604274	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	506226214170040	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	506334958307340	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	506461746268820	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	506716063321732	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	506737377768593	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	506843724522285	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	506885521945668	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	507037977630596	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	507288761844842	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	507415671755850	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	507425953463438	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	507431013780583	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	507448453016255	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	507526496889778	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	507664215219203	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	507721335562541	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	507734913780793	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	508191360895817	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	508329669199719	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	508486434989370	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	508519291733574	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	508805707153054	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	508909926991728	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	508991192723382	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	509218306695540	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	509521293661449	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	509580999407089	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	509633026612933	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	509987815291126	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	510041489868710	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	510233100193742	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	510635927843097	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	510641923487230	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	510677192846663	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	510864225133702	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	510908670202732	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	511227405702357	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	511631798008840	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	511664091771404	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	511694684821628	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	512249782750737	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	512359293084268	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	512548147017902	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	512774613052439	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	512830454465179	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	512926469397845	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	513006049642492	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	513029339413524	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	513052888120464	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	513317925138024	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	513461803290406	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	513600485807267	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	513636136339805	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	513740108836318	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	513750666064117	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	513810263110526	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	513854840107737	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	514099139176415	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	514181461987636	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	514453378815140	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	514708441866033	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	514868251195062	Opt In to the Release Provisions

Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	514964983013514	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	515256323517488	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	515287308332896	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	515307989691585	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	515401082877661	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	515401082877661	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	515475756616573	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	515525293760583	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	515567967454078	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	515757665687136	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	515787220761278	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	515965409313027	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	516105253422410	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	516235466053924	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	516803077542652	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	516961881030261	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	516978437575659	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	517476642211371	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	517675463184112	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	518180889814350	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	518246904742704	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	518257375885887	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	518275584437950	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	518391635480053	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	518432714684184	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	518450987219960	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	518705916177462	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	518733978018260	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	518933521988149	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	519262593076613	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	519405190507014	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	519405190507014	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	519665816284384	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	519888947151769	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	519919054510551	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	519932398046914	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	520522447386524	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	520530309172982	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	520537831502124	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	520834408932671	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	520855019946676	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	520947906395186	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	520966360029461	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	521041798628491	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	521120894976631	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	521123940994946	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	521133455291542	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	521382179612591	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	521395714330260	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	521559443570036	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	521560780996210	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	521567716369826	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	521644572004239	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	521647190832073	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	521680684985009	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	522091595493237	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	522162638723815	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	522323587845491	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	522362490206253	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	522486453329689	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	522495398824913	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	522792443445177	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	522891086161818	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	522940524240798	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	523003950475685	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	523073199977437	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	523113030503835	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	523234036916125	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	523400195507225	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	523560014546528	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	523566469479277	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	523608270143173	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	523655803759986	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	523736241213205	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	523778320514689	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	523839144736518	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	523871082774694	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	523941970796132	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	524315644269552	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	524594333027709	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	524758486924512	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	524966269912524	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	525095680247527	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	525114228191502	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	525322198679927	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	525591422959060	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	525843959419914	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	526000280952627	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	526265729803460	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	526643201151379	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	527022607349785	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	527057890541179	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	527062375722542	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	527335225489812	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	527365227126406	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	527455043705844	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	527503151195435	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	527511063336918	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	527552373670293	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	527564521267871	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	527565383889912	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	527822093671700	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	528012061489660	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	528065643058819	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	528142218110242	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	528295623216835	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	528317359410552	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	528481590416349	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	528719938210276	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	528889226756008	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	529327677677286	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	529812993632835	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	529879550305328	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	530059176682079	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	530289278243278	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	530479708572416	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	530613646863421	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	530619630243332	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	530660644638368	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	530663851469764	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	530965112128860	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	531338726176852	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	531601835798554	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	531831869218336	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	532080547363185	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	532267870086772	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	532397178127725	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	532435131559014	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	532835147052137	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	532959136474744	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	532962917031713	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	533048740356180	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	533260604224183	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	533628678730796	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	533748870665528	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	533753823235361	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	533828636064028	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	533884744516580	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	534089344576457	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	534403139827265	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	534415854777931	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	534688721792791	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	534697851979190	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	534834239118120	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	534840614135136	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	535493640886397	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	535501217637214	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	535731910270304	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	535870887087370	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	535907150944129	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	535930494878284	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	536174514515673	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	536394061152393	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	536650678196653	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	536743667371013	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	536877133532759	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	537089962194303	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	537213585134976	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	537446778366057	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	537568913174324	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	537760922296312	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	537890876353349	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	538129093146902	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	538222506670826	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	538269028234884	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	538409649156130	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	538444702977714	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	538802328358878	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	538821478582943	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	538929771359848	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	539387613087795	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	539446663389336	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	539531817124344	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	539779036989018	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	539822032833765	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	539841868580603	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	539902556804228	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	539928133953789	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	540062162686878	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	540067708250244	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	540128257080871	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	540430475099938	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	540881415313115	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	540990851119442	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	541579413146156	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	541602928506025	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	541677615853516	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	541990679716015	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	542020009529635	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	542218569260127	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	542385488477943	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	542538520664144	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	542665641034739	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	543214180141512	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	543623507519931	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	543623507519931	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	543653254510996	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	544175745529519	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	544334462815844	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	544379154873041	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	544515466918156	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	545063952153371	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	545141069659251	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	545220712592315	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	545360429867174	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	545662872584565	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	545897603519249	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	545897603519249	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	545950918911832	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	546110537564666	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	546125751514353	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	546164455045823	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	546440101379886	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	546611868867827	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	546660019917556	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	546817015724488	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	546877594901746	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	546904161096197	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	546933203852648	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	548005459482884	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	548123981665123	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	548296723222224	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	548308668424694	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	548385328098803	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	548550541715916	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	548806726298328	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	548811938516940	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	549055562223256	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	549263012638979	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	549283404892609	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	549440011090009	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	549466997972987	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	549775697497313	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	549850180035787	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	549852523474595	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	550290075076828	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	550307219451842	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	550329739286387	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	550357224591475	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	550438669968416	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	550585047958507	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	550754157501544	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	550799227945996	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	551080773715265	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	551481098165478	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	551490846850203	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	551545158022208	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	551779519111170	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	551818609016275	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	551896829734160	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	552036182432880	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	552059790355223	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	552224350445989	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	552608825308925	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	552997293837708	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	553090461359412	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	553325748904099	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	553434761525500	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	553928459558820	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	553991694630378	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	554292078512306	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	554312832165454	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	554471542544821	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	554659988378442	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	554868020702728	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	554954997936803	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	555022253345303	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	555321929482460	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	555368167238225	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	555507321044787	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	555761697280110	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	555808219930002	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	555889264981358	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	555973505541649	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	556214993933345	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	556435764964092	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	556672665429741	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	556687294381861	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	557046358377914	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	557119718667052	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	557150663922738	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	557308235521796	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	557315485505881	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	557351234113464	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	557351234113464	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	557643072427418	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	557680925588896	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	557962935522437	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	557997610932192	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	558036321857613	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	558199333240159	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	558333581955260	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	558391828903068	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	558630328013485	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	558916478869771	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	558934629610358	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	559080287379954	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	559122848747414	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	559275604856410	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	559402712828897	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	559439731098167	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	559532538150580	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	559604559547609	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	559813309638742	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	560336959596211	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	560505259084980	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	560606692639077	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	560767995298257	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	560881228221958	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	561047088699995	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	561445036736182	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	561509369216311	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	561534498100759	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	561545386726181	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	561577792582772	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	561705388525609	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	561925729422628	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	562010339931127	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	562076971116061	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	562165198760313	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	562357848712946	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	562362050744148	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	562491731767998	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	562549772923551	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	562562806724627	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	562743946540171	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	562781722122047	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	563088974905491	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	563138661480529	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	563218212982139	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	563404058663394	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	563571518301249	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	563586344796484	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	563724694903674	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	563926228308035	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	564186356470928	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	564285298384191	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	564420422189058	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	564546988565420	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	564565124581816	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	564565932101154	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	564681736463702	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	564825640489309	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	565503463605019	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	565580832591929	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	565766943234301	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	566160125543260	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	566212729423377	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	566250003974779	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	566699809937902	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	566727746832539	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	566825669087169	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	567099847785558	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	567193556268514	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	567377885367344	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	567595566960750	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	567822091993657	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	567906892068005	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	568657656851735	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	569041784138691	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	569078512520374	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	569142819093723	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	569206434083748	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	569354975312993	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	569547685858480	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	569611929026207	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	569936944468062	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	570142450113105	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	570313549849072	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	570583480876712	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	571427179074374	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	571841681991544	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	572199904535524	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	572252812106200	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	572523397619694	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	572525399129138	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	573272119968618	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	573363470241598	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	573555045700675	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	573609478385709	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	573684752792759	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	573766462592055	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	573853372641546	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	574012774830229	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	574075706892590	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	574081949512057	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	574112575143287	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	574153247253711	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	574156082541981	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	574420749270409	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	574476489441577	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	574572431948590	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	574581401287234	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	574710621969321	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	574890729884719	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	574906805939109	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	574911412752084	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	575159149330803	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	575191685317289	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	575225836764842	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	575553583054260	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	575556429463603	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	575662501785061	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	575704594778243	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	575827147689156	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	576024622152802	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	576059107010139	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	576638936361005	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	577012113855821	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	577045026305955	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	577186362838178	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	577187569623614	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	577198702868935	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	577674910136015	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	577828112802450	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	578131254972293	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	578190961841405	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	578215852120021	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	578224872259563	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	578491560780093	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	578675207896580	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	578809366623106	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	578889083455589	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	578930778182414	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	578940878165156	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	579027912678824	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	579139022587305	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	579412361024349	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	579452495404405	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	579755778031807	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	579873631479601	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	579942535010395	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	580240384966929	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	580261457714578	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	580308805299361	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	580324430976384	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	580508502741310	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	580533249309914	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	580738863500115	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	580828357047174	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	580854299617361	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	581051540539942	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	581114485901501	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	582231296420992	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	582796585775266	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	582825575376247	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	582886338092132	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	583763659936060	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	583770780904071	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	583813776876794	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	583914897444950	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	584063313356972	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	584255089096396	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	584760153678745	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	584783965495545	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	585056019038790	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	585382375968985	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	585399615302650	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	585566185570358	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	585576249966302	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	585730530222402	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	585888851905708	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	586267008360044	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	586873385229994	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	587019527221181	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	587281592918401	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	587427606548506	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	587453270024213	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	587947928181590	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	588014652669916	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	588158705176908	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	588804584059742	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	589104841091295	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	589115915535191	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	589347418465903	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	589376538836493	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	589504057864448	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	589775587344550	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	590057282640661	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	590235021615385	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	590319521283717	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	590356773906685	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	590439184410645	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	590608522261612	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	590712512718930	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	590780218066478	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	591082284827109	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	591101324822953	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	591433866273833	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	591571424616736	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	591666926267894	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	592368567415963	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	592431015799606	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	592493548419431	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	592585179186315	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	593013718051737	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	593101405666457	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	593119915467894	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	593146763885341	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	593193363319491	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	593310001608995	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	593333286280879	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	593416412163572	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	593590729151727	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	593730668351935	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	593854555661721	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	593856824231937	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	594410125262619	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	594882063393888	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	594895903379485	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	595045078263107	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	595083559615137	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	595106863887099	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	595128998665259	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	595232003935283	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	595348432474444	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	595683652382229	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	595804326567208	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	595872882655907	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	595958810544508	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	596142753152482	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	596195309711851	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	596507985289768	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	596625668631275	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	596878478396067	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	596883618804036	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	597741243327625	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	597856083392278	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	598217891732913	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	598224896535420	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	598296123086310	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	598326598264246	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	598349350104649	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	598381924016513	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	598422987527487	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	598590712313002	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	598670542287211	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	598821212369321	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	598879832851343	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	598923624959391	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	599275884352562	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	599302300887230	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	599345133038359	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	599347654950021	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	599514703905635	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	599629143675300	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	599685255884430	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	599688621152273	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	599822870173433	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	600674118012291	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	600687451736545	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	600804631889648	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	600850729516335	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	600971525722763	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	601043495834000	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	601129702845149	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	601270867021427	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	601776318045785	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	601823829204444	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	601931377764757	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	602596254850835	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	602622702154158	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	602746084758423	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	602767899525542	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	602802997601752	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	603041048430491	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	603276930795439	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	603487269105742	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	603853870220038	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	603946926065030	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	603990409196104	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	604124520383496	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	604321910797977	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	604388701939488	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	604625300080359	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	604956360577596	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	605451996303493	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	605463344665235	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	605530230764380	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	605765456263611	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	605767676096804	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	605848669783750	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	605968925278187	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	606046847886903	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	606169261520737	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	606248732844187	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	606254792090123	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	606326223872979	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	606535736981420	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	606580282605294	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	606776831685389	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	606943333481309	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	606949991734799	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	606954705090744	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	607107413229430	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	607153044609348	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	607301573925040	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	607482763311641	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	607787467976501	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	608303544507165	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	608437707662411	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	608544499660015	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	608554018957571	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	608589234274224	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	608723451719470	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	608794819764729	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	609036974200130	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	609037733623157	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	609080827995224	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	609275752759405	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	609555681253162	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	609808908875424	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	610217477533344	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	610307112442434	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	610322449557295	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	610358673895788	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	610654848499404	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	610947135794260	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	610999552548804	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	611085201114557	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	611235503745907	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	611261197413322	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	611359593720387	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	611861314858243	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	611866163657446	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	611935255198100	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	611937514036655	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	611989880993663	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	612005776359752	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	612118119318269	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	612218635503187	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	612231957230456	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	612273390812648	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	612343299361796	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	612621595899425	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	612659280598411	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	612738092429758	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	612844976797299	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	613179271848070	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	613236612034324	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	613252102495539	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	613306548999574	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	613414201986365	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	613425739867081	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	613978393171982	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	614131876484212	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	614191636287564	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	614294569736040	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	614391244967071	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	614917123181849	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	614936766215565	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	614956091853204	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	615008859621936	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	615102135336877	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	615167174456311	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	615299643346655	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	615374506520328	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	615390697575314	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	615439554676832	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	615790220696148	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	616144436961820	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	616599825913707	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	616638446463062	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	616651543238919	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	616768354903317	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	616886532967486	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	617197301097323	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	617804785241687	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	617895422692636	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	618051112818871	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	618080088617840	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	618181064851834	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	618240784106379	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	618350250735928	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	618474586671076	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	618772495157476	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	619129208201411	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	619556899353246	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	619858054338405	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	620005629399158	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	620106133172654	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	620267364382328	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	620325007270324	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	620936737653448	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	621066085943166	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	621398496933164	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	621444374136142	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	621569336621220	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	621794394615008	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	621977446427172	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	621990741110273	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	622037879457218	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	622038328436813	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	622285185212819	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	622373492192938	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	622422307493191	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	622528256380449	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	622546047958548	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	622569509839817	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	623016138292868	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	623025781789538	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	623044541094081	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	623375097373328	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	623616152156520	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	623953667060669	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	624167025457038	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	624195758260264	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	624336414253078	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	624799288819250	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	624867449275038	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	624871030427318	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	625081568146095	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	625134559289197	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	625208388447498	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	625250632871491	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	625841636769080	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	625935035247250	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	626014646808708	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	626051685209133	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	626566324793193	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	626724613613831	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	626767930079613	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	626883635281775	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	626934554093330	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	626966418512185	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	627043366786323	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	627102026660408	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	627108530938588	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	627290021393654	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	627361645049255	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	627412909385342	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	627473833597837	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	627477010404236	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	627477010404236	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	627477779519145	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	627896421768946	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	627915229152823	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	628280064929676	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	628455914869275	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	628583040652523	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	628590498340086	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	628612660778396	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	628936759209414	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	629559084669291	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	629662470831516	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	629805025444525	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	629921653622221	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	629947886004720	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	629984218829300	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	630138259074056	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	630229785719168	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	630348038253477	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	630515063243228	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	630529504099546	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	630602682540534	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	631236332605059	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	631342319751883	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	631501168649384	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	631661273434137	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	631705678131801	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	631896897834118	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	632025950213762	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	632309228515162	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	632318735510595	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	632692502557728	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	632940108395301	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	633862911353597	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	633928213268717	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	633985644144557	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	634046060208976	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	634075398929705	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	634204998337068	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	634210800650537	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	634210954965639	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	634235895168686	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	634343177795518	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	634622894860519	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	634810930762195	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	635104179291260	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	635341725070513	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	635368777680184	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	635680801396177	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	635806510247180	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	636350167154479	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	636564775876846	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	636594541530902	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	636617055741901	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	636658451001264	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	637011773470318	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	637072502076279	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	637180034347295	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	637201610635496	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	637307475085361	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	637615760235585	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	637637535340938	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	637684661720414	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	638063195754067	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	638120066110921	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	638267410620338	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	638302138815909	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	638408242350532	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	638577305532226	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	638616782931539	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	638686789129173	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	638733542232076	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	639094212111450	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	639167810784043	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	639397151937372	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	639800211351277	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	639885540438236	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	639996417447705	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	640059858682209	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	640190450424796	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	640241373005544	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	640355688136150	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	640382674461712	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	640424512573706	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	640482083051071	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	640701741954597	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	640901859561784	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	641085505259157	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	641201601897253	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	641257003352610	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	641271252000704	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	641456827834236	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	641819345308522	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	641824684791729	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	641864939418982	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	641871544786965	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	642165375088454	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	642358219329585	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	642628905007180	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	642931293822915	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	643136350794788	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	643261718852193	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	643468514053178	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	643534204174542	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	643604091600226	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	643692799507104	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	644130428479175	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	644198845847586	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	644198845847586	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	644201525897205	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	644343031087615	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	644568875054277	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	644870699323413	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	644871481298467	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	645241919444435	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	645252881416521	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	645586020391015	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	645642438732131	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	645843066644318	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	645949227522679	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	646464457292841	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	646841095711088	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	647065161139182	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	647315792204333	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	647372558385696	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	647391087527466	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	647652734097637	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	647946644041353	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	647989191547624	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	648270683566901	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	648351954284375	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	648489935967231	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	648554469873758	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	648562177063034	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	648724544205043	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	648783710617894	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	649141084956183	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	649306828721055	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	649452562910752	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	649509324497283	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	649901140902255	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	649963453725090	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	650029298437360	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	650230647591404	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	650279937024263	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	650574590385262	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	650677349255837	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	650686400367345	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	650815264108587	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	650837293053323	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	650961265256741	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	651250174876818	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	651304612898051	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	651471870008538	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	651671435947868	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	651787586174926	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	651805870380641	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	652259866812457	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	652283331350519	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	652433658116341	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	652629118916362	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	652762458317488	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	653024506458782	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	653149555223557	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	653166261900916	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	653173919478361	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	653291444443855	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	653333835210769	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	653486227820817	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	653612145083089	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	653676932281193	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	653685151531419	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	654072246530792	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	654210505965559	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	654395410187912	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	654669737879091	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	654723244483553	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	654813405249043	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	654842308435734	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	654894980462525	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	654898769522925	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	654922664396902	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	654927383536744	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	654936961040447	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	655096813835645	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	655145739160649	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	655164321284725	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	655216462083907	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	655439747709381	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	655486603866448	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	655558532696232	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	655595820062271	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	655740573553067	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	656100374260123	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	656126694292654	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	656727119374453	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	656810444658444	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	656879762815693	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	656999559642256	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	657015831199729	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	657080117908995	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	657081303845704	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	657088335026672	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	657253464691995	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	657283093878198	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	657380961425397	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	657646638075186	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	657697441093476	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	657795370158492	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	658136768740937	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	658303571937967	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	658417005943808	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	658576963939447	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	658771645426937	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	658901639798736	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	658946307059391	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	659226662722633	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	659353756408049	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	659417020314219	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	659422867245817	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	659884981729155	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	659911127863167	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	660166295055557	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	660807574970962	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	660812097793826	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	660877220163682	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	661084260008223	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	661269602898657	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	662391537781589	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	662616974180012	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	662691491773568	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	662816287341183	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	662935393459632	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	663076134621205	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	663123668614955	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	663304939985831	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	663328961342642	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	663520136913527	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	663651690025346	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	663713945441542	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	663851832133323	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	664001689360224	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	664071712240340	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	664156780981260	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	664216686059514	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	664488772199477	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	664649079627341	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	664684871752000	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	664764232839831	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	665232012457669	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	665296557088588	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	665452048838501	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	666117252191842	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	666168742697542	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	666173634354017	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	666567617504210	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	666567617504210	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	666716526600506	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	666726273970713	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	666850443670660	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	666927547954495	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	667134006995013	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	667152713014169	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	667302854726135	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	667421180183435	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	667602414301276	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	667737919378902	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	667955787434358	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	668094263782752	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	668137112129162	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	668411134310925	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	668435713928655	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	668537374971820	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	669032610743629	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	669132012070711	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	669174299839038	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	669301562278584	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	669428834045204	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	669439159088157	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	669442607779373	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	669448455336287	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	669521448902317	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	669602787001899	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	669630170747497	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	669708775289528	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	669959790250414	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	670023264090038	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	670257023581191	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	670299538670064	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	670300708604114	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	670457129700260	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	670576910051862	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	670874673954989	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	671205501714022	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	671425782227538	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	671578620831908	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	671829937241525	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	671846460183200	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	672005897346858	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	672122289727286	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	672170933894250	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	672314523721998	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	672345997116105	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	672540814160661	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	672821097038847	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	673016382814907	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	673084602849189	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	673185275283517	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	673213606783553	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	673468824073506	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	673695751706514	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	673914796562027	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	674392796054275	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	674537711249609	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	674730834661769	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	674798563881020	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	674879120744685	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	674904866847103	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	674928702861348	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	675404005945151	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	675431803948417	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	675472888275083	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	675591997379504	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
			·	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	675884144954600	<u> </u>
Genesis Global Capital, LLC	7	Gemini Lender Claims	676191800199761	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	676228042168396	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	676256907471301	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	676767838582733	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	676793157204809	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	676802797283540	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	677023474857988	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	677299264068250	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	677517301596226	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	677527479884320	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	677545350019686	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	677591374685322	Opt In to the Release Provisions
Genesis Global Capital, LLC	7 7	Gemini Lender Claims	677627034953648	Opt In to the Release Provisions
Genesis Global Capital, LLC Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	678029562609939 678193950696911	Opt In to the Release Provisions Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	678193950696911	Opt In to the Release Provisions Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	678398869493695	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims Gemini Lender Claims	678622885860574	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	678829133044479	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	679364672613120	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	679609156174460	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	679663559574730	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	680022512610956	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	680038375325298	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	680599436954409	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	680714694558099	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	680751261734983	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	680928238604902	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	680988883894552	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	681092787222712	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	681248196452996	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	681603826857454	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	681624279808057	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	682236260801835	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	682353508781612	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	682364934071988	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	682398392202461	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	682416260999714	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	682437618621292	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	682476841441751	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	682492868920601	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	682536065436443	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	682571777690361	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	682573944820229	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	683215561931824	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	683220857302262	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	683318275772147	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	683370229141122	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	683680243307256	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	683746615172768	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	683883677060908	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	683978082585491	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	684011962116146	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	684247913563365	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	684252463332491	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	684301068062039	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	684330236973258	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	684345078397936	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	684430640136964	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	684602242476724	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	684683075628668	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	684871150050343	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	685503090961281	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	685505161194644	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	685567441201777	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	685631186841721	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	685727462112458	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	685949405824574	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	686246931774775	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	686536405360197	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	686626724134582	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	686646288244879	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	686662922426283	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	686895006244242	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	687201259536903	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	687693534916583	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	687776593734631	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	688069698883682	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	688122340122016	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	688122949392987	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	688152278578832	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	688495667015439	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	688551435119873	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	688890484417584	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	688893137302388	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	689125262242408	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	689176319626808	Opt In to the Release Provisions

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Debtor			Unique ID* Opt In Ele	
	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	689232928622334	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	689292210273371	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	689306132454970	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	689378832377627	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	689505405037095	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	689747947251585	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	690023156025250	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	690095844261272	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	690252866826307	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	691176678456163	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	691330265358410	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	691340899393486	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	691485365008865	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	691850992585872	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	691860424598477	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	691919365852203	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	692514425693971	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	692625312099545	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	692880188466399	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	692891065010264	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	693219163387964	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	693424506992966	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	693603480561737	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	693617025879099	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	694147437631392	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	694162423265686	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	694265822926667	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	694721144558445	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	694752223028560	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	694812359029157	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	695039934084313	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	695055055216913	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	695166108650735	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	695237982200869	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	695306631829071	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	695359699943595	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	695767354747272	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	695890314998912	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	696004454211546	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	696283949798995	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	696352651098705	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	696568315495481	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	696588795534408	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	696591028639407	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	696673280911795	Opt In to the Release Provisions

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Debtor			Unique ID* Opt In Ele	
	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	696722664507933	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	696986709513921	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	697186262598192	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	699760391939588	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	700739347448546	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	704054381363447	Opt In to the Release Provisions

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Debtor			Unique ID* Opt In Elec	
	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	704157344056479	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	704170919927794	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	704335790819913	Opt In to the Release Provisions
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Debtor			Unique ID* Opt In Elec	
	Plan Class	Plan Class Description		Opt In Election
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Debtor			Unique ID* Opt In Ele	
	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	717800502845329	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	726438308383924	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	727061118823532	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	727067143585216	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	727467326877788	Opt In to the Release Provisions
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Debtor			Unique ID* Opt In Ele	
	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	732667621708058	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	735700622747772	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	736166201951162	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	736486565651598	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	736771833093143	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	737667696375280	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	737807012551448	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	737965938950922	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	737985806305198	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	738118558367111	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	738281681085974	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	738391750842051	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	738566120517348	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	738890953866965	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	739148233771324	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	739266412526896	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	739277982891799	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	739335423284242	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	739336206216775	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	739959432164589	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	740037351995827	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	740042915470772	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	740072626991257	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	740375001188354	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	740539236017081	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	740722557048328	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	740758311975725	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	740867871581938	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	741017171514029	Opt In to the Release Provisions

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Debtor			Unique ID* Opt In Ele	
	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	741091739946696	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	741141174057625	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	741217231877336	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	741223257642449	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	741302226834056	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	741409340934597	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	741421872812962	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	741445990006727	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	741476290476647	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	741620875780806	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	741890259089534	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	742025100213165	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	742193559765206	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	742331776847920	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	742632577179985	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	742634743561663	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	742697983504079	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	742810047941524	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	742823382455482	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	743158600216593	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	743226479917776	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	743508708185666	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	743843535256521	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	743910415139026	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	743914546856635	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	744081822480513	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	744216508662622	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	744572744058455	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	744576343089088	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	744671498076190	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	744678433537434	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	744848515337524	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	744911711723797	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	745013562366714	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	745040631631689	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	745092566115495	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	745617307125107	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	745682671259453	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	745813799546988	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	745841551101571	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	745890206761238	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	745964116273022	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	746035796127282	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	746306919521186	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	746333895274747	Opt In to the Release Provisions

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Debtor				
	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	746379745474648	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	746874436142139	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	746920543163820	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	747013054332384	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	747146932446520	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	747345330496459	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	747505772913652	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	747969696398811	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	747999371768553	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	748161277980116	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	748168305317819	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	748323357825531	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	748517695534281	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	748581071931972	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	748643670340502	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	748703924437549	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	748784301184806	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	748977183505247	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	749067518983804	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	749138938822094	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	749309176650215	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	749491773290032	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	749864685063109	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	749941057772315	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	750013034668441	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	750046444905692	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	750271176775211	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	750547825013252	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	750639071284959	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	750669472462574	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	750700415626322	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	750779723307687	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	750849728198759	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	750985402846783	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	751001030576235	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	751241207142491	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	751356623898789	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	751371954217198	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	751630015081098	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	751863962522728	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	752184078849499	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	752276137880887	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	752610271444285	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	752702080576026	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	752820638116963	Opt In to the Release Provisions

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			Unique ID* Opt In Elec	
Debtor	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	752885889668692	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	753419739304290	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	753568078754181	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	753649557731790	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	753762237501135	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	753807281865698	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	753885183531785	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	754049758759953	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	754059946728988	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	754280272012863	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	754290647901463	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	754504263676044	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	754845627721835	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	755018794568614	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	755183143142753	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	755297928046371	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	755362610695145	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	755395480882863	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	755403485419500	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	755478559623068	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	755663321245593	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	755979416975439	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	756192630639148	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	756508035594608	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	756636265815473	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	756720697588016	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	756726804229291	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	756847102898521	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	756882749827140	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	757010492507547	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	757084148751783	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	757174602354033	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	757316981326226	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	757456146033136	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	757483813729235	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	757524940210807	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	757739411362868	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	757803772887183	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	758136695914423	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	758380124741024	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	758412019648513	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	758493486117759	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	758582230359434	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	758584487489239	Opt In to the Release Provisions

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Debtor				
	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	758597020446502	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	759043457568076	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	759235104564760	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	759288599675757	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	759312686084163	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	759645300479723	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	759866909738207	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	760050600323041	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	760252488569439	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	760930516450141	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	761067193951738	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	761393254046216	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	761422048168764	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	762167644093461	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	762974716743591	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	763154076769559	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	763190752775097	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	763253858382847	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	763921920850238	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	764170072422953	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	764458988269592	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	766730094959961	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	766814158677292	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	766832814549270	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	766992078154816	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	767102917795894	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID* Opt In El	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	767121586934549	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	767308801737682	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	767412786287372	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	767576598004056	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	767678185561372	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	767722799630450	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	767881124905159	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	767950378940399	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	768077876630853	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	768158672631935	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	768353994673752	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	768587700883195	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	768635920998578	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	768861109662845	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	768894500307704	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	769002934853956	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	769124256167436	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	769332021152324	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	769358657908052	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	769510272661142	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	770570278034954	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	770779143600474	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	770811646961937	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	770977587754925	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	771095271466017	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	771254105822363	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	771259058244777	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	771316111359211	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	771466901302930	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	771561486982355	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	771588757535049	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	771786127292498	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	772005573596690	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	772038627541606	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	772120236915554	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	772178574620740	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	772184902364746	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	772416967327139	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	772499817413706	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	772603780158172	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	772727979860719	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	772734959316060	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	773283744384765	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	773285384049380	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	773618953299172	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	773910394150724	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	774145261778324	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	774670072121579	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	774883283898251	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	775046361006413	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	775108889012429	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	775213965713570	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	775273694982919	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	775498178237094	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	775536355494610	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	775618243126154	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	775790451152045	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	776049767129127	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	776212206895850	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	776332413464694	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	777234839101504	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	777329918307284	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	777525252468417	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	777607088727774	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	777840522011909	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	777870780290110	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	778006102379703	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	778026039719665	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	778041880397868	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	778224521369502	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	778238614976870	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	778248273542514	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	778324253637215	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	778415263115576	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	778472200751198	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	778603007509621	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	778905843591247	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	778944804403911	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	779172958373065	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	779468087350374	Opt In to the Release Provisions

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			Unique ID* Opt In Elec	
Debtor	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	779610772886304	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	779790088455793	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	779819631647358	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	779934926998152	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	779981259008051	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	779998727230149	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	780073059530475	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	780191994049049	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	780210209528094	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	780419178349987	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	780515596926908	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	781056548834288	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	781861929743196	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	782092368363964	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	782213427186652	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	782636959414851	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	782684304163260	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	782842859164285	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	783151493631116	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	783182364414813	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	783491272403867	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	783714536680786	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	784023770545575	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	784083104038928	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	784191834160076	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	784254235856810	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	784312368846580	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	784428949012459	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	784980245849250	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	785052708436896	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	785340757844868	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	785387417591316	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	785459927197308	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	785686239131692	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	785835046578018	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	786071206078348	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	786329230253412	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	786412488565576	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	786696689148714	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	786794994093770	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	787049238205486	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	788144299664514	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	788178351737032	Opt In to the Release Provisions

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Debtor			Unique ID* Opt In Elect	
	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	788425280303536	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	788435621279337	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	788519803942828	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	788591175510699	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	788793089225003	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	788888618419539	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	788909300338559	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	788955365493151	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	789028182228511	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	789625316287268	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	789768192285975	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	789873575067824	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	790142021114603	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	790509122583504	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	790516722873068	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	790628194286452	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	790660662028480	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	791202102272849	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	791340312006839	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	791354171931831	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	791580573312622	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	791780577274405	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	791960982812886	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	792208359214560	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	792652097201949	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	792872860572155	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	793038991576004	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	793059070606476	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	793069149451720	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	793336789617556	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	793421447638345	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	793425468477299	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	793786208757751	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	794603910199671	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	794686058545909	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	794837548711081	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	795344540162308	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	795838773406737	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	796140072270221	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	796329727372875	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	796904888236762	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	796974536429339	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	797079022094873	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	797232600566743	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	797521080561355	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	797530718700701	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	797684259473598	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	797750245031502	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	797838930862885	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	797916157021996	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	798175590009472	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	798193455696127	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	798431132251716	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	798600657947807	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	798644569649201	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	798745306531459	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	798756329631491	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	798759475666421	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	798789305044757	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	798835759837164	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	799214128541568	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	799263549329145	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	799288114649317	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	799417934802221	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	799487092213854	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	799863010232746	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	800124550957081	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	800293824749428	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	800454375051149	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	800994428305854	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	801030851394815	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	801517306776090	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	801874084874210	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	801958012071769	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	802012408621423	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	802129407166375	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	802314172477787	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	802798383518656	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	802922125517389	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	803015239248632	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	803260714192890	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	803473319239020	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	803782199003251	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	803875854301772	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	803943186312697	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	803998828487261	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	804174816999747	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	804271418625160	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	804381916820688	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	804387966036911	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	804491166784378	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	804547952026922	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	804625646931129	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	804672268579996	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	804972550768124	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	804973625755523	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	805012219349007	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	805081411323038	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	805292586019522	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	805322966994903	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	805364080207925	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	805646551059434	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	806034306818585	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	806235790087118	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	806426984343134	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	806498322577123	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	806730573009209	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	806775633620448	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	806805833497476	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	806899854539929	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	806967735804297	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	807532563017975	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	807710302926203	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	807756074674025	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	808389576164241	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	808439718511458	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	809141390754275	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	809271665859927	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	809274001835100	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	809681844632643	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	810037350024117	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	811028963713970	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	811760236785093	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	811767366684695	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	811855829852956	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	812101868120190	Opt In to the Release Provisions

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			Unique ID* Opt In Elec	
Debtor	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	812284551572341	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	812640016418561	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	813173710385489	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	813224141394599	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	813574622032896	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	813678481625453	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	814163838476108	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	814305721236402	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	814340204325923	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	814452557661326	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	814534174257730	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	814543796165930	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	814641324260740	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	814651536661657	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	814669371916844	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	814885784320797	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	815322763516934	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	815480448596199	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	815978054126058	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	815995208922716	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	816188117010238	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	816816590398853	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	817105274732760	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	817129418759749	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	817188481786221	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	817265446675368	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	817565013677597	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	817782988094854	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	817965363177249	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	817976881853928	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	818168209463496	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	818544190772090	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	818847916873301	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	818865225967928	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	819636210045771	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	820043030131789	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	820045198946827	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	820067830832331	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	820106283855074	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	820733480557508	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	820750203934826	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	820901511523197	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	821043073976897	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	821230845338287	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	821356521755814	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	821650263784222	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	821725896660498	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	821841422218010	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	822488057315301	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	822840072978950	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	823028488466852	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	823134386456644	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	823256097127539	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	823488202515593	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	823558169289452	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	823574977747161	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	823650343624742	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	823694478869655	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	824122700011259	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	824538918969538	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	824660004937890	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	824816734879657	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	825036363549502	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	825218440711233	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	825285322254161	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	825524083327774	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	825704683582559	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	825788332763390	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	825801638224518	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	825923673137168	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	826252547561294	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	826578674677445	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	826932703617502	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	826940119544594	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	826945855304747	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	827045995486477	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	827066206985528	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	827625500610195	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	827685488960746	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	828068816502797	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	828071151575586	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	828115640025355	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	828260205882915	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	828346424994551	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	828530152607652	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	828675085018893	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	828857862467846	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	828902354681907	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	829444969920795	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	829512118713801	Opt In to the Release Provisions

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			Unique ID* Opt In Elect	
Debtor	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	829658563689342	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	829848628108295	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	829852870257334	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	829922410820942	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	830090801231507	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	830094823344948	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	830173685533301	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	830219706683780	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	830238254480841	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	830239630679840	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	830251819521405	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	830326746604421	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	830352467349162	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	830733222886577	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	830793172141501	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	830834160945980	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	830835297724488	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	830861530164775	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	831028851060162	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	831173250546909	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	831458345245484	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	831844231726252	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	832217843683090	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	832367468199483	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	832610300320854	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	832746444258393	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	833014063501156	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	833067064805647	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	833093229456303	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	833418087851502	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	833425732386505	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	833686994713632	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	833985807656036	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	834042721993880	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	834091477935977	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	834277006045467	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	834377017924265	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	834399052494142	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	834577024526837	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	834617111550209	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	834653990601304	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	835261545903215	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	835431262628498	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	835440501324304	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	835519101288739	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID* Opt In Ele	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	835681405906906	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	835932821339310	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	835963116642801	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	836173619200537	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	836420186799770	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	836504989369772	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	836692270170174	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	836702130853494	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	836716034271034	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	836864202548549	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	836979870923005	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	837291007176824	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	837373010075439	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	837415572053279	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	837709108699389	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	837759851622396	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	837830403777941	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	838349106042174	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	838413755332491	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	838472318206241	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	838489535435903	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	838637349615826	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	838771683307810	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	838918600015045	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	839341158407394	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	839348090864039	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	839586637429010	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	839665561170899	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	839699942166226	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	839811294352508	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	839813171605395	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	839994953513489	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	840027714130124	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	840171152845368	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	840499366576273	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	840513083987981	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	840802405842710	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	840815468887051	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	840838205345670	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	840889296014685	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	840966869406330	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	841009704966781	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	841097215350443	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	841143134696723	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	841260486441544	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	841610898374159	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	841615345284455	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	841644059723439	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	841892069132147	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	841923599809828	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	842273950154155	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	842492802716941	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	842536119326300	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	842635563767676	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	842683389681766	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	842979035748932	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	843016933352457	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	843256428586632	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	843469243848371	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	843558586813556	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	843602560787121	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	844204956797637	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	844290525033437	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	844562598550172	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	844575881848767	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	844576314221245	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	844775303721126	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	844787474866550	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	844792427564392	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	844995925339434	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	845349383789543	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	845439520850806	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	845865893691708	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	846086014689131	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	846513513952997	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	846726445175635	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	847087681250136	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	847294184453701	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	847511748977757	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	847513625857962	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	847524982412689	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	847613262116147	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	847623828536021	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	847632661678150	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	847635453882879	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	847832300100738	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	847888082658933	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID* Opt In Ele	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	848103969802060	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	848125417416966	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	848554692382898	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	848718757254630	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	848724316195731	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	849086821444309	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	849465960716975	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	849594882756378	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	849675350254742	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	849722016305948	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	849795780762726	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	849796427926976	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	849900685359111	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	850252256384833	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	850432657775687	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	850489375123699	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	850500538718126	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	850638715821989	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	850696717898993	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	850737751165007	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	850792626274016	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	850932527623140	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	851163402826228	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	851916164779332	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	851920177385622	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	853120296719850	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	853249515848259	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	853671084060894	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	853787806117828	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	854070974418175	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	854081495059360	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	854216373251290	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	854261290313979	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	854470504465825	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	854500235307681	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	854786412725660	Opt In to the Release Provisions

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Debtor				
	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	854867517141113	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	854999083030228	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	855276241758973	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	855514680944759	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	855652278155445	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	855733145797079	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	855851358625995	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	856054388411010	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	856574710403158	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	857064929405713	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	857311910119596	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	857523203612072	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	857548997952364	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	857600979862761	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	857779828780398	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	857886903561210	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	857894248172068	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	857936016942016	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	857972071742058	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	858095479433086	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	858455230225656	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	861789272486057	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	862417406540552	Opt In to the Release Provisions

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Debtor			Unique ID* Opt In Elec	
	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	862690993105714	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	863882790642186	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	864035173631449	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	864070355309851	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	864487249977389	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	864842274896370	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	865356470853387	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	865637715957718	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	865660630871557	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	865794897649191	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	867030348035071	Opt In to the Release Provisions
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Debtor			Unique ID* Opt In Elec	
	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	870838510468251	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	870871104662072	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	872418916253269	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	872681743946468	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	873000917377730	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	873102824321893	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	873736203943310	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	874098878813296	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	874232317787818	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	874318151605868	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	874326190743840	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	874428772776624	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	874813355120589	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	874932539178523	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	878366757152120	Opt In to the Release Provisions

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Debtor			Unique ID* Opt In Elec	
	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	878897469568977	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	878905627448849	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	879013547602899	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	879203280718330	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	879512363300018	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	879657150505164	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	879688496922165	Opt In to the Release Provisions
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			Unique ID* Opt In Elec	
Debtor	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	884358337829447	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	884417446098164	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	891103471554958	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	891233133435687	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	891435881533011	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	891560086645536	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	892021514785971	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	892092660078657	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	892115204213072	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	892143560642605	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	892412328295360	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	892572927382079	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	892646425623213	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	892910846976323	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	893086030597828	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	893177727387746	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	893387686864600	Opt In to the Release Provisions

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Debtor			Unique ID* Opt In Elec	
	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	894412703964697	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	894565254285677	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	894828897734378	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	894844091708741	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	894861829649727	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	895091294620339	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	895123715785855	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	895353377848723	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	895457032075360	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	895495372777530	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	895631058801988	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	895698355838839	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	895809204735090	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	896113371116516	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	896195844482470	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	896515012424937	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	896665266327529	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	896887094290454	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	896946241410211	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	897004463302487	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	897038554867162	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	897043333833311	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	897175628130140	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	897195207416861	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	897266853160741	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	897541805474047	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	897554850561357	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	897571434371457	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	897723923829567	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	897912864529234	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	898315637761595	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	898359833756917	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	898740577459170	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	899174184616248	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	899683806535987	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	899778100748125	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	899803764979054	Opt In to the Release Provisions

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Debtor			Unique ID* Opt In Elec	
	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	899817289444536	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	899979863599109	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	900254582960090	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	900289828231303	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	902164467394331	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	902496752684233	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	902606549662181	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	903484651249960	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	903797341573129	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	903835928894145	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	903867652750969	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	904175706735087	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	906540981053004	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	906743081598376	Opt In to the Release Provisions

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Debtor				
	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	906784185613186	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	906807877363350	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	907033843081320	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	907040906880441	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	907078565350947	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	907118486433226	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	907466894290303	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	908414878726527	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	908616486821901	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	908870947106427	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	908926223814858	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	909126238510845	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	909508426554885	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	909741179845682	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	910077457105079	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	910341415677374	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	912418688142827	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	912635496458802	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	912759922807184	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	912987406101281	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	913040978904044	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	913138888591049	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	913167043623348	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	913254613963791	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	913673846561522	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	914343925419189	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	914904660645004	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	914979717044073	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	915303265723546	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	915435209347344	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	917497989154922	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	917515493963413	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	917811478656726	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	921343766844465	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	921458600936729	Opt In to the Release Provisions

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Debtor			Unique ID* Opt In Elec	
	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	921726459504823	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	922108123841775	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	922209054463999	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	928503734266054	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	928844096967004	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	928952634198255	Opt In to the Release Provisions

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Debtor			Unique ID* Opt In Elec	
	Plan Class	Plan Class Description		Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	929001591718534	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	929234816710035	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	929629813305480	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	929779168669713	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	929909804890452	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	930107528313525	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	930125180449541	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	930711530906478	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	931075346217053	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	931521185593608	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	931693483702725	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	931726181026090	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	932108065419944	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	932133614228536	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	932631591307932	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	932795065728400	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	932956296384659	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	933102538473201	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	933606110313259	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	933758659501597	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	933811853174337	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	933854510651625	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	934018515942354	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	934112037273904	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	934835614380179	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	934930543805852	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	935233537844600	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	935405714889953	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	935637295691307	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	935959058925891	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	935959058925891	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	935959058925891	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	936574322337397	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	936610183414420	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	936628675622675	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	936670243504004	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	936835115898114	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	937036130281925	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	937141123339772	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	937513920254970	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	937693723255523	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	937768645255228	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	937862710341674	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	937914793170962	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	937977522673380	Opt In to the Release Provisions

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Debtor				
	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	938013585337299	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	938049928604897	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	939039870974870	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	939054316096077	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	939269947141964	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	939387071110977	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	939421818243805	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	939530177948192	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	939630560447835	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	939696038556576	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	940017185790299	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	940095334721389	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	940125997358527	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	940163521896750	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	940468848194369	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	940494987141217	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	940543212595178	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	940919380605307	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	941171660685943	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	941432677503934	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	941554284489341	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	941713136770571	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	942026408711260	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	942424888308328	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	942559448268399	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	943185205403482	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	943202565321463	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	943230012203710	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	943426590597983	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	943486987494748	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	943663404784451	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	943876642304975	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	944013596619932	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	944046706146665	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	944108582533319	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	944149964306979	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	944156872679883	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	944205182247853	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	944294247703535	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	944347280309904	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	944589964483444	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	944695323162354	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	945623489747649	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	945805868580443	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	946129538680418	Opt In to the Release Provisions

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Debtor	Debtor Plan Class Plan		Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	946199919648772	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	946371329546633	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	946449240037675	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	946471313464642	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	946674999262564	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	946820263574955	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	946977162999309	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	947049357379381	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	947483493724700	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	947636044600647	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	947774292008647	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	947826907460605	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	947833980124045	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	947913330574309	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	948176318944141	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	948356228755793	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	948622628764958	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	948641283537306	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	948692493027867	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	948809299699226	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	948819749735245	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	948902902486564	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	949293695222354	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	949597276890893	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	950407327287707	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	950615556405728	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	950764516606818	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	950906754769572	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	951025727436828	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	951365550004031	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	951375236547732	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	951406506341107	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	951480447256387	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	951836297739854	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	951902179020672	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	952021676889221	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	952080882835906	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	952431114704545	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	952626501706599	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	952673180896703	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	953104413948774	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	953125761466960	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	953443594054705	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	953663891483002	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	953715576524502	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	7 Gemini Lender Claims 953842960790		Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	953848900593519	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	953990487711748	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	954084247508037	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	954324437479815	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	954543126139792	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	954619221387930	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	955147669222549	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	955336806348621	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	955758811798888	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	955789603949227	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	955899393373423	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	956023992558210	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	956138892255239	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	956209223490563	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	956312650091544	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	956991987696617	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	957039123109378	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	957100387370809	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	957104957836007	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	957114090775156	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	957432758902096	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	957524177929498	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	957630602846025	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	957869340182225	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	957895992157408	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	957896165145548	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	957937927328231	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	957962444323842	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	958204788169834	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	958512175380156	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	958702273529771	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	958991084028603	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	958998726533701	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	959041472106871	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	959088807887826	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	959105034700201	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	959359872923020	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	959438309779183	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	959812596487734	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	959852827356189	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	960002221235088	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	960123195353457	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	960179989509860	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	960413448706568	Opt In to the Release Provisions

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Debtor	Debtor Plan Class Plan Class		Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims 96043349		Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	960697020784591	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	960980630552570	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	961441259845584	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	961783660767377	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	961783660767377	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	962196523783454	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	962545413811867	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	962676279560081	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	962695671547516	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	962875944119131	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	962900940552022	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	963029367717508	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	963092572424528	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	963118106810151	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	963532907557504	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	963678584771420	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	964173290236938	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	964185150859003	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	964406840275140	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	964542230038313	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	964588523662909	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	964593512423271	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	964665500236750	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	964782023103734	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	964860337337268	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	965227112297065	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	965233802832080	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	965241824542690	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	965335403561965	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	965435747822718	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	965592454067549	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	965914735695136	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	965921818477957	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	966039733735353	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	966270841960274	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	966441729940266	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	966690757674653	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	966727893644677	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	966805539059037	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	966931519284512	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	967229895219282	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	967433020251544	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	967962442459496	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	968166048746276	Opt In to the Release Provisions

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Debtor	Debtor Plan Class Plan		Unique ID*	Opt In Election	
Genesis Global Capital, LLC	7	Gemini Lender Claims	968345418577916	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	968983993060648	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	969182613100065	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	969371682567453	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	969455416752020	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	969615675869010	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	969637808220800	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	969794701946650	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	970168563196111	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	970177585760983	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	970235762543894	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	970313869850857	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	970572853462863	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	970651042454187	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	970698929453139	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	970699930943499	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	971099051134929	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	971257388588874	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	971321761584420	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	971496327120675	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	971537214403036	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	971778961429491	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	971994898625043	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	972339529386831	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	972539387340850	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	972600317728205	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	972636483816877	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	972709592410897	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	972860651331059	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	972865548610954	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	972954796398933	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	972958133690083	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	973123216912773	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	973335836177835	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	973373840126746	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	973519725270502	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	973618053068484	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	973637250602881	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	973710910978605	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	973773952446235	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	973798200017245	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	973912480008509	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	974365596511513	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	974397778099665	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	974466693674568	Opt In to the Release Provisions	

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election	
Genesis Global Capital, LLC	7	7 Gemini Lender Claims 9745552745		Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	974558145209735	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	974919421700367	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	974920091363195	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	975126065355956	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	975194553668736	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	975209968721134	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	975491127450882	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	975509855256165	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	975540194698253	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	975710329137348	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	976371566594630	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	976619292505769	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	976743807703997	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	976929397636475	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	976938935212274	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	977234306115346	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	977352469020510	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	977544816131769	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	977652040772491	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	977675202741865	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	977689888586280	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	977872253984748	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	978041744099464	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	978372170140588	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	978431973107086	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	978446827612892	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	979310452106780	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	979345281994742	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	979439621956176	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	979702960977431	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	980865190100961	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	980995448427247	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	981156337656687	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	981266315642886	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	981349469357734	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	981349469357734	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	981560348849065	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	981812365349634	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	982086121949063	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	982374122204188	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	982435542470778	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	982562812493658	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	982594390653055	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	982636648608803	Opt In to the Release Provisions	

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Debtor	Debtor Plan Class Plan		Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims 982647771		Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	983231322773785	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	983276929705673	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	983540315438552	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	983861820660548	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	984029891401583	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	984391100684429	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	984600444569148	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	984955294121643	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	985057950248964	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	985183595126186	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	985183595126186	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	985218785287201	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	985323860614328	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	985387748227445	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	985457866209844	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	985571077312236	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	985839923204703	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	985885149371920	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	986278148180865	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	986411084438255	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	986469829996997	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	986559068813099	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	986769703589542	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	986920089324060	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	986933854043764	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	987135728135088	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	987149411508698	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	987234326126203	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	987609812703192	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	987691510283509	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	988032974272172	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	988040626910545	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	988240234897305	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	988383509196600	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	988432831824917	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	988604425282709	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	988632345459953	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	98878888350078	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	988846209932109	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	989001727236723	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	989040687788016	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	989129690706859	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	989213610709578	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	989340457398887	Opt In to the Release Provisions

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Debtor	Debtor Plan Class Plan Class		Unique ID*	Opt In Election	
Genesis Global Capital, LLC	7	Gemini Lender Claims	989373675309900	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	989381473383246	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	989601290030028	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	989640556592946	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	989771663332243	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	989794231398262	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	989946997320116	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	990070406253347	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	990223534209965	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	990523703562187	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	990638827699684	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	990651150928881	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	990664919862906	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	990822089023054	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	990916347198427	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	990984803359073	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	990989988582509	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	991228286681421	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	991587619188435	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	991855474338804	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	991858564278075	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	992411205094153	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	993005676117807	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	993034969174071	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	993173721985715	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	993332149244163	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	993419607586694	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	993508661655475	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	993603458703943	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	993675330567911	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	993803777959172	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	993805185240594	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	993807390674569	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	993909244039377	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	993925417149782	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	993960632826732	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	994087673483159	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	994198014791367	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	994328405271722	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	994334781116415	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	994604755464701	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	994726516076439	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	994750045073946	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	995236799052401	Opt In to the Release Provisions	
Genesis Global Capital, LLC	7	Gemini Lender Claims	995385587920964	Opt In to the Release Provisions	

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	7 Gemini Lender Claims 9954674420		Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	995476393804551	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	995537013349663	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	995759681420526	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	995909209165755	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	996079077441198	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	996304134653790	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	996340298983791	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	996389940752437	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	996393599022353	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	996421004820702	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	996637002361402	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	996857298007603	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	996893526458494	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	997164000578995	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	997164000578995	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	997164000578995	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	997271747553641	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	997291756435221	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	997549134879261	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	997597583338162	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	997909687852125	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	997992921689691	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	998174264184503	Opt In to the Release Provisions
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Genesis Global Capital, LLC	7	Gemini Lender Claims	998463612469677	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	998516976212493	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	998999574187150	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	999323397107587	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	999589491226306	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	999797696633405	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	999832947109300	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	738836814274746	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	249342399833622	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	876148742360402	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	755425956178950	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	747740287245155	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	336725385682156	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	701566684343361	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	134706187939411	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	540638107491647	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	983629661890888	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	598450636149253	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	474035641980283	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	300860506541743	Opt In to the Release Provisions

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Debtor	Plan Class	Plan Class Description	Unique ID*	Opt In Election
Genesis Global Capital, LLC	7	Gemini Lender Claims	367022981303046	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	649895954435998	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	742707694149481	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	213937016914797	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	840832653817055	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	794065665977921	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	720543634523180	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	910712729330321	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	375853258326777	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	118057084592920	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	907687254680358	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	431057715930386	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	930692308111289	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	204987953082383	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	396128962445901	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	686379682651762	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	534745412234080	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	288183827741920	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	606449526924346	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	621929214142411	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	911388472867314	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	867613167721699	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	419323468261961	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	126671544254954	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	381654192071789	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	478125089833538	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	840073108055798	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	962755978106453	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	133334667081524	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	880430394220553	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	883589848114845	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	856517061571700	Opt In to the Release Provisions
Genesis Global Capital, LLC	7	Gemini Lender Claims	667651480140238	Opt In to the Release Provisions
Genesis Global Holdco, LLC	3	Fiat-or-Stablecoin-Denominated Unsecured Claims	3FBC-V3RW-CQCY-MEJL	Opt In to the Release Provisions

Exhibit C

Sciametta Declaration

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re: Chapter 11

Genesis Global Holdco, LLC, et al., Case No.: 23-10063 (SHL)

Jointly Administered

DECLARATION OF JOSEPH J. SCIAMETTA, MANAGING DIRECTOR OF ALVAREZ & MARSAL NORTH AMERICA, LLC IN SUPPORT OF CONFIRMATION OF THE DEBTORS' AMENDED JOINT CHAPTER 11 PLAN

I, Joseph J. Sciametta, hereby declare that the following is true and correct to the best of my knowledge, information and belief:

Background and Qualifications

- 1. I am a Managing Director with Alvarez & Marsal North America, LLC ("<u>A&M</u>"), a restructuring advisory services firm specializing in interim management, crisis management, turnaround consulting, operational due diligence, creditor advisory services and financial and operational restructuring, and a financial advisor to the Debtors.
- 2. Since the Debtors engaged A&M in November of 2022, I have worked closely with the Debtors and the Debtors' other advisors. I have over twenty years of distressed company advisory experience, through roles in both senior management and as a restructuring advisor. I have substantial experience helping financially distressed companies stabilize their financial condition, analyze their operations, and develop business plans to accomplish the necessary restructuring of their operations and finances. I have advised clients in numerous major

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (as applicable), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564); Genesis Asia Pacific Pte. Ltd. (2164R). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

bankruptcy cases, including *In re Lehman Brothers Holdings, Inc.*, No. 08-13555 (MG) (Bankr. S.D.N.Y. 2008); *In re Centric Brands, Inc.*, No. 20-22637 (SHL) (Bankr. S.D.N.Y. 2020); *In re Nielsen & Bainbridge, LLC.*, No. 23-90071 (DRJ) (Bankr. S.D. Tex. 2023); *In re Bristow Group, Inc.*, No. 19-32713 (DRJ) (Bankr. S.D. Tex. 2019); *In re PES Holdings, LLC*, No. 19-11626 (KG) (Bankr. D. Del. 2019); *In re Lucky's Market Parent Company, LLC*, No. 20-10166 (JTD) (Bankr. D. Del. 2019) *In re USA Discounters, LTD*, No. 15-11755 (CSS) (Bankr. D. Del. 2015); *In re Aleris International, Inc.*, No. 09-10478 (BLS) (Bankr. D. Del. 2009); and *In re Interstate Bakeries Corp.*, No. 04-45814 (JWV) (Bankr. W.D. Mo. 2004). I received my bachelor's degree and Master of Business Administration from Fairfield University.

- 3. I am generally familiar with the operations and affairs of the Debtors. I submit this declaration (the "Declaration") in support of confirmation of the *Debtors' Amended Joint Chapter* 11 Plan, dated November 28, 2023 (ECF No. 989, as it may be supplemented or amended, the "Plan").²
- 4. Except as otherwise noted herein, the facts set forth in this Declaration are based upon my personal knowledge, information provided to me by the Debtors' representatives or advisors, my discussions with employees of A&M working directly with me or under my supervision or direction, or my review of relevant documents. In making this Declaration, I have relied in part on information and material that the Debtors' representatives and advisors have gathered, prepared, verified and provided to me, for my benefit in preparing this Declaration. I am not being compensated for this testimony other than through payments received by A&M in

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Plan or the Disclosure Statement.

its capacity as financial advisor to the Debtors. If I were called to testify as a witness in this matter, I would testify competently to the facts set forth herein.

5. As part of our financial advisory work for the Debtors, in consultation with the Debtors' legal advisors and under my supervision, A&M prepared (i) the financial projections filed on December 6, 2023 as Exhibit D to the Disclosure Statement (the "Financial Projections"); (ii) the illustrative range of recoveries, reflecting a range of recoveries based on changes in the pricing for the Debtors' assets and liabilities, filed on December 6, 2023 as Exhibit E to the Disclosure Statement (the "Illustrative Range of Recoveries"); (iii) the updated illustrative recovery analysis, based on December 31, 2023 pricing for the Debtors' assets and liabilities and other adjustments set forth therein, attached hereto as Exhibit 1 (the "Revised Recovery Analysis"); and (iv) the liquidation analysis filed on December 6, 2023 as Exhibit C to the Disclosure Statement (the "Liquidation Analysis"). My testimony is informed by each of these analyses.

A. Financial Projections

- 6. The Financial Projections reflected the Debtors' good faith estimate of the net assets available for distribution (the "Estimated Net Assets Available for Distributions") based on the assumptions set forth therein and information available at the time, including the pricing of the Debtors' Digital Assets.
- 7. Among other things, the Financial Projections assumed that all assets of each Debtor entity will be distributed during the twenty-four months following December 31, 2023 (the "Projection Period"). While many of the Debtors' assets would be available for immediate distribution under the terms of the Plan, certain assets may take additional time to distribute.

Unless otherwise noted, all amounts included in the Financial Projections have not been discounted to present values.

- 8. The Financial Projections did not include estimates for the value of certain assets that are currently subject to dispute or to which the recoveries are otherwise uncertain, including insurance claims, certain receivables from DCG, and litigation claims that might be pursued in connection with the Litigation Reserve. Any recovery on these assets would increase the Estimated Net Assets Available for Distributions relative to what has been included in the Financial Projections in both the high case and the low case.
- 9. To calculate the Estimated Net Assets Available for Distributions in the low and high cases, Digital Assets (including loans and collateral denominated in Digital Assets) were valued using trading prices as of September 30, 2023 00:00 UTC, except in the low case where loans and collateral pledged were valued using trading prices as of 11:11 pm EST on the Petition Date of January 19, 2023 ("Petition Date Digital Asset Prices").
- 10. The Financial Projections do not include the effect of taxes payable in connection with the Debtors' dispositions of Digital Assets, GBTC, or ETHE as part of a rebalancing, if any. If applicable, such taxes would reduce the amount of Distributable Assets, potentially by a material amount.

B. Illustrative Range of Recoveries

11. The Illustrative Range of Recoveries was filed on December 6, 2023 and was developed as a series of pricing adjustments to the Financial Projections given the volatile pricing of Digital Assets. The Illustrative Range of Recoveries adjusted the pricing assumption in the Financial Projections to reflect a range of recoveries as if the pricing of Digital Assets (including the value of certain loans, interest and collateral receivable) that were previously priced as of

September 30, 2023 00:00 UTC were priced as of August 31, 2023 and October 31, 2023 using trading prices as of 00:00 UTC. All other assumptions in the Financial Projections similarly applied to the Illustrative Range of Recoveries.

C. Revised Recovery Analysis

- 12. At the request of the Debtors' legal advisor, my team prepared the Revised Recovery Analysis in January 2024. The Revised Recovery Analysis reflects, among other things, December 31, 2023 pricing for Digital Assets (including the value of certain loans, interest and collateral receivable) and the application of the Distribution Principles.
- 13. The Revised Recovery Analysis also reflects the application of the Setoff Principles for Allowance of Certain Claims filed by the Debtors as Exhibit M to the Plan Supplement (the "Setoff Principles") in both the high case and the low case. Those creditors listed on Exhibit 1 to the Setoff Principles represent the full universe of creditors subject to the Setoff Principles for which the exercise of setoff rights would result in a net claim against the Debtors. There are also eight (8) claimants whose Claims are not covered by the Setoff Principles, notwithstanding that such claimants and the Debtors have mutually owing obligations, because the Debtors would have a net asset receivable from such counterparty regardless of whether the Setoff Principles were applied or more contemporaneous pricing data were used.
- 14. The two largest assumptions accounting for the difference between the high cases and low cases in the Revised Recovery Analysis are primarily:
 - (a) the low case scenario assumes that the Gemini Deficiency Claim Determination is determined in favor of Gemini, such that the Gemini GBTC Shares are valued at \$9.20 per share, whereas the high case scenario assumes that the Gemini Deficiency Claim Determination is determined in favor of the Debtors, such that the

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Gemini GBTC Shares are valued at December 31, 2023 prices (the "Gemini GBTC Shares Assumptions");

- (b) the low case scenario values the DCG Note at approximately \$109 million whereas the high case scenario values the DCG Note at approximately \$356 million (the "DCG Note Assumptions").³
- 15. In addition, it is my understanding from the Debtors' legal advisor that Governmental Units have filed Proofs of Claim asserting Claims against the Debtors in an aggregate amount in excess of \$32 billion dollars in these Chapter 11 Cases (collectively, the "Asserted Government Claims"). The amount of the Asserted Government Claims far exceeds the Debtors' assets available for distribution. For purposes of the Revised Recovery Analysis, the Asserted Government Claims are assumed to be subordinated to Allowed General Unsecured Claims against the Debtors and, as such, are not assumed to receive any recoveries after application of the Distribution Principles in either the high case or the low case. However, if such Asserted Government Claims were treated as Allowed General Unsecured Claims, the recoveries in both the low case and the high case would be materially lower than as depicted in the Revised Recovery Analysis.
- 16. Moreover, the value of the Debtors' assets, including their Digital Assets, GBTC shares, and ETHE shares, and Claims denominated in Digital Assets could rise or fall significantly given the volatility of such assets. The estimated recoveries shown in the Revised Recovery Analysis could materially shift due to changes in the pricing of such assets.
- 17. The Revised Recovery Analysis uses the term "Dollarized Claims" to refer to the value of the Claims asserted against the Debtors based on the Petition Date Value (as defined in

The estimated illustrative valuation used in the Illustrative Range of Recoveries and the Financial Projections is not a prediction or guarantee of the market value of the DCG Note or the price at which the DCG Note may be sold.

the Distribution Principles) of the Claims. The Revised Recovery Analysis uses the term "Incremental In-Kind Claims" to refer to the difference between (i) the value of the Claims asserted against the Debtors using December 31, 2023 prices for Claims denominated in Digital Assets and (ii) the Dollarized Claims.

In the low case, the Revised Recovery Analysis estimates that Holders of Allowed General Unsecured Claims could receive up to a 91.6% recovery on their Dollarized Claims, with no additional value available to pay the Incremental In-Kind Claims. In the high case, the Revised Recovery Analysis estimates that Holders of Allowed General Unsecured Claims could receive up to a 100% recovery on their Dollarized Claims. Applying the Distribution Principles, Holders of Claims denominated in Digital Assets would receive an estimated 48.9% recovery in respect of their Incremental In-Kind Claims, resulting in total in-kind recoveries of approximately 77% for such Claims.

D. Liquidation Analysis

19. The Liquidation Analysis was filed on December 6, 2023 and presented a good-faith estimate of recovery values based upon a hypothetical liquidation of the Debtors' estates under a scenario where the Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code on or about December 31, 2023 (the "Conversion Date") and a chapter 7 trustee (the "Chapter 7 Trustee") is appointed to sell or otherwise monetize the assets of the Debtors and distribute the proceeds to creditors. The Liquidation Analysis was developed as a series of chapter

Total in-kind recoveries for Gemini Lender Claims are estimated at approximately 85% in the Revised Recovery Analysis because such Claims are comprised of both Claims denominated Digital Assets as well as Claims denominated in Cash or Stablecoins.

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7 adjustments to the Financial Projections and, subject to certain exceptions described therein, adopts the assumptions in the Financial Projections.

- 20. The Liquidation Analysis assumed that the fees of the Chapter 7 Trustee will be equal to approximately 3% of the Estimated Net Assets Available for Distributions. Based on that assumption and the pricing of Digital Assets, GBTC shares and ETHE shares as of September 30, 2023, if the Chapter 7 Trustee were to sell the Debtors' Digital Assets, GBTC shares and ETHE shares to make distributions in a chapter 7 liquidation, the Chapter 7 Trustee would incur fees up to approximately \$39 million that would not be incurred under the Plan. Given that the value of the Debtors' Digital Assets, GBTC shares and ETHE shares has risen since September 30, 2023, the Chapter 7 Trustee fee would be even higher than the estimate in the Liquidation Analysis.
- 21. The Liquidation Analysis assumes that, following the appointment of the Chapter 7 Trustee, the Chapter 7 Trustee would hire new professionals who would be unfamiliar with the complexities of the Debtors' assets, operations, and asserted claims and, as such, would likely require significant time to obtain the knowledge commensurate with that of the Debtors' existing professionals. Accordingly, the Liquidation Analysis assumes that incremental professional fees would be incurred in a chapter 7 liquidation. The Liquidation Analysis assumes little or no reduction in the operating costs that the Chapter 7 Trustee would incur as compared to the Plan.
- 22. The Liquidation Analysis shows that a chapter 7 conversion could add \$75 \$81 million of costs across all Debtors, which costs could be greater at current asset prices.
- 23. In addition, the Liquidation Analysis assumes that recoveries in a chapter 7 liquidation scenario could be further reduced as a Chapter 7 Trustee would be unlikely to have the

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knowledge of the Debtors' businesses and assets that is required to maximize the proceeds from

the Debtors' assets (but does not estimate the magnitude by which recoveries could be reduced).

24. Based on a comparison of the Revised Recovery Analysis to the Liquidation

Analysis, including the assumptions made therein and the additional assumption that a Chapter 7

Trustee would follow a distribution scheme comparable to the Distribution Principles, the Plan

will provide Holders of Allowed Claims and Interests with a recovery that is not less than what

they would otherwise receive pursuant to a liquidation of the Debtors under chapter 7 of the

Bankruptcy Code.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of

the United States of America that the foregoing is true and correct to the best of my knowledge,

information, and belief.

Dated: February 15, 2024

New York, NY

/s/ Joseph J. Sciametta

Name:

Joseph J. Sciametta Managing Director

Title: Managing Di

Alvarez & Marsal

Financial Advisor to the

Debtors

9

Exhibit 1

Revised Recovery Analysis

Genesis Global Capital

High Case No-Deal Recoveries

January 2024

Disclaimer

In connection with developing the Debtors' Amended Joint Chapter 11 Plan (as may be amended, modified, or supplemented from time to time and including all exhibits thereto, the "Amended Plan"), the Debtors, with the assistance of their advisors, prepared the following illustrative recovery analysis under the Amended Plan (the "Revised Recovery Analysis"). The Revised Recovery Analysis reflects the Debtors' good faith estimate of the expected cash and assets, including Digital Assets, available for distribution from the Wind-Down Debtors after the transactions contemplated by the Amended Plan.

While the Revised Recovery Analysis has been prepared based on Digital Asset prices as of a select date, there can be no assurances that future assets prices could be significantly higher or lower than the range of prices reflected in the Revised Recovery Analysis, and as such, actual recoveries could be materially different than those reflected in the Revised Recovery Analysis. Although the Debtors and their advisors have prepared the Revised Recovery Analysis, and related Financial Projections, in good faith and believe the assumptions to be reasonable, it is important to note that the Debtors and their advisors can provide no assurance that such assumptions will be realized.

As described in detail in the Disclosure Statement, a variety of risk factors could affect the Debtors' financial results and must be considered. Accordingly, the Revised Recovery Analysis should be reviewed in conjunction with a review of the risk factors set forth in the Disclosure Statement and the assumptions described herein, including all relevant qualifications and footnotes.

The Revised Recovery Analysis should not be regarded as a representation or warranty by the debtors, the wind-down debtors, or any other person as to the accuracy of the revised recovery analysis, or the related financial projections, or that the Revised Recovery Analysis will be realized. Nothing contained in the Revised Recovery Analysis shall constitute a waiver or admission by the debtors in any respect, including without limitation, with respect to matters involving objections to claims, substantive consolidation, equitable subordination, defenses, any asserted rights of or purported exercise of foreclosure, setoff or recoupment, or any other relevant applicable laws, and the debtors reserve all rights and defenses relating to any of the assumptions made herein. The Revised Recovery Analysis were not prepared with a view toward compliance with the guidelines established by the American Institute of Certified Public Accountants (the "AICPA"), the Financial Accounting Standards Board (the "FASB"), or the rules and regulations of the Securities and Exchange Commission. Furthermore, the Revised Recovery Analysis has not been audited, reviewed, or subjected to any procedures designed to provide any level of assurance by the debtors' independent public accountants.

While The Revised Recovery Analysis presents both near-term and long-term assets and related distributions, the Company nor advisors have assessed the timing of potential distributions as part of this Revised Recovery Analysis and make no representations with respect to the timing of distributions. The presentation of near-term and long-term assets in the Revised Recovery Mosel has been presented as such for comparative purposes only, as depicted in prior versions of various recovery analyses.

No Deal - High Case

No Deal High Case - Summary of Recoveries (\$mm)						
Recoveries by Class	USD/Stable	втс	ETH	Alt Coin	Gemini	Total
Near-Term Distribution After Rebalancing ⁽¹⁾	\$864.7	\$734.8	\$333.1	\$99.4	\$ -	\$2,032.0
(+) Long-Term Distribution After Rebalancing ⁽²⁾	758.6	644.7	292.2	87.2		1,782.7
Total Distribution After Rebalancing	\$1,623.2	\$1,379.5	\$625.4	\$186.7	\$ -	\$3,814.7
Dollarized Claims ⁽³⁾	\$1,240.1	\$1,053.8	\$477.7	\$142.6	-	\$2,914.2
Incremental In-Kind Claims ⁽⁴⁾	0.0	1,026.5	212.6	150.8	450.8	1,840.7
Total Amount of In-Kind Claims	\$1,240.1	\$2,080.3	\$690.4	\$293.4	\$450.8	\$4,754.9
Total Recovery on Dollarized Claims \$	\$1,240.1	\$1,053.8	\$477.7	\$142.6	\$ -	\$2,914.2
Total Recovery on Incremental In-Kind Claims \$	_	502.2	104.0	73.8	220.5	900.5
Total In-Kind Recovery \$ ⁽⁵⁾	\$1,240.1	\$1,556.0	\$581.8	\$216.4	\$220.5	\$3,814.7
Total Recovery on Dollarized Claims %	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Total Recovery on Incremental In-Kind Claims %	0.0%	48.9%	48.9%	48.9%	48.9%	48.9%

- (1) Digital assets in wallets priced as of 12/31/23 BTC (\$42,288), ETH (\$2,281), GBTC (\$34.6); No Deal scenario assumes no opt-in benefit to creditors
- (2) Assumes high end of an NPV range for a 9 year 1% PIK interest note
- Gemini reflected as their own class on a net basis; Assumes negotiated set-off at 12/31 prices (\$34.62 per share for total collateral value of \$1,070 million)
- Reflects current values associated with 3rd party net claims repriced to 12/31; Gemini assumes both borrows and GBTC set-off priced as of 12/31
- (5) Total In-Kind Recovery for digital creditors, excluding Gemini, would be ~77% on the Total Amount of In-Kind Claims (inclusive of the Total Recovery on Incremental In-Kind Claims percentage). For Gemini, the Total In-Kind Recovery would be ~85% on the Total Amount of In-Kind Claims as Gemini claim is comprised of both digital and USD/Stable Coin denominated claims (assuming a 100% recovery on ~\$1.05 billion of dollarized claims via GBTC collateral)

Genesis Global Capital

No Deal - High Case

Illustrative Petition Date Claims (\$mm)						
Petition Date Claims	USD/Stable	втс	ETH	Alt Coin	Gemini	Total
GGC 3rd Party Claims ⁽¹⁾	\$934.7	\$1,017.4	\$455.0	\$129.6	\$ -	\$2,536.8
(+) GGC Interco Claims ⁽²⁾	11.0	32.4	22.7	9.4		75.4
(+) GAP Claims ⁽³⁾	19.3	4.0	-	3.6	-i	27.0
(+) Illustrative Additional Claims ⁽⁴⁾	275.0	-	-	-	-j	275.0
Total Petition Date Claims	\$1,240.1	\$1,053.8	\$477.7	\$142.6	\$ -	\$2,914.2
(x) Illustrative Opt-In %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Illustrative Opt-In Claims	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Petition Date Claims Prior to Opt-In (+/-) Opt-In Claims ⁽⁵⁾	\$1,240.1	\$1,053.8 -	\$477.7	\$142.6 -	\$ -	\$2,914.2 -
Petition Date Dollarized Claims	\$1,240.1	\$1,053.8	\$477.7	\$142.6	\$ -	\$2,914.2
Incremental In-Kind Claims ⁽⁶⁾	0.0	1,026.5	212.6	150.8	450.8	1,840.7
Total Non-Dollarized Claims	1,240.1	2,080.3	690.4	293.4	450.8	4,754.9

- (1) Assumes Gemini collateral set-off using \$34.62 GBTC price (total of \$1070 million) while all other liabilities are priced as of 1/19/23
- (2) No Deal scenario assumes \$63mm residual Luno claim is included
- (3) Excludes Redacted for PII claim of ~\$31 million which is subject to dispute
- (4) Includes \$175mm FTX claims and \$100mm of contingency claims (inclusive of 3AC claims)
- (5) No Deal scenario assumes no opt-in benefit to creditors
- (6) Reflects current values associated with 3rd party net claims repriced to 12/31; Gemini assumes both borrows and GBTC set-off priced as of 12/31

Illustrative No Deal High Case Creditor Recoveries - No Opt-In

Near-Term Distribution (\$mm)							
Near-Term Assets	USD/Stable	втс	ETH	Alt Coin	Gemini	Total	
GGC Liquid Assets as of 12/31/23	\$809.2	\$533.0	\$270.9	\$117.4	\$ -	\$1,730.5	
(+) GBTC Near-Term Distribution ⁽¹⁾	-	239.7	-	-		239.7	
(+) ETHE Near-Term Distribution ⁽¹⁾	4	_	60.3	-		60.3	
(+) GAP Liquid Assets	0.1	0.4	0.0	0.0	-j	0.5	
(+) GAP Interco Receivables	5.2	-	-	-	-[5.2	
(+) GGCI Intercompany Receivable	92.9	-	-	-		92.9	
(+) GGH Receivable (includes GGML roll-up)	70.5			H	=	70.5	
(-) Case Expenses	(74.1)	-	-	-	-1	(74.1)	
(-) Wind-Down & Distribution Expenses	(53.5)	=	=	<u> </u>	-i	(53.5)	
(-) Litigation Reserve	(40.0)	=	-	-	-	(40.0)	
(+) DCG May Loans ⁽²⁾	-	=	=	-	-!	-	
Near-Term Distribution Before Rebalancing	\$810.2	\$773.2	\$331.2	\$117.4	\$ -	\$2,032.0	
(+/-) Rebalancing ⁽³⁾	54.4	(38.4)	1.9	(18.0)	-1	(0.0)	
(-) Funding of Opt-In Premium ⁽⁴⁾	-	-	-	-		-	
Remaining Near-Term Distribution to Non-Opt-In Claim	\$864.7	\$734.8	\$333.1	\$99.4	-	\$2,032.0	
Near-Term Recovery by Class					į		
Near-Term Distribution After Rebalancing	\$864.7	\$734.8	\$333.1	\$99.4	\$ -	\$2,032.0	
(/) Petition Date Claims After Opt-In	1,240.1	1,053.8	477.7	142.6	- 1	2,914.2	
Near-Term Recovery % by Class	69.7%	69.7%	69.7%	69.7%	0.0%	69.7%	

⁽¹⁾ Assumes the maximum number of GBTC/ETHE shares that can be liquidated in the near term equals 1% of the respective total shares outstanding

⁽²⁾ Reflects full paydown of DCG loans matured in May 2023; final payment received on 1/6/24 and reflected in liquid assets

⁽³⁾ Reflects the rebalancing required to equalize recoveries across classes; Assumes no near-term opt-in distribution

⁽⁴⁾ No funding of opt-in premium in a no-deal plan

Illustrative No Deal High Case Creditor Recoveries - No Opt-In

No Deal - High Case

Long-Term Distribution (\$mm)						
Long-Term Assets	USD/Stable	втс	ETH	Alt Coin	Gemini	Total
GBTC/ETHE/ETCG Long-Term Distribution ⁽¹⁾	-	\$1,004.5	\$144.6	_	-	\$1,149.1
(+) DCG Promissory Note NPV ⁽²⁾	356.0	=	=	H		356.0
(+) Net Third-Party Loans Receivable	(0.0)	0.1	114.8	1.0	-1	115.8
(+) Net Collateral Receivable - GGC	-	20.0	-	-	-i	20.0
(+) Net Collateral Receivable - GAP	J	53.5	48.7	-	-j	102.2
(+) Interest Receivable	0.1	0.2	2.1	0.2	-[2.6
(+) Moonalpha Recovery	37.0	=	=	-	-	37.0
Long-Term Distribution Before Reallocation	\$393.0	\$1,078.3	\$310.2	\$1.2	\$ -	\$1,782.7
(+/-) GBTC/ETHE Reallocation	\$489.0	(\$589.0)	\$43.8	\$56.2	-i	(\$0.0)
(+/-) DCG Promissory Note NPV Reallocation	(204.5)	128.7	58.4	17.4	-i	-
(+/-) Net Third-Party Loans Reallocation	49.3	41.8	(95.8)	4.6	-1	(0.0)
(+/-) Net Collateral Receivable - GGC	8.5	(12.8)	3.3	1.0	-!	(0.0)
(+/-) Net Collateral Receivable - GAP	43.5	(16.5)	(32.0)	5.0	-	(0.0)
(+/-) Interest Receivable Reallocation	1.0	0.7	(1.7)	(0.0)	-	(0.0)
(+/-) Moonalpha Recovery Reallocation	(21.2)	13.4	6.1	1.8	-1	(0.0)
Total Reallocations ⁽³⁾	\$365.6	(\$433.6)	(\$18.0)	\$86.0	\$ -	(\$0.0)
Adjusted Long-Term Distribution After Reallocation						
GBTC/ETHE Long-Term Distribution	\$489.0	\$415.5	\$188.4	\$56.2	-Î	\$1,149.1
DCG Promissory Note NPV	151.5	128.7	58.4	17.4	<u>-</u> İ	356.0
Net Third-Party Loans Receivable	49.3	41.9	19.0	5.7		115.8
Net Collateral Receivable - GGC	8.5	7.2	3.3	1.0	-	20.0
Net Collateral Receivable - GAP	43.5	37.0	16.8	5.0	-i	102.2
Interest Receivable	1.1	1.0	0.4	0.1	_[2.6
Moonalpha Recovery	15.7	13.4	6.1	1.8		37.0
Long-Term Distribution After Reallocation	\$758.6	\$644.7	\$292.2	\$87.2	\$ -	\$1,782.7

Notes:

- (1) GBTC and ETHE/ETCG illustratively reflected as BTC and ETH assets, respectively
- (2) Based on high end of an NPV range for a 9 year 1% PIK interest note
- (3) Reflects the pro-rata allocation of assets to claims based on petition date claim amounts

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Genesis Global Capital

Low Case No-Deal Recoveries

January 2024

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Illustrative No Deal Low Case Creditor Recoveries - No Opt-In

Genesis Global Capital

No Deal - Low Case

No Deal Low Case - Summary of Recoveries (\$mm)						
Recoveries By Class	USD/Stable	втс	ETH	Alt Coin	Gemini	Total
Near-Term Distribution After Rebalancing ⁽¹⁾ (+) Long-Term Distribution After Rebalancing ⁽²⁾	\$692.9 469.4	\$582.1 394.3	\$260.8 176.7	\$78.4 53.1	\$417.9 283.1	\$2,032.0 1,376.6
Total Distributions After Rebalancing	\$1,162.3	\$976.4	\$437.4	\$131.5	\$701.0	\$3,408.6
Dollarized Claims ⁽³⁾ Incremental In-Kind Claims ⁽⁴⁾	\$1,269.4 -	\$1,066.4 1,039.1	\$477.7 212.6	\$143.6 152.6	\$765.6 341.6	\$3,722.7 1,745.8
Total Amount if In-Kind Claims	\$1,269.4	\$2,105.5	\$690.4	\$296.2	\$1,107.2	\$5,468.6
Total Recovery on Dollarized Claims \$ Total Recovery on Incremental In-Kind Claims \$	\$1,162.3	\$976.4 -	\$437.4	\$131.5 -	\$701.0 -	\$3,408.6
Total In-Kind Recovery \$	\$1,162.3	\$976.4	\$437.4	\$131.5	\$701.0	\$3,408.6
Total Recovery on Dollarized Claims % Total Recovery on Incremental In-Kind Claims %	91.6% 0.0%	91.6% 0.0%	91.6% 0.0%	91.6% 0.0%	91.6% 0.0%	91.6% 0.0%

- (1) Digital assets in wallets priced as of 12/31/23 BTC (\$42,288), ETH (\$2,281), GBTC (\$34.6); Low case assumes no opt-in distribution
- (2) Assumes low range of NPV on the 9-year 1% PIK interest DCG promissory note
- Gemini reflected as their own class on a net basis; Assumes set-off at 11/16 prices (\$9.20 per share for total collateral value of \$284 million)
- (4) Reflects current values associated with 3rd party net claims repriced to 12/31

Illustrative No Deal Low Case Creditor Recoveries - No Opt-In

Genesis Global Capital

No Deal - Low Case

	Illustrative Petitio	n Date Claims (\$r	nm)			
Petition Date Claims	USD/Stable	ВТС	ETH	Alt Coin	Gemini	Total
GGC 3rd Party Claims ⁽¹⁾	\$935.0	\$1,025.8	\$455.0	\$130.6	\$765.6 I	\$3,312.2
(+) GGC Interco Claims ⁽²⁾	12.9	32.4	22.7	9.4	_	77.3
(+) GAP Claims ⁽³⁾	46.4	8.1	-	3.6	-	58.2
(+) Illustrative Additional Claims ⁽⁴⁾	275.0	E.) in the second	Œ	<u>-</u> İ	275.0
Total Petition Date Claims	\$1,269.4	\$1,066.4	\$477.7	\$143 <u>.6</u>	\$76 <u>5</u> .6	\$3,722.7
(x) Illustrative Opt-In %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Illustrative Opt-In Claims	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Petition Date Claims Prior to Opt-In (+/-) Opt-In Claims ⁽⁵⁾	\$1,269.4 -	\$1,066.4 -	\$477.7	\$143.6 -	\$765.6 -	\$3,722.7
Petition Date Claims After Opt-In	\$1,269.4	\$1,066.4	\$477.7	\$143.6	\$765.6	\$3,722.7
Incremental In-Kind Claims ⁽⁶⁾	-	1,039.1	212.6	152.6	341.6	1,745.8
Total Non-Dollarized Claims	1,269.4	2,105.5	690.4	296.2	1,107.2	5,468.6

- (1) Assumes Gemini collateral set-off using \$9.20 GBTC price (total of \$284 million) while all other liabilities are priced as of 1/19/23
- (2) No Deal scenario assumes \$63mm residual Luno claim is included
- (3) Includes Redacted for PII claim of ~\$31 million which is subject to dispute
- (4) Includes \$175mm FTX claims and \$100mm of contingency claims (inclusive of 3AC claims)
- (5) No Deal scenario assumes no opt-in benefit to creditors
- (6) Reflects current values associated with 3rd party net claims repriced to 12/31

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Illustrative No Deal Low Case Creditor Recoveries - No Opt-In

Genesis Global Capital

No Deal - Low Case

Near-Term Distribution (\$mm)							
Near-Term Assets	USD/Stable	ВТС	ETH	Alt Coin	Gemini	Total	
GGC Liquid Assets as of 12/31/23	\$809.2	\$533.0	\$270.9	\$117.4	\$ -	\$1,730.5	
(+) GBTC Near-Term Distribution ⁽¹⁾	_	239.7	_	_	_ <u>i</u>	239.7	
(+) ETHE Near-Term Distribution ⁽¹⁾	_	-	60.3	-	-	60.3	
(+) GAP Liquid Assets	0.1	0.4	0.0	0.0	-	0.5	
(+) GAP Interco Receivables	5.2	=	5	=	=i	5.2	
(+) GGCI Intercompany Receivable	92.9	-	-	-	-!	92.9	
(+) GGH Receivable (includes GGML roll-up)	70.5	-	-	-	-	70.5	
(-) Case Expenses	(74.1)		*	=	-	(74.1)	
(-) Wind-Down & Distribution Expenses	(53.5)	~	_	-	-i	(53.5)	
(-) Litigation Reserve	(40.0)	-	-	-	-j	(40.0)	
(+) DCG May Loans ⁽²⁾	*	*	=	-	-	-	
Near-Term Distribution Before Rebalancing	\$810.2	\$773.2	\$331.2	\$117.4	\$ -	\$2,032.0	
(+/-) Rebalancing ⁽³⁾	(117.4)	(191.1)	(70.4)	(39.0)	417.9	-	
(-) Funding of Opt-In Premium	-	-	-	-	-	-	
Remaining Near-Term Distribution to Non-Opt-In Claim	\$692.9	\$582.1	\$260.8	\$78.4	\$417.9	\$2,032.0	
Near-Term Recovery by Class					į		
Near-Term Distribution After Rebalancing	\$692.9	\$582.1	\$260.8	\$78.4	\$417.9	\$2,032.0	
(/) Petition Date Claims After Opt-In	1,269.4	1,066.4	477.7	143.6	765.6	3,722.7	
Near-Term Recovery % by Class	54.6%	54.6%	54.6%	54.6%	54.6%	54.6%	

⁽¹⁾ Assumes the maximum number of GBTC/ETHE shares that can be liquidated in the near term equals 1% of the respective total shares outstanding

⁽²⁾ Reflects full paydown of DCG loans matured in May 2023; final payment received on 1/6/24 and reflected in liquid assets

⁽³⁾ Reflects the rebalancing required to equalize recoveries across classes

Genesis Global Capital Illustrative No Deal Low Case Creditor Recoveries - No Opt-In

No Deal - Low Case

Long-Term Distribution (\$mm)							
Long-Term Assets	USD/Stable	ВТС	ETH	Alt Coin	Gemini	Total	
GBTC/ETHE/ETCG Long-Term Distribution ⁽¹⁾	-	\$1,004.5	\$144.6		-i	\$1,149.1	
(+) DCG Promissory Note NPV ²⁾	109.0	_	_	-	-1	109.0	
(+) Net Third-Party Loans Receivable	=	0.1	114.8	1.0	4	115.9	
(+) Interest Receivable	0.1	0.2	2.1	0.2	-	2.6	
Long-Term Distribution Before Reallocation	\$109.1	\$1,004.8	\$261.5	\$1.2	\$ -	\$1,376.6	
(+/-) GBTC/ETHE Reallocation	\$391.8	(\$675.4)	\$2.9	\$44.3	\$236.3	-	
(+/-) DCG Promissory Note NPV Reallocation	(71.8)	31.2	14.0	4.2	22.4	-	
(+/-) Net Third-Party Loans Reallocation	39.5	33.1	(99.9)	3.4	23.8		
(+/-) Interest Receivable Reallocation	0.8	0.5	(1.8)	(0.1)	0.5	0.0	
Total Reallocations ⁽³⁾	\$360.3	(\$610.5)	(\$84.8)	\$51.9	\$283.1	\$0.0	
Adjusted Long-Term Distribution After Reallocation							
GBTC/ETHE Long-Term Distribution	\$391.8	\$329.2	\$147.5	\$44.3	\$236.3	\$1,149.1	
DCG Promissory Note NPV	37.2	31.2	14.0	4.2	22.4	109.0	
Net Third-Party Loans Receivable	39.5	33.2	14.9	4.5	23.8	115.9	
Interest Receivable	0.9	0.8	0.3	0.1	0.5	2.6	
Long-Term Distribution After Reallocation	\$469.4	\$394.3	\$176.7	\$53.1	\$283.1	\$1,376.6	

- (1) GBTC and ETHE/ETCG illustratively reflected as BTC and ETH assets, respectively
- (2) Based on low end of an NPV range for a 9 year 1% PIK interest note
- (3) Reflects the pro-rata allocation of assets to claims based on petition date claim amounts

Exhibit D

Aronzon Declaration

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11

Genesis Global Holdco, LLC, et al., 1

Case No.: 23-10063 (SHL)

Debtors.

Jointly Administered

DECLARATION OF PAUL ARONZON, MEMBER OF THE SPECIAL COMMITTEE OF BOARD OF DIRECTORS OF GENESIS GLOBAL HOLDCO, LLC, IN SUPPORT OF CONFIRMATION OF THE DEBTORS' CHAPTER 11 PLAN

I, Paul Aronzon, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

Background and Qualifications

- 1. I am a member of the Special Committee of Board of Directors (the "Special Committee") of Genesis Global Holdco, LLC, a limited liability company organized under the laws of Delaware ("GGH"), which owns 100% of the interest in Genesis Global Capital, LLC ("GGC"), Genesis Asia Pacific PTE. Ltd. ("GAP" and collectively with GGH and GGC, the "Debtors") and GGH's other, non-debtor subsidiaries (collectively with the Debtors, the "Company"). I was appointed to GGH's Board of Directors and the Special Committee on November 18, 2022.
- 2. I have over 40 years of experience as a lead advisor in corporate reorganizations, including extensive experience advising companies, boards and board committees, independent

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (as applicable), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564); Genesis Asia Pacific Pte. Ltd. (2164R). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10003.

directors, sponsors, debtors, creditors, parties acquiring debt, assets, or companies, and other parties in corporate transactions. I was admitted to practice law in 1979 and, prior to placing my license on inactive status in 2021, was licensed to practice in California, New York, and Washington D.C. I joined Milbank LLP, an international law firm, in 1989 as a partner in the firm's Global Financial Restructuring Group and Los Angeles office. I stayed at the firm until 2006, when I left to join Imperial Capital, as an Executive Vice President and Managing Director. At Imperial Capital, I was co-head of the corporate finance business, including managing groups in restructurings, financings, mergers and acquisitions and valuations. In 2008, I returned to Milbank where I was the co-managing partner of the Los Angeles office and co-leader of Milbank's Global Financial Restructuring Group. I retired from Milbank in 2019. Over the course of my legal career, I have advised companies, boards, board committees, independent directors, sponsors, parties acquiring assets, debt, or companies, and others in transactions across a wide array of industries.

- 3. Between 2019 and the present, I have served on numerous boards of companies as an independent director, including WeWork, Brilliant National Services, Inc., Dura-Line, Innovations in Nutrition and Wellness, Floatel International, Noble Corporation and Revlon, Inc. among others.
- 4. I submit this declaration (the "<u>Declaration</u>") in support of confirmation of the *Debtors' Amended Joint Chapter 11 Plan*, dated November 28, 2023 (ECF No. 989, as it may be supplemented or amended, the "Plan").²
- 5. Except as otherwise indicated, all statements in this Declaration are based upon my personal knowledge attained while working with the Debtors, my discussions with other members

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Plan.

of the Debtors' team and the Debtors' advisors, my review of relevant documents, and my views based upon my experience.

6. To the extent that the Debtors learn that any information provided herein is materially inaccurate, the Debtors will act promptly to notify the Court and other parties; however, I believe all information herein to be true to the best of my knowledge, information, and belief. I am authorized to submit this Declaration on behalf of the Debtors and, if called upon to testify, I could and would testify competently to the facts set forth herein.

The Special Committee

- 7. The Special Committee was formed in November 2022; I was appointed as a member of the Special Committee at its inception. The purpose of the Special Committee is to (i) evaluate on behalf of GGH or its subsidiaries various strategic alternatives or transactions involving the Company that affect the liquidity or balance sheet of the Company (collectively, the "Special Matters"), including, without limitation, the commencement of any financing, sale, restructuring, reorganization, liquidation, or other strategic alternatives or any transaction involving DCG and (ii) act on behalf of, and bind, the Company with respect to Special Matters as described in the Special Committee Charter.
- 8. Over the course of these Chapter 11 Cases, the Special Committee has been in regular contact with the Debtors' various professionals and advisors, including Cleary Gottlieb Steen & Hamilton LLP, Alvarez & Marshal North America, LLC, and Moelis & Company LLC, among others, including in regularly scheduled meetings (typically held weekly) and special meetings called as circumstances require. The Special Committee has received regular and frequent updates from the Debtors' advisors regarding the many topics we have worked on, including the Plan, the various plans that the Debtors were involved in formulating prior to the

Plan, settlement negotiations, litigation matters, claims disputes, the Special Committee's investigation, and more. The Special Committee is the final decision maker for the Special Matters.

Overview of the Plan

- 9. The Plan seeks to effectuate an orderly wind down of the Debtors and their Estates, with the objective of maximizing in-kind creditor recoveries, minimizing costs, and distributing property of the Estates in accordance with the Distribution Principles. I believe the Plan maximizes the value of the Debtors' Estates and provides as meaningful a recovery in maximum in-kind distributions to as many of the Debtors' stakeholders as is possible under the circumstances of these chapter 11 cases.
- 10. The Plan is the product of extensive, good faith, arms-length negotiations for more than a year among the Debtors and their key stakeholders, and implements various settlements on key issues among not only the Debtors and the Committee but also among the interests of various creditor groups. The Debtors, their advisors, and the Special Committee have worked tirelessly in the Chapter 11 Cases in an effort to maximize the value of the Estates. In my opinion, the Plan represents the best path available to expeditiously conclude these chapter 11 cases and maximize creditor recovery.

Plan Negotiations with Creditors and Other Parties in Interest

I. Events Leading up to the Petition Date

11. Since my appointment to the Special Committee, the Company has sought to reach a consensual restructuring of its obligations by engaging with numerous parties in interest, including various creditor groups and DCG. In particular, I understand that various ad hoc groups of lenders formed as early as November 2022. Initially, the Company negotiated with two ad hoc groups, one that was represented by Proskauer Rose LLP (the "Ad Hoc Group") and another that

was represented by Kirkland and Ellis LLP.³ In addition, as the Company engaged in discussions with the ad hoc groups, it also engaged in discussions with Gemini, the agent for various lenders under the Gemini Earn Program. The goal of these early discussions was to seek a solution that did not require the commencement of these Chapter 11 Cases.

- 12. Beginning on December 5, 2022, as part of these efforts to work towards a consensual and global restructuring, the Debtors provided advisors to the Ad Hoc Group with access to information on an advisors' eyes only basis to allow them to conduct diligence through a virtual dataroom (the "Genesis Dataroom"). Eventually, the Debtors executed confidentiality agreements with members of the Ad Hoc Group, allowing them to review certain materials directly as well. The Debtors also actively facilitated discussions among the various advisors to the Ad Hoc Group, Gemini and DCG, Holdco's corporate parent and the Debtors' largest borrower, resulting in the exchange of more than ten iterations of term sheets and proposals before the Petition Date. After the Petition Date, the Debtors continued to facilitate discussions among the Ad Hoc Group, Gemini and DCG.
- 13. Ultimately, those discussions did not lead to an actionable proposal and on January 19, 2023 the Debtors commenced the Chapter 11 Cases. On January 20, 2023, the Debtors filed a standalone *Debtors' Joint Chapter 11 Plan* (ECF No. 20) (the "<u>Initial Plan</u>") to provide a framework for a confirmable chapter 11 plan even in the absence of a global settlement.

II. Formation of the Committee

14. On February 3, 2023, the United States Trustee appointed the Committee.

Over time, the Ad Hoc Group represented by Proskauer Rose LLP became the dominant ad hoc group of GGC creditors and the group formed by Kirkland & Ellis disbanded.

15. The Debtors have worked collaboratively with the Committee—the only other fiduciary in these Chapter 11 Cases—since its appointment.

III. February Term Sheet

- 16. Following extensive negotiations during the three weeks after the Petition Date, on February 10, 2023, the Debtors, Ad Hoc Group, Gemini and DCG reached a non-binding agreement in principle, as evidenced by that certain Restructuring Term Sheet (the "February Term Sheet") that was filed with the Court (ECF No. 80). The Ad Hoc Group, which was advised by Proskauer Rose LLP and Houlihan Lokey, and Gemini played active roles in negotiating its terms with DCG.
- 17. In addition, although the February Term Sheet was executed by certain key stakeholders including the Debtors, DCG, Gemini, and certain members of the Ad Hoc Group who held claims valued at approximately \$601 million, it was not executed by a number of Ad Hoc Group members that had been part of the negotiation. Despite its active role in negotiating the terms of the February Term Sheet, the Ad Hoc Group ultimately abandoned the February Term Sheet.

IV. Mediation

18. After the Ad Hoc Group abandoned the February Term Sheet, in an effort to try and bring the parties together to reach agreement, the Debtors convened a mediation process that allowed creditors to negotiate directly with representatives of DCG. The Debtors filed a *Motion for Appointment of a Mediator* on April 24, 2023 (ECF No. 252), with a goal of reaching a consensual resolution prior to the May 2023 maturity dates for approximately \$627 million in unsecured loans owed by DCG and DCGI to GGC.

- 19. On May 1, 2023, the Bankruptcy Court approved the appointment of a mediator (ECF No. 279) to mediate various disputes among the Debtors, DCG, the Committee, the Ad Hoc Group, and Gemini (the "Mediation Parties").
- 20. The Mediation Parties, along with their respective counsel, selected Randall J. Newsome, a former bankruptcy judge in the Northern District of California, as their mediator.
- 21. On May 4 and May 5, 2023, an initial mediation session was held with the Mediation Parties, including DCG, and their respective counsel and financial advisors. Although the Mediation Parties had hoped to reach conclusion prior to May 9, 2023, the first maturity dates under the DCG Loans, the initial mediation sessions did not result in a resolution. Following the formal mediation sessions, the Mediating Parties continued to have discussions, with a goal of resolving disputes among the Parties, including disputes relating to the DCG Loans, the DCG Note, certain litigation claims and other matters.

V. Filing of the "No-Deal" June Plan and Subsequent Negotiations

- 22. As part of its efforts to foster a resolution of these Chapter 11 Cases, on May 31, 2023, the Special Committee met with the Committee, the Ad Hoc Group and Gemini to discuss outstanding issues related to the terms of a plan. Multiple discussions among the Mediation Parties ensued thereafter. The Debtors and their advisors were in frequent communication and discussion with DCG and creditor representatives and their respective advisors, trying to create a platform for a consensual resolution.
- 23. On June 13, 2023, following discussions among the Debtors, the Committee, the Ad Hoc Group, and DCG, the Debtors filed a proposed plan (ECF No. 427, the "June Plan") providing for, among other things, (a) the distribution of the Debtors' cash and digital assets on hand to creditors and (b) the subsequent pursuit of causes of action, including preference claims

and litigation claims against DCG, after the plan effective date. The June Plan was largely based on the term sheet that the Debtors had filed on the Petition Date.

- 24. Although the Debtors continued to pursue a fully consensual plan of reorganization, the June Plan was structured to provide the Debtors with a path to emergence regardless of whether there was a global resolution with DCG.
- 25. On June 15, 2023, the Special Committee again met with Committee and the Ad Hoc Group to discuss a path forward for a global resolution. The Debtors also continued to have discussions with DCG.
- 26. Around June 23, 2023, with the support of the Debtors, a member of the Committee and a member of the Ad Hoc Group began engaging in principal-to-principal discussions with DCG, including several all-day meetings, regarding the terms of a potential global settlement with DCG.
- 27. On July 11, 2023, the discussions among the parties culminated in an agreement in principle between DCG and the Committee on various economic issues (the "<u>Initial Agreement in Principle</u>"). As part of the Initial Agreement in Principle, DCG agreed to issue a new, first lien term loan facility (the "<u>New First Lien Facility</u>") and a new, second lien facility (the "<u>New Second Lien Facility</u>") and enter into an agreement that provided for the partial repayment of the DCG Loans to GGC in satisfaction of its existing liabilities to the Debtors. The Initial Agreement in Principle was not supported by the Ad Hoc Group or Gemini.
- 28. Even after reaching the Initial Agreement in Principle, certain key issues also remained outstanding to be resolved with DCG, including the issues with respect to claims asserted by Three Arrows Capital against the Debtors (the "3AC Liability Issue").

VI. Termination of Mediation

- 29. While the Mediation Parties continued to engage in discussions, the mediation period was extended by orders of the Court or stipulations among the Mediation Parties numerous times through August 23, 2023.
- 30. On August 2, 2023, the Special Committee again met with the Ad Hoc Group and the Committee in an attempt to reach an agreement on outstanding issues.
- 31. In an effort to bring the parties back to the negotiation table, the Debtors asked Judge Newsome to convene another formal mediation session starting on August 16. The Mediation Parties met for two days of in-person mediation in an attempt to resolve all open issues.
- 32. Following the conclusion of the formal mediation sessions in August, the Debtors continued to engage in negotiations with the Committee and the Ad Hoc Group. However, it eventually became evident that no further progress could be made through the mediation process.
- 33. Accordingly, on August 23, 2023, the mediation was terminated, and on August 29, 2023, the Debtors filed a notice of the termination along with the terms of the agreement among the Debtors, the Committee, and DCG, which included the terms of the Initial Agreement in Principle with all parties reserving their rights as to the 3AC Liability Issue (the "Agreement in Principle").

VII. Turnover Actions

- 34. On May 12, 2023, the Debtors delivered a notice of default for the non-payment of approximately \$627 million in loans that were due from DCG and DCG International Investments Ltd. ("DCGI" and, together with DCG, the "DCG Parties") on May 9, 10 and 11, 2023.
- 35. Although the Debtors were prepared to file turnover actions to pursue their legal remedies shortly thereafter, the Debtors decided against filing them, after having discussions with creditor representatives who expressed concerns that filing such actions would deter DCG from

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continuing to engage in productive discussions regarding a potential settlement while productive discussions were ongoing.

- 36. On September 6, 2023, after deliberation and multiple discussions with creditor representatives, the Debtors filed two turnover actions against DCG (Adv. Pro. No. 23-01168) and DCGI (Adv. Pro. No. 23-01169) (together, the "Turnover Actions").
- 37. On September 12, 2023, the Debtors, DCG and DCGI entered into a partial repayment agreement (as may be amended from time to time, the "Partial Repayment Agreement" (See ECF No. 4, Adv. Pro. No. 23-01168; ECF No. 6, Adv. Pro. No. 23-01169)) providing for a limited forbearance by GGC with regard to the DCG Parties' obligations to GGC subject to the Turnover Actions.⁴ Pursuant to the Partial Repayment Agreement, the DCG Parties made certain payments to GGC in satisfaction of certain obligations under the DCG Loans and the DCGI Loans.
- Agreement because two conditions had not been satisfied by such date—(i) execution of a Global Restructuring Agreement, and (ii) filing of an amended plan and disclosure statement consistent with the Agreement in Principle—neither of which had happened. Rather than terminate the Partial Repayment Agreement, however, the Debtors commenced negotiations on an amendment with the DCG Parties with a goal of trying to reach a consensual resolution and obtain repayment of the DCG Loans.
- 39. On November 28, 2023, the Debtors, DCG, and DCGI entered into an amendment to the Partial Repayment Agreement (the "PRA Amendment"), which provided for modified

On November 28, 2023, the Partial Repayment Agreement was amended pursuant to that certain *Amendment to Partial Repayment Agreement* between GGC and the DCG Parties (the "PRA Amendment") primarily to revise the payment schedule, to collateralize DCG's and DCGI's obligations, and to provide for the entry of a stipulated order and judgment holding DCG and DCGI liable for any payments not subsequently made in accordance with the Partial Repayment Agreement.

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repayment terms, the granting of collateral, and a consent judgment against each of DCG and DCGI, for the full undisputed amounts owed under the DCG Loans and the DCGI Loans (together, the "Consent Judgments"). The Court entered the Consent Judgments on December 22, 2023. *See* ECF No. 18, Adv. Pro. No. 23-01168; ECF No. 19, Adv. Pro. No. 23-01169), without any opposition from creditor constituencies.

- 40. On December 28, 2023, the DCG Parties conveyed to GGC all of their right, title, and interest in certain trust shares pledged as collateral in connection with the PRA Amendment, consisting of shares in Grayscale Ethereum Trust and Grayscale Ethereum Classic Trust (the "PRA Collateral"), which had a total aggregate value of approximately \$134.7 million. GGC disputes that the Partial Repayment Agreement alters the obligation of the DCG Parties to repay all outstanding undisputed amounts in the same asset type as required in accordance with the original loans, and maintains that the DCG Parties are obligated to pay transaction, conversion, collection and/or enforcement costs incurred in connection with the collateral transfer and the loan documents.
- 41. On January 5, 2024, the DCG Parties sent GGC the *Payoff Notice* contending that they had paid in full all of the DCG Parties' undisputed obligations under the DCG Loans and the DCGI Loans. GGC disputes that the DCG Parties repaid all outstanding undisputed amounts under the loans and further contends that the DCG Parties remain obligated to pay default interest accruing under the DCG MLA in the amount of approximately \$27 million as of December 31, 2023 (the "Late Fees"), and all other transaction, conversion, collection and enforcement costs incurred in connection with the loans.
- 42. On February 8, 2024, GGC filed a Demand for Arbitration with the American Arbitration Association seeking the payment of Late Fees and enforcement costs relating to the

DCG Loans and the DCGI Loans, which amounts were not sought pursuant to the Turnover Actions because they were disputed by the DCG Parties.

43. As of February 12, 2024, the Turnover Actions remain pending while the Debtors work to monetize the PRA Collateral and determine the DCG Parties' remaining obligations under the DCG Loans and the DCGI Loans.

VIII. Agreement in Principle and Creditor Choice Plan

- 44. Following the public announcement of the Agreement in Principle and at the direction of the Special Committee, the Debtors' advisors engaged in extensive discussions with all parties and shared multiple iterations of documentation in an effort to finalize the Agreement in Principle.
- 45. The Debtors, the Committee, and DCG worked to negotiate the terms of a settlement agreement (the "DCG Settlement Agreement"), including a term sheet outlining the key terms of a chapter 11 plan, the New First Lien Facility and the New Second Lien Facility, and the proposed treatment of claims if a plan of reorganization that does not embody the terms of the DCG Settlement Agreement is consummated instead.
- 46. The parties also continued to discuss the distribution mechanics that would govern the terms of the distribution of recovery to creditors under the plan, as well as reservations of rights by the Debtors, DCG, and the Committee with respect to the 3AC Liability Issue. The Debtors also continued to work on an amended plan in parallel.
- 47. In response to feedback from the Ad Hoc Group and other creditors, the Debtors developed an amended plan that would allow creditors to express their preference for which plan the Debtors would pursue based on a majority of voting claims across all classes (the "Creditor Choice Plan"). The Creditor Choice Plan would have provided that the preference expressed by a majority of voting claims voting to accept the plan would determine whether to consummate (i) a

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plan that would liquidate the Debtors' estates, distribute existing assets and provide future distributions as outlined in the Agreement in Principle or (ii) an alternative plan that would liquidate the Debtors, distribute existing assets and permit the commencement of litigation against DCG (and eventually distribute funds recovered from that litigation). The Creditor Choice Plan would have also made clear that neither the Special Committee nor the Committee would determine which plan was consummated.

- 48. Although the Creditor Choice Plan was initially received favorably by creditors, sentiments changed quickly. In particular, the Creditor Choice Plan was the focus of debate among the Committee, the Ad Hoc Group, an additional creditor group represented by Brown Rudnick LLP (the "Brown Rudnick Group") and the Debtors in October 2023. Certain creditor groups raised various issues with the approach and additionally expressed their dissatisfaction with the Agreement in Principle.
- 49. Additionally, the Debtors were unable to reach an agreement with DCG on the final terms of the debt facilities contemplated by the Agreement in Principle.
- 50. Most notably, on October 19, 2023, the Office of the New York Attorney General (the "NYAG") filed a lawsuit in the Supreme Court of the State of New York against the Debtors, DCG, Gemini and other related parties alleging that the named defendants defrauded investors in connection with the Gemini Earn Program and the DCG Note (the "NYAG Action").
- 51. The NYAG Action sought an injunction against DCG continuing to do business in New York, thereby creating significant credit risks and other issues for the Debtors. In light of the foregoing, the Debtors turned their focus on a liquidating plan that included a winddown of the Debtors and vesting of the causes of action against the DCG Parties and others.

IX. The Plan

- 52. Even after the filing of the NYAG Action, the Debtors continued to engage in discussions with DCG, the Committee and the Ad Hoc Group about the possibility of reaching a settlement.
- 53. On November 14, 2023, the advisors of the Debtors, DCG, the Committee, and the Ad Hoc Group met to discuss the status of a possible settlement.
- 54. On November 17, 2023, the Debtors filed the Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC et al., Under Chapter 11 of the Bankruptcy Code (the "<u>Disclosure Statement</u>") (ECF No. 950), which included the Distribution Principles as an exhibit.
- 55. On November 21, 2023, principals and advisors from the Debtors, DCG, the Committee, and the Ad Hoc Group met for an all-hands in-person meeting to discuss DCG's financial position and projections. Special Committee member Tom Conheeney attended the meeting as well. The next day, on November 22, 2023, I met with members of the Committee and the Ad Hoc Group Steering Committee to discuss a possible deal with DCG, among other planrelated topics.
- 56. On November 28, 2023, the Debtors filed the Plan, which again included the Distribution Principles as an exhibit.
- 57. On December 6, 2023, principals and advisors for the Debtors, including Tom Conheeney on behalf of the Special Committee, DCG, the Committee and the Ad Hoc Group met to further discuss the possibility of reaching a deal with DCG.
- 58. Advisors for the Debtors, DCG, the Committee and the Ad Hoc Group have subsequently met in person to discuss a possible deal, including on January 22, 2024.

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The Distribution Principles Embody a Comprehensive Settlement

- 59. Exhibit A to the Plan contains the Distribution Principles, which describe the mechanics for distributions under the Plan. When the Distribution Principles were being negotiated, the Special Committee authorized the Debtors' advisors to engage with the various creditor groups involved in the negotiation process to help achieve a fair and reasonable outcome and to ensure that the Distribution Principles were supportable based on the law and the nature of the Debtors' business. The negotiation process was complex, and the Distribution Principles were designed to address a variety of complex legal and business issues over which there was significant debate. In addition to reading the Distribution Principles, the Special Committee received presentations from the Debtors' advisors describing how the Distribution Principles worked. I believe that the proposed Distribution Principles are legally and commercially supportable and reflect a fair and reasonable settlement of intercreditor issues among digital and dollar-denominated creditors that was negotiated in good faith and at arm's-length over the course of many months among the key stakeholders and their advisors.
- 60. The Distribution Principles embody a comprehensive settlement that considers and reconciles the positions of numerous opposing creditor groups, all represented by sophisticated counsel, including the Committee, the Ad Hoc Group and the Ad Hoc Group of Dollar Lenders (the "Dollar Creditor Group"). The Special Committee, following extensive consultation with the Debtors' advisors and review of the Distribution Principles, have concluded that the Distribution Principles are fair and equitable, reasonable, legally and commercially supportable, and in the best interests of the Debtors' estates and, thus, should be approved as a key component of the Plan.
- 61. Negotiations with certain key creditor constituencies over the Distribution Principles began in the summer of 2023 and continued until November 17, 2023, when the Debtors

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filed the Distribution Principles with their Disclosure Statement. The issues were particularly complex given different creditor groups represent holders of claims denominated in different types of assets, including fiat currency and various cryptocurrency, and, as such, took opposing views as to the appropriate means by which to satisfy creditors' claims. The key parties in interest, including the Committee, the Ad Hoc Group, and their respective advisors, engaged in numerous meetings and calls and exchanged numerous drafts of the Distribution Principles until agreement was finally reached.

- 62. The Distribution Principles are not only supported by, but are the result of, extensive, hard-fought, arm's-length negotiations with the Committee, which is statutorily tasked with advancing the collective interest of all of the Debtors' unsecured creditors, and the unsecured creditors who are parties to the Plan Support Agreement (the "PSA Creditors"), who collectively hold more than \$2.1 billion in Claims. As a result, it is my belief that the Distribution Principles represent a compromise of the interests of the Debtors' collective creditor body, including the interests of both dollar creditors and crypto creditors.
- 63. Beyond the Committee and the PSA Creditors, the Distribution Principles are also supported by the overwhelming majority of every class of creditor entitled to vote, as evidenced by the broad support for the Debtors' Plan.
- 64. In sum, in the determination of the Special Committee, the Distribution Principles will maximize recoveries available to creditors by avoiding extensive litigation costs and provide a certain and administrable path forward. Given the complexity of the issues implicated, unbounded litigation with creditor constituencies regarding the distribution of the Debtors' assets would likely be expensive and protracted. Any litigation would entail significant professional fees

for, including but not limited to, discovery, preparation of experts, and motion practice, and entail additional delays for creditor recoveries with an uncertain outcome.

The Plan Satisfies the Requirements for Confirmation Under the Bankruptcy Code and Should be Approved

65. I have been advised of the applicable standards under which a chapter 11 plan may be confirmed. For the reasons detailed below, and with the consultation and guidance of the Debtors' advisors and legal counsel, I believe that the Plan satisfies the applicable Bankruptcy Code requirements for confirmation of a plan. I have set forth the reasons for such belief below, except where such compliance is apparent on the face of the Plan, Plan Supplement and related documents, or addressed by the Declaration of Joseph J. Sciametta, Managing Director of Alvarez & Marsal North America, LLC, in Support of the Confirmation of the Debtors' Chapter 11 Plan (the "Sciametta Declaration").

I. The Plan Complies with Section 1129(a)(1) of the Bankruptcy Code

- 66. I understand that section 1129(a)(1) of the Bankruptcy Code requires a chapter 11 plan to comply with all applicable provisions of the Bankruptcy Code. As set forth below, I believe the Plan satisfies section 1129(a)(1) of the Bankruptcy Code.
 - i. The Plan Satisfies the Classification Requirements of Section 1122 of the Bankruptcy Code
- 67. It is my understanding that section 1122 of the Bankruptcy Code permits a claim or an interest to be placed in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class.
- 68. I believe that valid business, legal, and factual reasons justify the separate classification of the particular Claims or Interests into the Classes created under the Plan, and no unfair discrimination exists between or among Holders of Claims and Interests. It is my understanding that the classification reflects differences in the denomination of claims, as well as

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the relative priority between secured and unsecured status prescribed by the Bankruptcy Code.

The Plan classifies Claims and Interests of GGH and GAP into 10 Classes and into 11 Classes for GGC to account for the Gemini Lender Claims against GGC.

- 69. I believe that the Claims and Interests assigned to each Class listed above are substantially similar to the other Claims and Interests in that Class. In addition, I believe that valid business, legal, and factual reasons justify the separate classification of the particular Claims or Interests into the Classes created under the Plan, and no unfair discrimination exists between or among Holders of Claims and Interests. Namely, it is my understanding that the Plan separately classifies Claims and Interests because each Holder of such Claims or Interests may hold (or may have held) rights in the Debtors' estates legally dissimilar to the Claims or Interests in other Classes. More generally, Secured Claims, General Unsecured Claims, and Interests are each classified separately from each other and General Unsecured Claims are separately classified based on types of digital and/or fiat currencies held by claimants and the claimants' relationship with each Debtor. Intercompany Claims against each Debtor occupy their own class, as do Interests in GGH and Intercompany Interests in GGC and GAP, respectively.
- 70. For the foregoing reasons, I believe that the Plan satisfies the requirements of section 1122 of the Bankruptcy Code.
 - ii. The Plan Satisfies the Mandatory Plan Requirements of Section 1123 of the Bankruptcy Code
 - (a) Specification of Classes, Impairment and Treatment Section 1123(a)(1) (3)
- 71. It is my understanding that Article III of the Plan provides in detail the designation of Classes of Claims and Interests, specifies whether such Classes of Claims and Interests are Impaired or Unimpaired, and specifies the treatment that each Class of Claims and Interests will

receive under the Plan. Accordingly, I believe the Plan fully complies with section 1123(a)(1) – (3) of the Bankruptcy Code.

- (b) The Plan Provides for the Same Treatment for Claims or Interests
 Within the Same Class Section 1123(a)(4)
- 72. It is my understanding that the Plan provides for the same treatment for each Claim or Interest of a particular class, except where the Holder of such Claim or Interest has agreed to a less favorable treatment. Article III of the Plan specifies that Holders of Allowed Claims or Interests will receive the same rights and treatment as other Holders of Allowed Claims or Interests in the same Class, as further set forth in the Distribution Principles. Accordingly, I believe that the Plan fully complies with section 1123(a)(4) of the Bankruptcy Code.
 - (c) <u>The Plan Provides Adequate Means for Its Implementation Section 1123(a)(5)</u>
- 73. I believe that the Plan provides adequate means for implementation as required under section 1123(a)(5) of the Bankruptcy Code. Specifically, Article IV of the Plan, as well as other provisions thereof, provide for the means by which the Plan will be implemented. Among other things, Article IV of the Plan, the Distribution Principles, and the Plan Supplement:
 - (i) provide for the sources of consideration for Plan distributions;
 - (ii) provide for the equitable calculation of distributions across coin types through the Distribution Principles;
 - (iii) provide for the vesting of all assets in each of the appropriate Wind-Down Debtors free and clear of all Claims, Liens, Encumbrances, charges or other encumbrances;
 - (iv) authorize the amendment of the certificates of incorporation and bylaws of the Wind-Down Debtors;
 - (v) provide for the appointment of the officers and directors of the Wind-Down Debtors;

- (vi) provide for the cancellation of all notes, instruments, certificates, and other documents including credit agreements and indentures, unless otherwise provided in the Plan;
- (vii) provide for the Plan Securities' exemption from registration under the Securities Act (to the extent set forth in the Plan); and
- (viii) provide for the reinstatement or discharge of Intercompany Claims and Interests (to the extent set forth in the Plan) and the settlement of intercompany accounts.
- 74. Accordingly, I believe that the Plan complies with section 1123(a)(5) of the Bankruptcy Code.
 - (d) The Plan Prohibits the Issuance of Non-Voting Equity Securities Section 1123(a)(6)
- 75. I am advised that section 1123(a)(6) of the Bankruptcy Code requires that a debtor's corporate governance documents prohibit the issuance of non-voting equity securities and requires that there be an appropriate distribution of voting power among the classes of securities possessing voting power. Article IV.B.8 of the Plan provides that the Wind-Down Debtors' New Governance Documents shall include a prohibition to the extent required by section 1123(a)(6) of the Bankruptcy Code. Further, I understand that the New Governance Documents contemplate the issuance of a single class of equity. Accordingly, I believe that the Plan satisfies section 1123(a)(6) of the Bankruptcy Code.
 - (e) The Plan Contains Appropriate Provisions with Respect to the Selection of Post-Confirmation Directors and Officers Section 1123(a)(7)
- 76. I understand that section 1123(a)(7) of the Bankruptcy Code requires that any provisions in the Plan with respect to the manner of selection of any director, officer, or trustee, or any other successor thereto, be consistent with the interests of creditors, equity security holders, and with public policy. Article IV.A.2 and Article IV.B.9 of the Plan outline the manner in which

the PA Officer and the New Board will be selected, respectively, which process accords with applicable corporate law, the Bankruptcy Code, and public policy.

iii. The Plan Is Consistent with Section 1123(b)

- 77. I understand that section 1123(b) of the Bankruptcy Code sets forth various discretionary provisions that may be incorporated into a chapter 11 plan, and as discussed in more detail below, I believe that the Plan is consistent with section 1123(b).
- 78. <u>Impairment of Classes (Section 1123(b)(1))</u>. Article III of the Plan impairs or leaves unimpaired each Class of Claims or Interests under the Plan.
- Plan sets forth the treatment of Executory Contracts and Unexpired Leases. I understand that, in accordance with section 1123(b)(2), on the Effective Date, the Plan provides for the rejection of executory contracts and unexpired leases unless such Executory Contract and Unexpired Lease (i) is designated on the Schedule of Assumed Executory Contracts and Unexpired Leases in the Plan Supplement; (ii) was previously assumed or rejected by the Debtors, pursuant to a Final Order of the Bankruptcy Court; (iii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iv) is the subject of a motion to reject filed by the Debtors on or before the Confirmation Date; or (v) is the subject of a motion to reject pursuant to which the requested effective date of such rejection is any date other than the Effective Date.
- 80. <u>Settlement and Retention of Claims or Interests by the Debtor (Section 1123(b)(3))</u>. As discussed further below, Article VIII of the Plan provides for releases of certain claims by the Debtors, and also reserves the right to enforce certain Retained Causes of Action.
- 81. <u>Modification of Rights (Section 1123(b)(5))</u>. The Plan modifies the rights of Holders of Claims or Interests in the Impaired Classes and leaves unaffected the rights of Holders of Claims or Interests in the Unimpaired Classes.

82. Other Appropriate Provisions (Section 1123(b)(6)). Article VIII of the Plan contains certain consensual release and exculpation provisions, as discussed in more detail below, that are essential to the Plan.

iv. The Releases and Exculpations in the Plan Are Appropriate.

- (a) The Plan's Releases Are Appropriate
- 83. Articles VIII.D and VIII.E of the Plan contain customary provisions for the release of certain claims and causes of action by the Debtors (the "Debtor Releases") and by certain non-Debtors (the "Non-Debtor Releases") against a group of specified individuals and entities (the "Released Parties"). Exhibit F of the Plan Supplement and Sections III.W and VI.F of the Disclosure Statement address the release of current or former employees, officers and directors of the Debtors (solely in such Person's capacity as such) who served as an employee, officer or director of the Debtors from or after the Petition Date. Each of these provisions provide for and describe the justification for these releases and the process that preceded their approval. See Exs. 1-3. I believe those documents are a fair and accurate representation of the process that led to the Special Committee's approval of the releases of Released Genesis Personnel and the justifications for that decision.
- 84. I also understand that, in order to be considered a "Released Genesis Personnel," each potential releasee will need to have executed an agreement to cooperate with assisting with litigation of the Retained Causes of Action by the Wind-Down Debtors (such agreements, the "Cooperation Agreements"), which will ensure the Debtors are able to rely on the knowledge and services of many of the Released Parties Post-Effective Date.

(b) The Non-Debtor Releases Are Appropriate

85. Article VIII.E of the Plan contains a provision in which each Releasing Party shall release any claims or Causes of Action against the Released Parties (the "Non-Debtor Releases").

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Under the Plan, a Holder of Claims only becomes a Releasing Party if it (i) is a Released Party or (ii) affirmatively (a) casts a timely Ballot to accept the Plan with respect to any Claim held by such Holder (regardless of whether any such Holder casts a timely ballot to reject the Plan with respect to any other separately-classified Claims) and (b) indicates on such Ballot that it opts in to the release provisions in Article VIII of the Plan. The Debtors widely publicized the Debtor Release, Non-Debtor Releases and the accompanying opt-in mechanism, including by reproducing the full text of the Non-Debtor Releases in bold-face type in the Plan, the Disclosure Statement, the Ballots and the Notice of Non-Voting Status. Holders were also provided clear instructions on how to opt in to the Non-Debtor Releases, and were expressly advised to review the Solicitation Materials and seek legal advice on the consequences of opting in to the Non-Debtor Releases. Based on my discussion with the Debtors' advisors, I understand that under the applicable law, the Non-Debtor Release is thus a consensual release that all Holders of Claims entitled to vote and Holders of Claims that were deemed to accept the Plan had the opportunity to opt in to.

86. Accordingly, I believe that the Non-Debtor Release is an integral part of the Plan and should be approved.

(c) The Exculpation Provision Is Appropriate

87. Article VIII.F of the Plan provides for the exculpation of the "Exculpated Parties" for acts or omissions involving the preparation or filing of the Chapter 11 Cases, or involving the Chapter 11 Cases, the Disclosure Statement and the Plan (including the solicitation, confirmation, consummation, and administration thereof) (the "Exculpation"). Here, the Exculpated Parties played critical roles in and made significant contributions to the Chapter 11 Cases, and participated in good faith in formulating and negotiating the Plan. As such, I believe they are eligible for protection from exposure to claims against them relating to their participation in the Chapter 11

Cases. Further, I believe interested parties received sufficient notice of the exculpation provision to raise any objections thereto.

88. Accordingly, under the circumstances, I believe that it is appropriate for the Bankruptcy Court to approve the exculpation provision and to find that the Exculpated Parties have acted in good faith and in compliance with the law.

(d) The Release of Preference Claims Is Appropriate

89. Article IV.B.14 of the Plan provides that "in no instance will any Cause of Action preserved . . . include . . . any Resolved Preference Claims." The Plan defines "Resolved Preference Claims" as follows: "[I]f a Class of Claims entitled to vote on the Plan votes to accept the Plan, any Preference Claims against (i) any Holder of Claims in such Class (excluding any DCG Party, Excluded Party, or officer or director of the Debtors who did not have such position as of or after the Petition Date) or (ii) any Person (excluding any DCG Party, Excluded Party, or officers or directors of the Debtors who did not have such position as of or after the Petition Date) that is not entitled to vote on the Plan because it received payment in full on its claims against the Debtors prior to the Petition Date and whose claims, if they had not been paid in full prior to the Petition Date, would be Claims in such Class; provided, however, that, notwithstanding anything to the contrary in the Plan, the Plan Supplement, or the Confirmation Order, none of the Debtors' or the Wind-Down Debtors' claims or Causes of Action related to the Additional GBTC Shares or the Gemini GBTC Shares shall constitute Resolved Preference Claims for purposes of the Plan or the Confirmation Order." The Special Committee has investigated and analyzed potential litigation Causes of Action against various parties, including, but not limited to, preferences. The Special Committee carefully considered the merits and defenses in respect of Causes of Action related to preferences prior to granting release or waiver of any Resolved Preference Claims,

including those waived in Article IV.B.14, which were demanded by the creditors who became parties to the PSA.

- (e) The Injunction Provision Is Appropriate and Should Be Approved
- 90. Article VIII.G of the Plan contains an injunction provision (the "<u>Injunction</u>"). I believe the Injunction is necessary to enforce and preserve the release and exculpation provisions provided for in Article VIII.D, Article VIII.E and Article VIII.F of the Plan.

v. The Plan Complies with Section 1123(d)

- 91. I understand that section 1123(d) of the Bankruptcy Code requires that cure amounts be determined in accordance with the underlying agreement and applicable non-bankruptcy law.
- 92. Article V.C of the Plan provides for the satisfaction of monetary defaults, if any, under each Executory Contract and Unexpired Lease to be assumed or assumed and assigned pursuant to the Plan, by payment of the cure amount in Cash on the Effective Date or as soon as practicable thereafter. Accordingly, I believe that the Plan complies with section 1123(d) of the Bankruptcy Code.

II. The Plan Complies with Section 1129(a)(2)

- 93. I have been advised that section 1129(a)(2) of the Bankruptcy Code requires that the proponent of a plan comply with the applicable provisions of the Bankruptcy Code. I have been further advised that 1129(a)(2) of the Bankruptcy Code encompasses both the disclosure and solicitation requirements set forth in sections 1125 and 1126 of the Bankruptcy Code.
- 94. As set forth below, I believe that the Plan complies with sections 1125 and 1126 of the Bankruptcy Code.

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i. Disclosure Statement and Solicitation – Section 1125

- 95. Based on my review of information provided by the Debtors and their advisors, I understand that the Debtors, through their Solicitation Agent, complied with the content and delivery requirements of the Disclosure Statement Order, and the Debtors solicited and tabulated votes on the Plan in accordance with the provisions of the Disclosure Statement Order approved by the Bankruptcy Court. Further, I understand that in accordance with section 1125(b) of the Bankruptcy Code, the Debtors did not solicit votes on the Plan from any Holder of a Claim or Interest prior to the entry of the Disclosure Statement Order. I understand that the Debtors further provided Holders of Claims and Interest in the non-voting Classes with non-voting status notice packages, which included the Confirmation Hearing notice and the applicable notices of non-voting status.
- 96. Accordingly, I believe that the Plan fully complies with section 1125 of the Bankruptcy Code.

ii. Acceptance of Plan – Section 1126

- 97. I have been advised that section 1126 of the Bankruptcy Code sets forth the procedures for soliciting votes on a chapter 11 plan and determining acceptance thereof.
- 98. I understand that, in accordance with Section 1126(f) of the Bankruptcy Code, the Debtors did not solicit acceptances of the Plan from Holders of Claims and Interests in Classes 1, 2, 7–10 for GGH, Classes 1, 2, 8–11 for GGC, and Classes 1, 2, 7–10 for GAP, because such Claims and Interests are either conclusively presumed to have accepted or rejected the Plan based on the Impaired or Unimpaired treatment of those Claims and Interests.
- 99. I understand that, in accordance with Section 1126(g) of the Bankruptcy Code, the Debtors did not solicit acceptances of the Plan from Holders of Interests in GGH in Class 10, Intercompany Interests in GGC in Class 11, and Intercompany Interests in GAP in Class 10

because such Holders of Interests will not receive any distribution on account of such Interests or Intercompany Interests unless all senior Claims are paid in full or otherwise treated as Unimpaired.

- 100. I have been advised that section 1126(c) of the Bankruptcy Code specifies the requirements for acceptance of a plan by impaired classes of claims entitled to vote to accept or reject the plan. I understand that as set forth in the *Amended Declaration of Alex Orchowski of Kroll Restructuring Administration LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Debtors' Amended Joint Chapter 11 Plan*, ECF No. 1295 (the "Amended Voting Report"), the Plan has been accepted by in excess of two-thirds in amount and one-half in number of the Holders of Claims in Class 3 against GGH, Classes 3, 4 and 6 against GAP, and Classes 3, 4, 5, 6 and 7 against GGC.
- 101. Accordingly, I believe that the Plan fully complies with section 1126 of the Bankruptcy Code.
- 102. For the foregoing reasons, I believe that the requirements of section 1129(a)(2) of the Bankruptcy Code have been satisfied.

III. The Plan Has Been Proposed in Good Faith Pursuant to Section 1129(a)(3)

- 103. I believe that the Plan was proposed in good faith, with the legitimate and honest purpose of maximizing value of the Debtors' estates.
- 104. As discussed above, the Debtors have engaged in months of good-faith, arm's-length negotiations with a wide assortment of parties in interest in these Chapter 11 Cases. Notably, the Debtors negotiated and filed several iterations of the chapter 11 plan and key documents, based on feedback received from various creditor groups throughout the Chapter 11 Cases, including the June Plan, Agreement in Principle, the Creditor Choice Plan, and ultimately the Plan which incorporated the Distribution Principles.

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105. Accordingly, I believe that the Plan serves the best interests of the Debtors' estates and their creditors.

IV. The Plan Provides for Bankruptcy Court Approval of Payments for Services or Costs and Expenses Pursuant to Section 1129(a)(4)

106. It is my understanding that section 1129(a)(4) of the Bankruptcy Code requires that certain professional fees and expenses paid by the plan proponent, by the debtor, or by a person receiving distributions of property under the plan, be subject to approval by the Court as reasonable.

Article II.E of the Plan discloses the settling parties whose fees will be paid under 107. This includes the Ad Hoc Group Restructuring Expenses and the Dollar Group Restructuring Fees and Expenses. I believe that payment of the Ad Hoc Group Restructuring Expenses and the Dollar Group Restructuring Expenses is a proper exercise of the Debtors' business judgment. Without the cooperation and direct involvement of the Ad Hoc Group and the Dollar Group in the negotiations, the many settlements reached in the case, including with the Committee, would not have been achieved. Without the settlements, the Debtors would not have been able to reach the comprehensive resolutions contemplated in the Plan, including the Distribution Principles, as discussed in paragraphs 59–64 above as well. The payment of the Ad Hoc Group Restructuring Expenses and the Dollar Group Restructuring Expenses is, therefore, an important component of the Plan. The payment of the Ad Hoc Group Restructuring Expenses and the Dollar Group Restructuring Expenses is a material term of the Plan Support Agreement and I understand that without this term, the Ad Hoc Group and the Dollar Group would not have consented to the settlements embodied in the Plan and the Distribution Principles. I believe that these parties have made a substantial contribution to the Debtors' chapter 11 cases and the payment of their fees and expenses should be approved. As such, I believe the Debtors' payment of the Ad

Hoc Group Restructuring Expenses and the Dollar Group Restructuring Expenses in exchange for their good-faith, critical cooperation and facilitation of the transactions underlying the Plan is within the Debtors' sound business judgment.

- 108. Moreover, Article II.B.1 of the Plan provides that all other Professionals seeking final approval of compensation in the Chapter 11 Cases are required to file applications for approval of Professional Fee Claims with the Bankruptcy Court prior to a date certain. After these claims are filed, Article II.B.1 of the Plan allows parties in interest to object to Professional Fee Claims, and requires such claims to be allowed before receiving any payment.
- 109. Accordingly, I believe that the Plan complies with section 1129(a)(4) of the Bankruptcy Code.

V. All Necessary Information Regarding Directors and Officers of the Wind-Down Debtors Has Been Disclosed Pursuant to Section 1129(a)(5)

- 110. It is my understanding that section 1129(a)(5)(A) of the Bankruptcy Code requires the plan proponent to disclose the identity and affiliations of those individuals who will serve as a director, officer, or voting trustee of the post-emergence debtor entity, the identity of any insider to be employed or retained, and the nature of the compensation proposed to be paid to such insider.
- 111. Article IV.B.9 of the Plan describes the manner in which directors of Wind-Down GGH shall be identified or determined. Moreover, a list of the candidates for the directors who will comprise the New Board was filed as Exhibit H to the Plan Supplement (ECF No. 1131).
- 112. It is my understanding that section 1129(a)(5)(B) of the Bankruptcy Code requires the plan proponent disclose the identity of an "insider" (as defined by 11 U.S.C. § 101(31)) to be employed or retained by the post-emergence debtor and the "nature of any compensation for such insider." The directors and officers of the Debtors prior to the Effective Date will no longer serve in their roles as officers and directors of the Wind-Down Debtors as of the Effective Date. As

such, I believe the Debtors are not required to make any such "insider" disclosure as contemplated by section 1129(a)(5)(B).

113. Accordingly, I believe that the Plan satisfies the requirements of section 1129(a)(5) of the Bankruptcy Code.

VI. Plan Regulatory Approval Is Not Required – Section 1129(a)(6)

114. It is my understanding that the Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and, accordingly, will not require governmental regulatory approval. As such, I believe that section 1129(a)(6) of the Bankruptcy Code does not apply to the Plan.

VII. The Plan Satisfies the Best Interests Test – Section 1129(a)(7)

chapter 11 plan satisfy the "best interests" test, which provides that holders of claims or interests in impaired, non-accepting classes must receive under a chapter 11 plan at least as much as they would in a liquidation. As discussed in the Sciametta Declaration, it is my understanding that the Debtors' advisors prepared the Liquidation Analysis attached to the Disclosure Statement as Exhibit C. *See Sciametta Declaration*. I believe the Liquidation Analysis provides that the Plan will provide all Holders of Allowed Claims with a recovery that is not less than what they would otherwise receive pursuant to a liquidation of the Debtors under chapter 7 of the Bankruptcy Code. Accordingly, I believe that the Plan satisfies section 1129(a)(7) of the Bankruptcy Code.

VIII. Section 1129(a)(8) Does Not Preclude Confirmation

116. I understand that the Bankruptcy Code generally requires that each class of claims or interests that is impaired by the plan must accept the plan. I understand that while all Classes of Impaired Creditors entitled to vote on the Debtors' Plan voted overwhelmingly to accept the Plan, Holders of Interests against GGH in Class 10, which solely consists of DCG, is Impaired and

deemed to reject the Plan. As such, I understand that the Plan does not satisfy the requirements of section 1129(a)(8) of the Bankruptcy Code and that the Debtors intend to rely on section 1129(b) of the Bankruptcy Code to "cramdown" the Plan on Holders of Interests against GGH in Class 10.

IX. The Plan Provides for Payment in Full of Priority Claims – Section 1129(a)(9)

- 117. I understand that section 1129(a)(9) requires that the Plan satisfy administrative and priority tax claims in full and in cash unless the holder of a particular claim agrees to a different treatment with respect to such claim.
- 118. I understand that Article II.A of the Plan allows for payment in full of Allowed Administrative Expense Claims and that Article II.C of the Plan provides for payment in full of Allowed Priority Tax Claims. As such, I believe that the Plan satisfies the requirements of section 1129(a)(9) of the Bankruptcy Code.

X. At Least One Impaired Class of Claims That Is Entitled to Vote Will Have Accepted the Plan, Pursuant to Section 1129(a)(10)

119. I understand that section 1129(a)(10) of the Bankruptcy Code requires that to the extent there is an impaired class of claims under a plan, at least one impaired class of claims must accept the plan, without including any acceptance of the plan by any insider. It is my understanding based on the Amended Voting Report that Classes 3, 4, 5, 6 and 7 against GGC, Classes 3, 4 and 6 against GAP and Class 3 against GGH all voted to accept the Plan. Accordingly, I believe that the Plan satisfies section 1129(a)(10) of the Bankruptcy Code.

XI. The Plan Is Feasible Pursuant to Section 1129(a)(11)

120. I understand that section 1129(a)(11) of the Bankruptcy Code requires that the Court find that confirmation of a plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is proposed in the plan. The Plan contemplates the

liquidation of the Debtors. As such, it is my understanding that the Debtors need not show that the Plan is not likely to be followed by liquidation, or the need for further financial reorganizations. Accordingly, I believe the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

XII. The Plan Provides for the Payment of All Statutory Fees Pursuant to Section 1129(a)(12)

121. I understand that section 1129(a)(12) of the Bankruptcy Code requires the payment of all fees payable under 28 U.S.C. § 1930. Article II.D of the Plan provides that such fees shall be paid. Accordingly, I believe the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

XIII. The Plan Complies with Section 1129(a)(13)

122. I understand that section 1129(a)(13) of the Bankruptcy Code requires that all retiree benefits continue to be paid post-confirmation at any levels established in accordance with section 1114 of the Bankruptcy Code. The Plan classifies costs and expenses of administration of the Debtors' Estates pursuant to section 1114(e)(2) of the Bankruptcy Code as an Administrative Expense to be paid in accordance with Article II.A. of the Plan. Accordingly, I believe the Plan complies with section 1129(a)(13) of the Bankruptcy Code.

XIV. Sections 1129(a)(14) – (16) of the Bankruptcy Code Are Inapplicable to the Plan

123. Based on my knowledge of the Debtors' business and information provided by the Debtors' advisors, I believe that sections 1129(a)(14) – (16) of the Bankruptcy Code do not apply to the Plan because the Debtors do not owe any domestic support obligations, are not "individuals," and are each a moneyed, business, or commercial corporation.

XV. Section 1129(b) of the Bankruptcy Code Is Satisfied

- 124. I understand that section 1129(b) allows a bankruptcy court to "cram down" a plan over the rejection of impaired classes or claims so long as the plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims or interests that is impaired under, and has not accepted the plan.
- 125. As discussed above, the Plan classifies Claims and Interests of GGH and GAP into 10 Classes and those of GGC into 11 Classes as follows:
 - Holders of Claims and Interests in Class 1 (Other Priority Claims) and Class 2 (Structured Claims) for GGH, GAP, and GGC are Unimpaired and presumed to accept the Plan;
 - Holders of Claims and Interests in (i) Class 7 (Subordinated Claims), Class 8 (Government Penalty Claims), and Class 10 (Interests) for GGH, (ii) Class 7 (Subordinated Claims) and Class 8 (Government Penalty Claims) for GAP, and (iii) Class 8 (Subordinated Claims), Class 9 (Government Penalty Claims) for GGC are Impaired and deemed to reject the Plan;
 - Holders of Claims and Interests in Class 9 (Intercompany Claims) for GGH and GAP, and Class 10 for GGC, are deemed Unimpaired/Impaired, but are proponents of the Plan and accordingly the vote of such Holders was not solicited;
 - Holders of Claims and Interests in Class 10 (Intercompany Interests) for GGH and GAP are Impaired, but are proponents of the Plan and accordingly the vote of such Holders was not solicited; and
 - Holders of Claims and Interests in Class 3 (Fiat-or-Stablecoin-Denominated Unsecured Claims), Class 4 (BTC-Denominated Unsecured Claims), Class 5 (ETH-Denominated Unsecured Claims), and Class 6 (Alt-Coin Denominated Unsecured Claims for GGH, GAP, and GGC), and Class 7 (Gemini Lender Claims) for GGC, are Impaired and have voted to accept the Plan.
- 126. Accordingly, it is my understanding that the Debtors invoke section 1129(b) of the Bankruptcy Code with respect to (i) Classes 7, 8, 9 and 10 for GGH and GAP and (ii) Classes 8, 9, 10 and 11 for GGC.

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(a) Section 1129(b)'s Requirements Are Satisfied as to DCG

127. I believe Section 1129(b)'s requirements are satisfied as to DCG. I understand that DCG is the sole Holder of the Interests classified in Class 10 for GGH and is not entitled to any recovery under the Plan unless all Allowed Claims against all of the Debtors or the Wind-Down Debtors, as applicable, have been paid in full in accordance with the Distribution Principles. I believe the nature of DCG's Interest is distinct from that of all other GGH Classes—indeed, no other GGH Classes include equity interests at all. In addition, I believe DCG's treatment under the Plan is the same as for the equity Classes for GGC and GAP.

128. I also understand DCG's equity interest is at the end of the priority scheme, with no Class below it. In addition, I understand that under the Plan, no senior Class will receive more than it is owed. I understand the Debtors' Digital Asset creditors will not be paid in full under the Plan.

(b) <u>Section 1129(b)'s Requirements Are Satisfied as to Subordinated</u> Claims and Government Penalty Claims

129. I believe Section 1129(b)'s requirements are also satisfied as to the Subordinated Claims and Government Penalty Claims in Classes 7 and 8 for GGH and GAP, and Classes 8 and 9 for GGC, the Holders of which I understand will not receive any distribution unless Holders of Claims in senior Classes are paid in full in accordance with the Distribution Principles. I believe the Government Penalty Claims are similarly properly subordinated to other General Unsecured Claims pursuant to section 726(a)(4) of the Bankruptcy Code. I believe the nature of these Claims as ones subordinated under specific provisions of the Bankruptcy Code is distinct from those represented in other Classes of General Unsecured Claims and, accordingly, I believe the Plan does not unfairly discriminate against them by treating them differently.

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Government Penalty Claims because no junior Claims or Interests will receive distributions under the Plan until Holders of Claims in senior Classes are paid in full in accordance with the Distribution Principles. I understand that the only Classes below the Subordinated Claims and Government Penalty Claims in the priority scheme are the equity Classes—Class 10 for GGH and GAP, and Class 11 for GGC—none of which will receive any distribution under the Plan until Holders of Claims in senior Classes are paid in full in accordance with the Distribution Principles.

(c) <u>Intercompany Claims and Interests</u>

- 131. Under Article III of the Plan, I understand that Intercompany Claims in Class 9 for GGH and GAP, and Class 10 for GGC, will be adjusted, Reinstated, or compromised on the Effective Date in the Debtors' discretion, with the Committee's Consent, and are accordingly deemed either Impaired or Unimpaired. I understand that to the extent Intercompany Claims are Unimpaired, section 1129(b)'s requirements are not applicable. I further understand that, to the extent Intercompany Claims are Impaired, the Holders of such Claims are Plan proponents and accordingly not dissenting creditors for whom section 1129(b)(1)'s requirements would need to be satisfied.
- 132. Under Article III of the Plan, I also understand that Intercompany Interests in Class 10 for GGH and GAP are Impaired. I believe the Holders of Intercompany Interest Claims are similarly Plan proponents and accordingly not dissenting creditors for whom section 1129(b)(1)'s requirements would need to be satisfied. In any event, I believe section 1129(b)'s requirements are satisfied for the same reasons outlined above with respect to DCG. I understand that no other Class for GGH and GAP respectively includes equity interests, and accordingly I believe the Plan does not unfairly discriminate against the Intercompany Interests.

XVI. Section 1129(c) of the Bankruptcy Code Is Inapplicable

133. I understand that section 1129(c) of the Bankruptcy Code provides that the bankruptcy court may confirm only one plan. I believe Section 1129(c) of the Bankruptcy Code is inapplicable as the Plan is the only plan before the Court.

XVII. The Plan Complies with Section 1129(d) of the Bankruptcy Code Because It Is Not an Attempt to Avoid Tax Obligations

134. I understand that section 1129(d) of the Bankruptcy Code provides that a court may not confirm a plan if the principal purpose of the plan is to avoid taxes or the application of section 5 of the Securities Act of 1933. I understand that the Plan meets these requirements because, as discussed above, the Plan was proposed in good faith and not for the avoidance of taxes or the avoidance of the requirements of section 5 of the Securities Act of 1933, nor has there been any filing by any governmental agency asserting such avoidance.

XVIII. Section 1129(e) of the Bankruptcy Code Is Inapplicable

135. I understand that section 1129(e) of the Bankruptcy Code does not apply to the Plan because none of the Debtors' Chapter 11 Cases is a "small business case" within the meaning of the Bankruptcy Code.

XIX. The Confirmation Order Should Be Effective Immediately

- 136. I understand that certain Bankruptcy Rules provide for the stay of an order confirming a chapter 11 plan, but that such stay may be waived in the discretion of the court.
- 137. I believe that in these Chapter 11 Cases, where the Debtors seek to commence or recommence litigation of the Retained Causes of Action and efficiently wind down their operations, they must do so expeditiously to avoid further delays and associated costs. I understand that some of the relief set forth in the Confirmation Order relates to actions that must be taken after the Plan is confirmed but prior to when it can go effective. I believe these actions are important

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and necessary to begin as soon as possible given the large amount of work that needs to be done

for the Plan to go effective on the anticipated timeline.

138. Accordingly, I believe that it is appropriate for the Court to exercise its discretion

to permit the Debtors to consummate the Plan and commence its implementation without delay

after the entry of the Confirmation Order.

XX. Conclusion

39. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of

the United States of America that the foregoing is true and correct to the best of my knowledge,

information, and belief.

Dated: February 15, 2024

Park City, Utah

/s/ Paul Aronzon

Name:

Paul Aronzon

Title:

Independent Director

Genesis Global Holdco, LLC

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Exhibit 1
Plan Supplement Exhibit F (ECF No. 1117)

EXHIBIT F

JUSTIFICATION FOR EXCULPATED & RELEASED PARTIES¹

I. Scope of the Release

In accordance with the *Debtors' Amended Joint Chapter 11 Plan* (the "<u>Amended Plan</u>"),² the Special Committee has, subject to the reservation of rights set forth herein, provided its prior written consent for the release of current or former employees, officers and directors of the Debtors (solely in such Person's capacity as such) who served as an employee, officer or director of the Debtors from or after the Petition Date, including any employees of GGT who served or functioned as employees of a Debtor pursuant to a shared services agreement (solely in their capacities as such) as of the Petition Date, whose identities have been or will be provided, in writing, to the Ad Hoc Group Counsel and Committee Counsel on a confidential, professional-eyes-only basis on or prior to the Effective Date (the Persons covered by such release, collectively, the "<u>Released Genesis Personnel</u>"). For the avoidance of doubt, none of the Released Genesis Personnel are or were also DCG Parties.

The list of Released Genesis Personnel, in its final form, will also be provided to the PA Officer on a confidential basis no later than three (3) Business Days after the Effective Date. From and after the Effective Date, the PA Officer shall be obligated to retain the list of Released Genesis Personnel.

The Special Committee reserves the rights to (i) alter, modify, amend, remove, augment, or supplement this Exhibit on or prior to the Effective Date, and (ii) exclude any Released Genesis Personnel from the list of Released Parties prior to the Effective Date for any reason, including in the event new facts or circumstances arise.

II. Justifications for the Release

The justifications for the release of the Released Genesis Personnel include the following:

- The releases of the Released Genesis Personnel apply only to officers, directors and employees who have provided services to the Estates on or after the Petition Date. The Special Committee believes that such persons contributed, either directly or indirectly, to the Debtors' restructuring efforts in the Chapter 11 Cases.
- The Released Genesis Personnel have knowledge and insight into the Debtors' business and transactions that may be critical to the resolution of litigation against the DCG Parties

The Committee and AHG reserve all rights with respect to this Exhibit in accordance with the Plan and Plan Support Agreement (filed at Docket No. 1008).

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Amended Plan or the *Amended Disclosure Statement with Respect to the Amended Joint Plan of Genesis Global Holdco, LLC* et al., *Under Chapter 11 of the Bankruptcy Code* (the "Disclosure Statement").

- and the Gemini Parties, as well as various regulatory and enforcement actions relating to the Debtors' prepetition businesses.
- The Released Genesis Personnel are entitled to indemnification pursuant to the Debtors' governing documents. Thus, to the extent that the Wind-Down Debtors were successful in asserting claims against the Released Genesis Personnel, those Persons would have a right to indemnification and reimbursement, including with respect to legal fees. Absent the release of the Released Genesis Personnel, any third parties bringing such actions would effectively be recovering from the Debtors' Estates, in turn depleting the resources otherwise available for distribution to holders of Allowed Claims.
- The Special Committee's investigation has not identified wrongdoing on the part of the Released Genesis Personnel that would give rise to Claims or Causes of Action that are likely to provide value to the Debtors' Estates.
- Any surviving Claims against the Released Genesis Personnel would be costly and unlikely to result in significant recoveries for the Debtors' Estates because of very limited directors and officers insurance coverage, which at present provides no more than \$8.7 million in coverage.
- The Debtors' releases of the Released Genesis Personnel expressly exclude any claims arising out of gross negligence, fraud or willful misconduct, as determined by a Final Order.
- The Amended Plan does not impose any non-consensual releases by third parties. Each Holder of a Claim will preserve its individual claims, if any, against the Released Genesis Personnel unless it affirmatively "opts in" to the release by marking the requisite "opt in" box on its Ballot.

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Exhibit 2
Section III.W of the Disclosure Statement (ECF No. 1031)

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investigations against any nondebtor person or nondebtor entity in any forum. The enforcement of any money judgment by the SEC or other governmental units against the Debtors shall be subject to the Amended Plan. In addition, the SEC and other governmental units reserve their rights to amend any filed proofs of claim and the Debtors and Wind-Down Debtors reserve all of their defenses and rights to dispute such amendments.

The SEC and the Office of the U.S. Trustee have indicated to the Debtors that they object to the scope of the exculpation being provided under the Amended Plan, including the recipients of the exculpation and its temporal scope. The rights of all parties, including the Debtors, the SEC and the U.S. Trustee, are reserved with respect to the proposed exculpation provision in the Amended Plan.

Please consult the Amended Plan to understand the full nature and scope of the releases and exculpations to be provided under the Amended Plan.

The Debtors believe that the releases and exculpations in the Amended Plan are necessary and appropriate and meet the requisite legal standard promulgated by the United States Court of Appeals for the Second Circuit.

PURSUANT TO THE AMENDED PLAN, IF YOU ARE A HOLDER OF A CLAIM IN A CLASS ELIGIBLE TO VOTE AND RETURN A BALLOT ACCEPTING THE AMENDED PLAN AND AFFIRMATIVELY OPT IN TO THE RELEASES PROVIDED BY THE AMENDED PLAN ON YOUR BALLOT (REGARDLESS OF WHETHER YOU CAST A TIMELY BALLOT FAILING TO OPT IN TO THE RELEASES OR REJECTING THE AMENDED PLAN WITH RESPECT TO ANY OTHER CLASS OF CLAIMS), YOU WILL BE SUBJECT TO THE RELEASE PROVISIONS IN ARTICLE VIII OF THE AMENDED PLAN AND SHALL BE DEEMED, AS OF THE PLAN EFFECTIVE DATE, TO HAVE CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED ALL CLAIMS AND ALL CAUSES OF ACTION (EXCEPT AS OTHERWISE SET FORTH IN THE AMENDED PLAN) AGAINST THE RELEASED PARTIES (AS DEFINED IN THE AMENDED PLAN).

For more detail see "Settlement, Release, Injunction, and Related Provisions" in Section VII.I below.

W. Are the Debtors' directors, officers or employees being released under the Amended Plan? What is the basis for the releases?

Article VIII.D and VIII.E of the Amended Plan provide that the Releasing Parties will release the Released Parties from certain Claims that have been or could have been brought against the Released Parties.

Importantly, the releases by the Debtors expressly exclude any Claims or Causes of Action that are found, pursuant to a Final Order, to be the result of a Released Party's gross negligence, fraud, or willful misconduct.

Subject to the above-described exclusion relating to gross negligence, fraud and willful misconduct, the Claims to be released by the Debtors under the Amended Plan include Claims based on or relating to the Debtors (including the management, ownership, or operation thereof), the Wind-Down Debtors, their Estates, the Debtors' in-or out-of-court restructuring efforts, the Debtors' intercompany transactions, any Avoidance Actions, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors or the Wind-Down Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Amended Plan, the business or contractual arrangements between any Debtor and any Released Party, the Alameda/Genesis Settlement Agreement and any Monetization Transaction.

The Released Parties include the Debtors and each Related Party of the Debtors, including officers, directors, and employees who were employed as of the Petition Date, solely in their capacity as officers, directors, and employees. However, the following Persons are <u>not</u> Released Parties: (i) former employees, officers and directors of the Debtors who did not serve as of the Petition Date, (ii) DCG Parties, (iii) Gemini Parties, and (iv) any officers, directors or employees of the Debtors as to which the Special Committee determines to exclude from the list of Released Parties prior to the Effective Date.

The Amended Plan does not provide for any non-consensual releases by Holders of Claims. All Holders of Claims who cast a timely Ballot to accept the Amended Plan (regardless of whether such Holders cast a timely Ballot to reject the Amended Plan with respect to any other separate Class of Claims) will be given the option to affirmatively opt in to the releases of Released Parties, including any of the Debtors' Related Parties, provided in the Amended Plan. Holders of Claims who vote to accept the Amended Plan without opting in or who vote to reject the Amended Plan or abstain from voting on the Amended Plan will not be deemed to have released any of the Released Parties, including any of the Debtors' Related Parties, and thus will not constitute Releasing Parties.

The Debtors believe that granting the above-described releases in favor of the directors, officers and employees providing services as of the Petition Date (such Persons, excluding, for the avoidance of doubt, any DCG Parties, the "Current D&Os") is reasonable in light of the following factors: (i) any such releases will not apply to any gross negligence, fraud or willful misconduct, as determined by a Final Order, (ii) any such releases will not apply to DCG Parties or Gemini Parties, and (iii) any such releases apply only to post-petition officers, directors and employees who have provided services to the estates following the Petition Date. In addition, the post-petition directors, officers and employees have knowledge and insight into the Debtors' business and transactions that is critical to the resolution of litigation against the DCG Parties and the Gemini Parties, as well as various enforcement actions relating to the Debtors' prepetition businesses.

Moreover, the directors, officers and employees providing services as of the Petition Date are entitled to indemnification pursuant to the Debtors' governing documents. GGC and GGH's operating agreements require GGC and GGH to indemnify employees for any claims that are not found to be the result of gross negligence and willful misconduct pursuant to a Final Order. Similarly, GAP's Constitution requires GAP to indemnify directors for any claims other than those in connection with any negligence, default, breach of duty or breach of trust. Thus, to the extent that the Wind-Down Debtors were successful in asserting claims against such directors, officers and employees, those Persons who have a right to indemnification and reimbursement, including with respect to legal fees. Absent the limited releases in the Amended Plan, any third parties bringing such actions against the specified individuals would be recovering from the Debtors' estates, in turn depleting the resources otherwise available for distribution to the creditors. Thus, there is alignment between the Debtors' estates and the directors, officers and employees who would receive releases.

Based on the internal investigation to date, the Special Committee has not identified intentional wrongdoing on the part of the current officers, directors, or employees who were employed as of the Petition Date that would give rise to claims or Causes of Action that are likely to provide value to the Debtors' estates. The Special Committee further reserves the right to exclude any Current D&Os (expressly excluding any DCG Parties) from the list of Released Parties prior to the Effective Date.

X. What is the deadline to vote on the Amended Plan?

January 10, 2023 at 4:00 p.m. (prevailing Eastern Time).

Y. What is a Confirmation Hearing and will the Bankruptcy Court hold a Confirmation Hearing?

Under section 1128(a) of the Bankruptcy Code, the Bankruptcy Court, after notice, may hold a hearing to confirm a chapter 11 plan. The Disclosure Statement Order provides that a hearing to confirm the Amended Plan (the "Confirmation Hearing") will be held before the Bankruptcy Court on February 14, 2024 at 10:00 a.m. (prevailing Eastern Time) (and February 15 and 16 if necessary, in each case depending on the Court's availability), ECF No. 1027. The Confirmation Hearing may be continued from time to time, without further notice other than an adjournment announced in open court or a notice of adjournment filed with the Bankruptcy Court and served on those parties who have requested notice under Bankruptcy Rule 2002 and the Entities who have filed an objection to the Amended Plan, if any, without further notice to parties in interest. The Bankruptcy Court, in its discretion and prior to the Confirmation Hearing, may put in place additional procedures governing the Confirmation Hearing. Subject to section 1127 of the Bankruptcy Code, the Amended Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing, without further notice to parties in interest.

Additionally, section 1128(b) of the Bankruptcy Code provides that any party in interest may object to Confirmation. The Disclosure Statement Order provides that any objections to the Amended Plan must be received,

Exhibit 3 Section VI.F of the Disclosure Statement (ECF No. 1031)

or claims held by members of the Ad Hoc Group. The Brown Rudnick Group includes eight members of the Ad Hoc Group.

In November 2023, creditors holding an aggregate amount of approximately 9,267. 38403 BTC and 1,828.8489 ETH claims formed the Genesis Crypto Creditors Ad Hoc Group (the "Crypto Creditors Group"). On November 27, 2023, the Crypto Creditors Group filed a Verified Statement pursuant to Bankruptcy Rule 2019. *See* ECF No. 984. The Crypto Creditors Group has indicated that it intends to object to confirmation of the Plan on the basis that BTC and ETH claims should be valued at a date after the Petition Date. The Crypto Creditors Group believes that the proposed Distribution Principles and the Amended Plan severely disadvantage creditors holding digital asset-denominated Claims.

On November 28, 2023, the Debtors, the Committee and members of the PSA Creditors entered into the PSA, a plan support agreement providing, among other things, that subject to receipt of a Bankruptcy Court-approved Disclosure Statement and the terms of the PSA, the PSA Creditors agree to vote, and the Committee agrees to encourage Holders of Claims to vote, to accept the Amended Plan, which Amended Plan must include certain specified provisions such as (i) a waiver of preference claims against any Holder of Claims belonging to a class that votes to accept the Amended Plan; (ii) the appointment of a Wind-Down Oversight Committee and Litigation Oversight Committee to oversee certain aspects of the implementation of the Amended Plan, subject to special governance provisions; and (iii) reimbursement of certain fees incurred by Proskauer Rose LLP, as counsel to the Ad Hoc Group, Kirkland & Ellis LLP, as co-counsel to the Ad Hoc Group through February 22, 2023 and Pryor Cashman LLP, as counsel to the dollar-creditor group. The PSA also includes customary affirmative and negative covenants and customary termination rights, including a fiduciary out for the Debtors and Committee and a termination right for any non-defaulting party in the event of a material breach of a covenant, representation or warranty by another party. Under the PSA, the Committee and the Ad Hoc Group reserve their rights to oppose (i) the scope of the Debtor releases as set forth in the Plan, (ii) the 3AC Settlement Agreement, and (iii) the Partial Repayment Agreement.

Unless the PSA has been terminated by its terms as to all parties thereto prior to the Effective Date as a result of one or more breaches by the PSA Creditors, the Amended Plan provides for the payment of the Ad Hoc Group's fees as an administrative expense, pursuant to a prepetition fee reimbursement letter executed by the Debtors and the Ad Hoc Group. The Debtors believe the payment of the Ad Hoc Group's fees, which as of September 30, 2023 total approximately \$4.7 million, including certain fees and expenses relating to litigation prosecuted by the Ad Hoc Group in these Chapter 11 Cases, is appropriate given that the Ad Hoc Group is a key party in interest and has contributed significant value to the Chapter 11 Cases by assisting the Debtors with formulating, negotiating, and developing the Amended Plan on behalf of the Ad Hoc Group members, representing creditors that are members of the Ad Hoc Group and supporting the Debtors in mediation, and communicating to the Ad Hoc Group members.

The Office of the U.S. Trustee objects to the payment of the Ad Hoc Group's fees provided under the Amended Plan and the rights of all parties with respect to this provision are expressly reserved.

E. The Restructuring Term Sheet

On February 10, 2023, a non-binding agreement in principle among the Debtors and key parties in interest was memorialized in the Restructuring Term Sheet (the "Restructuring Term Sheet") attached as Exhibit A to the Notice of Filing of the Restructuring Term Sheet, ECF. No. 80. While the Restructuring Term Sheet was executed by certain parties (including the Debtors, DCG, Gemini, and certain members of the Ad Hoc Group), it was not executed by a number of Ad Hoc Group members that had been part of the negotiations. The parties, however, continued to engage in discussions toward a possible consensual settlement of the issues addressed in the Restructuring Term Sheet. The Committee was not a party to, and was not involved in the negotiation of, the Restructuring Term Sheet, which was filed a few days after the Committee was appointed.

F. Special Committee Investigation

On November 18, 2022, the Holdco Board of Directors established the Special Committee, comprised of Paul Aronzon and Tom Conheeney, with responsibility for making all decisions relating to the liquidity and

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restructuring of Holdco and its subsidiaries.⁸ As part of its mandate, the Special Committee was charged with evaluating and approving transactions with affiliates including DCG Parties and investigating the Debtors' relationships and transactions with DCG Parties. One of the primary purposes of this investigation has been to assess whether the Debtors have potentially viable claims against the DCG Parties and to assist the Special Committee in the exercise of its fiduciary duties.

In accordance with this mandate, at the request of the Special Committee, Cleary commenced an investigation (the "Investigation") into the relationships and transactions between or among the Debtors and various DCG Parties, (i) corporate governance and corporate separateness between the Debtors and DCG Parties, (ii) the entry into the DCG Loans and the DCG Note, (iii) the restructuring of the DCG Loans at various points in time, including in November 2022; (iv) DCG's purported exercise of setoff rights in connection with DCG's \$52.5 million payment to Luno; (v) communications relating to the DCG Loans and DCG Note; and (vi) other transactions between the Debtors and the DCG Parties, including transactions occurring during the applicable avoidance periods under applicable law.

In connection with the Investigation, Cleary has reviewed over 294,000 documents and communications collected from 21 current and former employees allocated to the Debtors from January 1, 2021 to December 31, 2022. These documents and communications include corporate documents, financial statements, lending agreements and term sheets, and internal and external communications including emails, Microsoft Teams messages, Telegram messages, and social media posts. The document review process served the purpose of aiding (i) the Investigation, (ii) the Company's responses to requests from various authorities, and (iii) document requests from the UCC and DCG Parties, discussed in further detail below. These documents and communications (other than privileged documents and communications) were shared with counsel to the Committee as part of its own investigation.

As part of the Investigation, Cleary conducted more than 30 interviews with approximately twelve current and former employees allocated to the Company. Between December 4, 2022 and January 24, 2023, Cleary conducted 10 preliminary interviews with current employees on topics including lending processes and procedures, bookkeeping and loan management, compliance and risk policies, and intercompany lending. Following these preliminary interviews, from March 9, 2023 through September, 2023, Cleary conducted at least 19 more substantive interviews with both current and former employees regarding a variety of topics, including but not limited to client communications, risk management, accounting, and the relationship between GGC and DCG.

Additionally, on March 9, 2023, Cleary on behalf of the Special Committee requested from DCG various documents and communications related to, among other things, borrowing, lending, or financing arrangements between or among the Debtors, the DCG Parties and any other subsidiaries and affiliates, including those related to the transactions described above. As of the date of this filing, Cleary has received over 50,000 documents from DCG.

Cleary has shared the findings from the Investigation with the Special Committee and counsel to the UCC and the Ad Hoc Group. The Special Committee has concluded that there are colorable claims against certain DCG Parties for various causes of action, including potential claims based on alter ego theories, preference law, and other legally cognizable rights. With respect to officers, directors and employees and whether such parties would be released

On August 17, 2022, Thomas Conheeney was appointed as Independent Director of the Holdco Board of Directors. That same day, he was retained as a senior advisor to GGH. He was subsequently appointed to the Special Committee on November 18, 2022, when it was formed.

Generally speaking, a claim is "colorable" when it has "some legal and factual support, considered in light of the reasonable beliefs of the individual making the claim." Schalifer Nance & Co. v. Warhol, 194 F.3d 323, 337 (2d Cir. 1999) (citations and quotations omitted); see also In re Sabine Oil & Gas Corporation, 547 B.R. 503, 516 (Bankr. S.D.N.Y. 2016) (stating a colorable claim is one that is "plausible or not without some merit."); In re KDI Holdings, Inc., 277 B.R. 493, 508 (Bankr S.D.N.Y. 1999) ("In determining whether there is a colorable claim, the Court must engage in an inquiry that is much the same as that undertaken when a defendant moves to dismiss a complaint for failure to state a claim.").

as Released Parties under the Amended Plan, the Special Committee will provide additional disclosure regarding this

Nonetheless, the Special Committee continues to believe a viable settlement would be in the best interests of the creditors for several reasons. First, the Special Committee recognizes that the law governing such claims, particularly alter ego claims, creates significant challenges to a successful prosecution, and that the DCG Parties would vigorously defend against such claims. Moreover, any litigation against the DCG Parties with respect to these claims would be costly and subject to significant uncertainties, in terms of the ultimate likelihood of success, the ability to recover from responsible parties and the timing of any such recoveries. The Special Committee believes that any litigation over these claims would likely take years to complete, particularly in light of the time it could take to resolve potential appeals.

(i) Potential Claims Against the DCG Parties

issue in the Plan Supplement to be filed ten (10) days in advance of the Voting Deadline.

In the exercise of its fiduciary duties, the Special Committee has investigated and analyzed potential litigation Causes of Action against various DCG Parties, including, but not limited to, alter ego claims, preferences, fraudulent conveyances, equitable subordination, recharacterization, and improper setoff. The Investigation considered, among other things, prepetition transactions, relationships, and conduct involving the DCG Parties, including officers and directors of GGH. Additional information regarding certain current and potential Causes of Action against various DCG Parties is provided below.

The Special Committee reserves the right to supplement this description at any time. The descriptions of the various Causes of Action in this Disclosure Statement are intended to assist Holders of Claims entitled to vote on the Amended Plan in evaluating the benefits and risks of the Amended Plan. Nothing in this Disclosure Statement is, or should be construed as, an admission, or in any way limits or prejudices the Debtors or their potential pursuit of Causes of Action against any of the DCG Parties and any and all rights of the Debtors or the Wind-Down Debtors with respect to the potential pursuit of Causes of Action against any or all of the DCG Parties, regardless of whether they are described herein, are fully reserved. Importantly, nothing in this Disclosure Statement is, or should be construed as, a representation as to whether the Debtors or the Wind-Down Debtors will ultimately be successful or unsuccessful in pursuit of any of the Retained Causes of Action. Litigation is inherently uncertain and any recovery will depend upon a number of factors, including the probability of success in litigation, the difficulties in collection and the expense and delay of litigation. Many of these factors are not within the Debtors' control and, litigation of the Retained Causes of Action may not result in any incremental distributable value to the Debtors' estates.

(a) Claims for Recovery of Undisputed Amounts Owed by DCG and DCGI to GGC

As described in Section VI.U(iii) of this Disclosure Statement, on May 12, 2023, the Debtors delivered a notice of default to DCG and DCGI for DCG and DCGI's non-payment of approximately \$627 million in loans that were due on May 9, 10 and 11, 2023. On May 19, 2023, the Debtors received a forbearance proposal from DCG related to its nonpayment of such loans. As part of the mediation with DCG and other key stakeholders ordered by the Bankruptcy Court and described in Section VI.P(ii) herein, including certain members of the Committee and the Ad Hoc Group, the Debtors and DCG began negotiating a forbearance agreement with respect to the unpaid loans soon after their maturity dates. Ultimately, these discussions led to an Agreement in Principle, as reflected in the *Notice of Mediation Termination*, ECF No. 625, filed with the Bankruptcy Court on August 29, 2023.

As negotiation over definitive documentation were in process, on September 6, 2023, GGC commenced the DCG Turnover Action under section 542(b) of the Bankruptcy Code to recover more than \$500 million in undisputed principal and interest (including Loan Fees) owed to GGC under the DCG Loans, described in Section IV.C herein. The DCG Turnover Action does not seek payment of default interests (i.e., Late Fees) because DCG disputes the obligation to pay such amounts, and the relevant provisions of the Bankruptcy Code do not permit the Debtors to seek payment of disputed amounts pursuant to a turnover action. However, the Debtors have reserved all rights to assert that DCG is obligated to pay Late Fees under the DCG Loans.

On the same day, GGC commenced the DCGI Turnover Action under section 542(b) of the Bankruptcy Code to recover 4,550.45173345 BTC (approximately \$117 million as of September 6, 2023) and accompanying payable non-default and default interest (i.e., Loan Fees and Late Fees) owed under the DCGI Loan. *See* Section IV.C *supra*.

On September 12, 2023, the Debtors, DCG and DCGI entered into the Partial Repayment Agreement, which for a limited forbearance by GGC in respect of the DCG Parties' obligations to GGC that are the subject of

provides for a limited forbearance by GGC in respect of the DCG Parties' obligations to GGC that are the subject of the Turnover Actions filed against DCG and DCGI. In exchange for such forbearance, each of DCG and DCGI agreed to make three installment payments of \$75 million and a fourth installment payment of \$50 million, with the full \$275 million payable upon the occurrence of the Plan Effective Date, if not already paid by such date. On November 29, 2023, the Partial Repayment Agreement was amended to provide for further payments to be made on a modified schedule, with full payment on account of the DCG Loans and the DCGI Loan to be made by April 1, 2024. Further details of the Partial Repayment Agreement are included in Section VI.P(ii) of this Disclosure Statement. The Debtors agreed to voluntarily stay the Turnover Actions pursuant to the Partial Repayment Agreement. As of December 1, 2023, DCG and DCGI have paid or transferred a total of approximately \$325 million pursuant to the Partial Repayment Agreement, plus approximately \$8.5 million in Loan Fees and \$3.2 million in Late Fees during the term of the Partial Repayment Agreement.

In the event that the Debtors determine to terminate the Partial Repayment Agreement pursuant to the terms of the Partial Repayment Agreement, the Debtors or the Wind-Down Debtors intend to prosecute the Turnover Actions. In such event, the Special Committee believes that the Turnover Actions could reach judgment stage in 60-90 days, in part because the Turnover Actions seek only undisputed amounts owed by the DCG Parties (as required under section 542(b)). There can be no assurance, however, that the Turnover Actions could reach judgment on such time frame, and the DCG Parties could appeal any judgment in favor of the Debtors. In response to the continued prosecution of the Turnover Actions, or a judgment in favor of the Debtors, the DCG Parties might seek to refinance the DCG Loans on terms that may be less favorable than the terms that the Debtors may otherwise agree to in connection with a consensual resolution.

Please refer to "<u>DCG Position on Agreement in Principle</u>" in <u>Exhibit F</u> for DCG's position on the amounts owed by DCG and DCGI to GGC.¹⁰

(b) Claims Based on Alter Ego Liability

A primary focus of the Special Committee's Investigation has been potential claims of alter ego liability against DCG, which if successful would result in a finding that DCG is liable for all of the Debtors' unpaid obligations owed to creditors of the Debtors. DCG disputes the viability of any alter ego claims. For a discussion of DCG's purported defenses, please refer to "DCG Response to Alleged Alter Ego Claims" in Exhibit F which has been prepared by DCG for inclusion in this Disclosure Statement. The Debtors and Committee strongly disagree with the assertions made by DCG in the DCG Response.

The Investigation found that DCG, the ultimate sole owner of GGC, exerted significant financial and corporate control over GGC. Among other things, the Investigation revealed that DCG referred to GGC as the "de facto" treasury for certain DCG Parties, and did not maintain appropriate corporate formalities, including failing to implement policies with respect to entry into related party transactions, such as the DCG Loans and the DCG Note. In addition, the Investigation determined that DCG did not properly capitalize GGC, that DCG benefited from significant unsecured loans that were not available to other Genesis creditors (who typically had to borrow on a secured basis) and that on several occasions, despite opposition from GGC, DCG was granted flexible or extendible maturity dates and interest rates.

The Investigation also found that, beginning in June 2022, DCG took steps to delay a potential insolvency filing by GGC in a manner that gave DCG and DCGI more time to pay off or extend approximately \$830 million in loans, including \$100 million due in July 2022 and \$50 million due in August 2022. Around that time, GGC faced equity and liquidity constraints and sought to obtain capital injections from DCG. GGC's continued survival was critical to DCG, as a default by GGC could negatively affect the DCG Parties and accelerate intercompany lending arrangements. DCG implemented several intercompany transactions to prevent withdrawals and redemptions by GGC lenders, but these transactions did not resolve GGC's liquidity issues. At the same time, certain DCG Parties continued

DCG's positions are hyperlinked throughout the Amended Disclosure Statement to the relevant section of **Exhibit F**.

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extending the time to repay numerous unsecured loans from GGC, further exacerbating GGC's liquidity issues. Several of these loans were ultimately restructured under conditions that were not at arm's length and included terms that may not have reflected market interest rates or maturities.

Below is a brief description of certain transactions considered as part of the Investigation that support a potential claim of alter ego liability against DCG. Some of these facts may also support other potential claims, such as equitable subordination, fraudulent conveyance and/or recharacterization claims.

(i) DCG Note

As described in Section IV.C(iii) of this Disclosure Statement, on June 30, 2022, DCG assumed a \$1.1 billion payable that GAP owed to GGC and evidenced the assumed payable with a \$1.1 billion promissory note in favor of GGC that had a 10-year maturity and fixed interest rate of 1% that may, at DCG's option, be paid in kind. To date, DCG has not repaid GGC, nor has it made any interest payments relating to the 10-year DCG Note.

The Investigation has considered 3AC's default on loans made by GAP with working capital from GGC, the assumption of the liability for the amounts owed by GAP to GGC, issuance of the DCG Note to evidence the obligation, the negotiations surrounding the DCG Note, the terms of the DCG Note, and the effect of the DCG Note on GGC's balance sheet, liquidity, net interest margin, equity and underlying business. Based on the Investigation, there is evidence that DCG sought to avoid or delay a GGC bankruptcy and structured the DCG Note to favor its own interests. DCG was concerned that a GGC insolvency or bankruptcy could pose risks to DCG's capital and solvency, but it was also concerned about the risks of using its own assets to improve GGC's equity and liquidity positions. Rather than contribute liquid equity or transfer assets to GGC, in connection with assuming the \$1.1 billion payable from GAP to GGC, DCG and its advisors proposed the idea of the DCG Note to satisfy the payable obligation and set the terms of that note, including the 10-year term and 1% paid in kind interest.

The Investigation identified evidence that DCG leadership was involved in crafting the messaging surrounding the support DCG was providing to GGC, which included messaging about GGC as a going concern and did not include the terms of the DCG Note.

Shortly after the execution of the DCG Note at the end of June 2022, GGC was entitled to repayment by DCG of two loans, the January Loan and February Loan, amounting to a net total of \$150,000,000 (the January Loan, which was due in July 2022, and the February Loan, which was due in August 2022). DCG also had outstanding loans amounting to \$300,000,000 that would be due in May 2023. There was also the outstanding then open term DCGI Loan to DCGI. DCG sought the extension of the loans that would become due in July and August 2022. In seeking to extend the maturity dates of the January Loan and February Loan (which would come due in the event of a GGC bankruptcy), DCG was able to retain \$150,000,000 in otherwise matured loans due to GGC, benefitting its own liquidity at the detriment of GGC's liquidity and causing a duration mismatch in GGC's loan portfolio.

DCG strongly disagrees with the assertions made by the Debtors with respect to the DCG Note. Please refer to " \underline{DCG} Response to Claims in Connection with the Note" in $\underline{Exhibit}$ F for DCG's position on the DCG Note.

(ii) September 29 Transaction

GGC repeatedly requested equity injections from DCG in the summer and fall of 2022. Beginning at the end of June 2022, GGC flagged concerns regarding what it perceived as a flight risk of various lenders, especially large open-term lenders, if its liquidity and equity positions continued to deteriorate. On September 27, 2022, near the end of Q3 2022, DCG's advisors proposed a transaction to contribute \$100 million in equity to GGC, whereby (i) GGC would repay an existing \$100 million loan extended to it by DCGI; (ii) DCGI would then contribute that \$100 million to DCG in the form of a dividend distribution; and (iii) DCG would then contribute the \$100 million back to GGC as equity. This transaction was executed on September 29, 2022 (the "September 29 Transaction"). DCG was again seen to provide support to GGC, improving GGC's equity position such that it avoided a run on the bank and a threat to GGC as a going concern.

The Investigation considered the negotiations for the September 29 Transaction (and the discussions leading up to it), the terms of the September 29 Transaction, and the effect of the September 29 Transaction on GGC's balance

sheet, liquidity, net interest margin, equity and underlying business. The evidence shows that DCG and its advisors prepared the documentation for the September 29 Transaction on the same day that the transaction was consummated. Although the September 29 Transaction improved the appearance of GGC's balance sheet, it did not improve GGC's liquidity or net interest margin, nor provide the level of equity support that GGC had determined was necessary to sustain its underlying business. Despite assurances that DCG would support GGC and allow it to remain a going concern, GGC was undercapitalized throughout this period. Additionally, at the same time that DCG proposed the September 29 Transaction, it also sought to further extend its outstanding intercompany loans from GGC without providing any collateral. As a result, GGC continued to suffer liquidity constraints and duration mismatches in its lending portfolio.

The Investigation has also identified potential preference claims against DCGI with respect to the September 29 Transaction. Specifically, the Debtors paid \$100,581,975 to DCGI on September 29, 2022, pursuant to the first leg of transaction, described above. This payment to DCGI occurred within the one-year preference period and could potentially be recovered by GGC as a preference.

DCGI asserts that any such claims are without merit and DCGI intends to vigorously defend against any such preference claims, as through the September 29 Transaction, DCGI contributed new value in the amounts set forth above for Genesis' benefit.

(iii) Transactions on November 10 and 11, 2022

In September and October 2022, deteriorating market conditions increased the likelihood that major GGC open-term lenders, including Gemini, would seek repayment of their loans. Gemini requested that GGC transfer 31 million shares of GBTC to Gemini as collateral to hold on behalf of Gemini Earn customers. On November 10, 2022, GGC began negotiations with DCG on a structure to provide Gemini with the requested assets. While GGC requested that DCG post the GBTC shares to Genesis as collateral for the DCGI Loan, DCG was resistant to this structure and wanted to instead provide the GBTC shares to GGC as repayment for the DCGI Loan.

On November 11, 2022, the parties agreed to the following series of transactions (together, the "November <u>Transactions</u>"):

- DCGI distributed to DCG a dividend of 31,180,804 shares of GBTC. These shares were then transferred from DCG to GGC. Of those approximately 31 million GBTC shares, 5,181,437 GBTC shares were contributed as follows: (i) from DCGI to DCG, (ii) from DCG to GGH, (iii) from GGH to GGC, and (iv) from GGC to GGCI as an injection of equity. The other 25,999,457 GBTC shares were transferred to GGC as a partial repayment of the DCGI Loan, leaving approximately 4,550 BTC still owed to GGC by DCGI. See Section IV.C supra.
- GGC repaid a \$50 million USD loan from DCG executed between the parties on June 15, 2022. This \$50 million repayment to DCG was then contributed (i) from DCG to GGH, (ii) from GGH to GGC, and (iii) from GGC to GGCI as an injection of equity. See Section IV.C supra.
- GGC repaid approximately \$40 million worth of loans it owed to DCGI for various transactions. This approximately \$40 million was contributed (i) from DCGI to DCG, (ii) from DCG to GGH, (iii) from GGH to GGC, and (iv) from GGC to GGCI as equity in the form of various digital assets.

Altogether, GGCI received approximately \$140 million in equity. In return for these equity injections, GGC agreed to extend the maturity dates of (i) the January Loan; (ii) the February Loan; and (iii) the remaining 4,550 BTC portion of the DCGI Loan still owed to GGC by DCGI, each to May 11, 2023 (six-month extensions). *See* Section IV.C *supra*.

The Investigation has focused on the effect of the collapse of the FTX Entities on the Debtors' business, the negotiations between and among Gemini, GGC, and DCG regarding the November Transactions, the terms of the November Transactions, and the effect of the November Transactions on GGC's balance sheet, liquidity, net interest margin, equity and underlying business. The Investigation has also examined whether repayment of the DCGI Loan

in GBTC was adequate given the value and restrictions on GBTC at the time, and the effect of those restrictions on GGC's liquidity position.

The Investigation further identified potential preference claims against certain DCG Parties with respect to the November Transactions. Specifically, the Debtors paid \$40 million to DCGI and \$50 million to DCG on November 11, 2022 in connection with the November Transactions, as described above. These payments to DCG and DCGI have been identified as potential preference payments subject to claw-back. It is DCG and DCGI's position that any such claims are without merit and the Debtors under that DCG and DCGI intend to vigorously defend against any such preference claims, as through the November Transactions, DCG and DCGI assert that they contributed new value in the amounts set forth above for Genesis' benefit. Accordingly, DCG and DCGI reserve all rights and defenses with respect to such transactions.

(iv) Claims Arising out of the Tax Sharing Agreement

On October 5, 2021, DCG entered into an Agreement to Allocate Consolidated Income Tax Liabilities and Benefits with GGH and other DCG subsidiaries (the "Tax Sharing Agreement"). The Tax Sharing Agreement provided that DCG would have "maximum discretion regarding the tax affairs" of GGH and other subsidiaries, including over the allocation of tax benefits and liabilities, and that DCG "may deviate from the provisions in the Agreement without causing a breach, and [DCG] may require [GGH and other subsidiaries] to modify and/or amend the terms of [the Tax Sharing Agreement] as [DCG] deems appropriate or fit in [DCG's] sole discretion."

Pursuant to the Tax Sharing Agreement, GGC made payments to DCG of \$23,902,602 on April 18, 2022, and \$10,384,298 on June 15, 2022.

The terms of the Tax Sharing Agreement and the payments made thereunder, including during times when GGC had significant liquidity constraints, illustrate DCG's ability to exert corporate and financial control over GGC. The April 18, 2022 and June 15, 2022 payments under the Tax Sharing Agreement also have been identified as potential preference payments subject to claw-back.

DCG strongly disagrees with the assertions made by the Debtors with respect to the Tax Sharing Agreement. Please refer to " \underline{DCG} Response to Alleged Claims Arising under Tax Sharing Agreement" in $\underline{Exhibit}$ F for DCG's position on the Tax Sharing Agreement.

(v) Potential Recoveries for Alter Ego Claims

The outcome of a claim based on alter ego liability is generally binary—either the claim will prevail and DCG will be fully liable for the Debtors' unpaid obligations, or the claim will fail and DCG will bear no liability for those obligations. Alter ego claims are challenging both to prove and to defend against. Based on the Investigation, an alter ego claim against DCG would present significant litigation risk to DCG, although there are serious challenges in ultimately proving such claim.

Alter ego liability is an exceptional remedy and the burden of proof is generally high. Alter ego litigation is typically long, expensive, and highly fact-intensive. Courts evaluate a number of factors, no single factor being dispositive, to determine whether to pierce a company's corporate veil. Under Delaware law, courts consider whether the subsidiary was solvent, whether the subsidiary was adequately capitalized, whether corporate formalities were observed, whether the parent siphoned the subsidiary's funds, and whether the subsidiary functioned as a façade for the parent. Additionally, Delaware law would require a showing of fraud or similar injustice committed by DCG. In this case, the relevant factors may include (i) the observation of corporate formalities in transactions between GGC and the DCG Parties; (ii) GGC's solvency and capitalization; (iii) siphoning of GGC's funds by the DCG Parties; (iv) any absence of corporate records; (v) whether GGC was merely a façade for the operations of certain DCG Parties; (vi) the independence of GGC's corporate functions and decision-making; and (vii) any payment of dividends by GGC to the DCG Parties.

While the Investigation has uncovered facts that indicate significant litigation risk to DCG with respect to alter ego liability, as described in Section VI.F(i)(b) above, these claims may be difficult to prosecute and are

especially challenging in the context of single-member limited liability companies that are Chapter 11 debtors. As a result, potential recoveries for the alter ego claims are uncertain.

DCG strongly disagrees with the assertions made by the Debtors with respect to the Alter Ego Claims. Please see "DCG Response to Alleged Alter Ego Claims" in **Exhibit F** for DCG's position on the Alter Ego Claims.

(c) Preference Claims

The Special Committee's Investigation has also focused on identifying and analyzing potential preference claims that the Debtors may have against the DCG Parties. Inclusive of the potential preference claims related to the September 29 Transaction and the November Transactions detailed in Sections VI.F(i)(b)(ii) and (iii) above, the Investigation has identified various payments from the Debtors to certain DCG Parties during the one-year preference period totaling \$2,020,314,043. This amount includes:

- \$961,073,011 in payments that DCG and its subsidiaries received during the preference period to close out existing loans to the Debtors;
- \$913,579,201 in new loans that the Debtors made to DCG and its subsidiaries during the preference period;
- \$92,757,482 in collateral returned by the Debtors to DCG during the preference period;
- \$7,876,872 in interest payments by the Debtors to DCG during the preference period; and
- \$45,027,477 in cash outflows from the Debtors to DCG during the preference period, \$34,292,242 of which relates to tax payments under the Tax Sharing Agreement between the Debtors and DCG.

During the preference period, payments in the amounts listed below were made to the following DCG Parties:

- \$1,094,278,529 to DCG;
- \$413,746,865 to DCGI;
- \$138,004,978 to Luno; and
- \$101,181,121 to HQ Cash Management Fund LP.

The Investigation has also identified potential preference claims related to the early redemption of loans by various DCG-related insiders with exposure to GGC in June 2022.

(i) Potential Recoveries for Preference Claims

Although there were approximately \$2 billion in intercompany outflows, the large majority of these transactions may be subject to a number of defenses under bankruptcy law, including that (i) GGC was not insolvent at the time of certain transfers; (ii) payments were in the ordinary course of business, consistent with the usual course of dealing between GGC and the DCG Parties; and (iii) certain transactions cannot give rise to preference liability based on a subsequent new value defense.

DCG strongly disagrees with the assertions made by the Debtors with respect to the Preference Claims. Please refer to " $\frac{DCG}{DCG}$ Response to Alleged Preference Claims" in $\frac{Exhibit}{F}$ for DCG's position on the Preference Claims.

(d) Setoff of Loans Between Luno Australia Pty Ltd. and GGC, DCG and GGC

On January 24, 2022, GGC lent \$100,000,000 to DCG, with a maturity date of July 24, 2022. As noted above in Section VI.F(i)(b)(iii), the January Loan's maturity date was extended to May 11, 2023. As described in Section IV.C of this Disclosure Statement, GGC borrowed \$52,500,000 from Luno under the Luno MLA. On November 11, 2022, DCG issued a guarantee to Luno regarding GGC's obligations under the Luno MLA. On November 17, 2022, after the collapse of the FTX Entities, Luno demanded repayment of its loan from DCG, resulting in the Luno Transaction.

The Investigation has focused on the provisions of the MLA between GGC and DCG, and between GGC and Luno, contingency and mutuality between the two loans, whether the setoff would be considered equitable and whether the setoff constitutes a fraudulent conveyance.

(i) Potential Recoveries for Luno Setoff Claims

Depending on the validity of DCG's setoff as governed by the Luno MLA, and potential characterization of the setoff as a fraudulent conveyance, as an action that was unavailable to DCG under common law, or as inequitable and thus unenforceable, GGC's claims against DCG relating to the January Loan could range from \$47,500,000 to \$100,000,000, plus interest and applicable fees.

DCG strongly disagrees with the assertions made by the Debtors with respect to the Luno Setoff Claims. Please refer to "DCG Response to Alleged Luno Setoff Claims" in Exhibit F for DCG's position on the Luno Setoff Claims.

(e) DCG's Liability Under the Assumption and Assignment Agreement Relating to the Three Arrows Capital Loans

Between January 2019 and the date of 3AC's default in June 2022, GAP extended loans to 3AC (the "<u>3AC Loans</u>") pursuant to a Master Loan Agreement dated January 10, 2019, and a Master Loan Agreement dated January 24, 2020 (together, the "<u>3AC MLAs</u>"). Exchanges of collateral in connection with the 3AC Loans were governed by a Pledge Agreement dated May 28, 2020, a Pledge Agreement dated November 16, 2021, and a Pledge Agreement dated January 27, 2022 (collectively, the "<u>Pledge Agreements</u>"). On June 27, 2022, 3AC commenced the 3AC Liquidation Proceeding before the BVI Court and subsequently sought recognition of the proceeding in the Bankruptcy Court for the Southern District of New York. *See* Verified Pet. Under Chapter 15 for Recognition of a Foreign Main Proceeding and Related Relief, In re Three Arrows Capital, Ltd., *In re Three Arrows Capital*, Ltd., Case No. 22-10920 (MG) (Bankr. S.D.N.Y. July 1, 2022), ECF No. 2, at ¶ 1.

On July 14, 2022, GAP and DCG executed an Assignment and Assumption of Master Loan Agreement (the "3AC Loan Assignment and Assumption Agreement"), by which (i) GAP assigned to DCG all of its outstanding 3AC Loans, (ii) DCG assumed all liabilities of GAP under the MLAs; and (iii) GAP assigned to DCG, and DCG assumed, all of GAP's rights and obligations pursuant to the Pledge Agreements, as well as rights to any remaining collateral received by GAP.

On August 18, 2023, 3AC filed the Amended 3AC Claims, *see* Section VI.N(ii)(b) *infra*, (i) seeking damages in respect of certain of the collateral pledged by 3AC to GAP pursuant to the Pledge Agreements that was foreclosed upon by Genesis (the "3AC Loan-Related Claims"), and (ii) describing "potential" claims for avoidance of transfers made by 3AC to GAP pursuant to 3AC's obligations under the MLAs and Pledge Agreements in connection with the 3AC Loans (the "3AC Preference Claims"). *See* Amended 3AC Claims at ¶ 37, 45, 50, 56, 65. The Amended 3AC Claims fail to plead with particularity the origin or circumstances of the transfers of the assets purportedly subject to the 3AC Loan-Related Claims. *See* Renewed 3AC Objection at ¶ 46. However, because the entire lending and borrowing relationship between GAP and 3AC was governed by the MLAs and the Pledge Agreements, all of the assets subject to the 3AC Claims were transferred pursuant to the MLAs and the Pledge Agreements. *See* Renewed 3AC Objection at ¶ 77.

Therefore, pursuant to the 3AC Loan Assignment and Assumption Agreement, DCG is liable for any and all amounts that may be due in connection with the 3AC Loan-Related Claims, the "potential" 3AC Preference Claims, and any other claims under or related to the MLAs and the Pledge Agreements. DCG has disputed the Debtors' view of DCG's liability under the 3AC Assignment and Assumption Agreement.

DCG strongly disagrees with the assertions made by the Debtors with respect to DCG's liability under the 3AC Assignment and Assumption Agreement. Please refer to "DCG Response to Alleged Claims under the Assignment and Assumption Agreement" in **Exhibit F** for DCG's position on the Assignment and Assumption Agreement.

(f) DCG Parties' Reservation of Rights

Please refer to "<u>DCG Reservation of Rights</u>" in <u>Exhibit F</u> for DCG's reservation of rights with respect to any and all alleged claims identified herein or in the future by any party.

(g) The Impact on Recoveries from the Causes of Action in the Event of the Debtors' Solvency

Please refer to "The Impact on Recoveries From the Causes of Action In the Event of the Debtors' Solvency" in **Exhibit F** for DCG's position on the impact of recoveries in the event of the Debtors' solvency. The Debtors disagree with DCG's position. As noted above, DCG has defaulted on approximately \$627 million in loans that were due in May 2023 and continue to owe the Debtors more than \$430 million in defaulted debt. In addition, as described above, the Special Committee has investigated the DCG Parties' conduct and determined that they have colorable claims against the DCG Parties. The Debtors have reserved their right to subordinate the DCG Claims. No distributions under the Amended Plan shall be made on account of Equity Interests in GGH until all Claims are ultimately determined by a Final Order to have been rendered Unimpaired. Moreover, no distribution will be made to DCG in the event there are still pending disputes or litigation between the Wind-Down Debtors and the DCG Parties.

(ii) Potential Claims Against Gemini and/or the Gemini Lenders

In the exercise of its fiduciary duties, the Special Committee has investigated and analyzed potential litigation Causes of Action against Gemini and the Gemini Lenders, including, but not limited to, preferences, constructive fraudulent conveyances, and declaratory judgments relating to Gemini's purported foreclosure on the August 2022 Collateral and its assertion of a security interest in the Additional GBTC Shares. The investigation considered, among other things, prepetition transactions, including transfers of collateral, Gemini's purported foreclosure, and other conduct involving Gemini and the Gemini Lenders.

On October 27, 2023, Gemini filed the Gemini Adversary Proceeding (defined below) naming the Debtors as defendants. In the Gemini Adversary Proceeding, Gemini seeks declaratory judgments from the Bankruptcy Court that (1) it validly foreclosed on the August 2022 Collateral and is entitled to set off the proceeds of its purported foreclosure on the August 2022 Collateral, (2) it has a security interest in the Additional GBTC Shares, and/or (3) the Additional GBTC Shares are not property of the Debtors' estates. The complaint filed by Gemini in the Gemini Adversary Proceeding alternatively asserts a claim of constructive trust over the Additional GBTC Shares. On November 21, 2023, the Debtors filed a motion to dismiss the majority of the claims asserted in the Adversary Proceeding, asserting that (1) the Adversary Proceeding should be dismissed as to Holdco and GAP for failure to state a claim against such entities and (2) the Adversary Proceeding's claims that (i) Gemini has a security interest in the Additional GBTC shares, (ii) the Additional GBTC Shares are not property of the Debtors' estates, and (iii) Gemini is entitled to a constructive trust over the Additional GBTC Shares, should be dismissed because such claims fail based on the language of the relevant agreements and/or as a matter of law. Also on November 21, 2023, the Debtors filed an answer to Gemini's complaint, denying the allegations in support of Gemini's claim that it validly foreclosed on the August 2022 Collateral and is entitled to set off the proceeds of its purported foreclosure on the August 2022 Collateral, principally by asserting counterclaims that no valid foreclosure took place with respect to the August 2022 Collateral. The Debtors also asserted that the November 7, 2022 amendment to the Security Agreement is avoidable pursuant to section 548 of the Bankruptcy Code. Gemini's response to the Debtors' positions in the above-discussed dispute are described in **Exhibit G** hereto.

On November 21, 2023, GGC commenced the Gemini Preference Action (defined below) naming Gemini and the Gemini Lenders as defendants. In the Gemini Preference Action, GGC seeks to avoid and recover payments from the Debtors to Gemini and/or the Gemini Lenders during the ninety-day preference period with a gross total of approximately \$689,302,000, plus interest and costs. The complaint filed by GGC in the Gemini Preference Action also seeks to disallow any Claims filed by Gemini and/or the Gemini Lenders until such time as the property at issue in the Gemini Preference Action is returned to GGC or the value of such property is paid to GGC.

The Special Committee reserves the right to supplement this description at any time. The descriptions of the various Causes of Action in this Disclosure Statement are intended to assist Holders of Claims entitled to vote on the Amended Plan in evaluating the benefits and risks of the Amended Plan. Nothing in this Disclosure Statement is, or should be construed as, an admission, or in any way limits or prejudices the Debtors or their pursuit of Causes of

Action against any of Gemini or the Gemini Lenders and any and all rights of the Debtors or the Wind-Down Debtors with respect to the pursuit of Causes of Action against any or all of Gemini or the Gemini Lenders, regardless of whether they are described herein, are fully reserved. Importantly, nothing in this Disclosure Statement is, or should be construed as, a representation as to whether the Debtors or the Wind-Down Debtors will ultimately be successful or unsuccessful in pursuit of any of the Retained Causes of Action. Litigation is inherently uncertain and any recovery will depend upon a number of factors, including the probability of success in litigation, the difficulties in collection and the expense and delay of litigation. Many of these factors are not within the Debtors' control and, litigation of the Retained Causes of Action may not result in any incremental distributable value to the Debtors' estates.

(a) Preference Claims

The Special Committee's Investigation has focused on identifying and analyzing potential preference claims that the Debtors may have against Gemini and/or the Gemini Lenders. The Investigation has identified various payments from the Debtors to Gemini and/or the Gemini Lenders during the ninety-day preference period with a gross total of approximately \$689,302,000. Moreover, the allegations in Gemini's Adversary Proceeding concede that the Debtors were insolvent during this time. As noted above, on November 21, 2023, GGC filed the Gemini Preference Action against Gemini and the Gemini Lenders seeking to avoid and recover these payments.

(i) Potential Recoveries for Preference Claims

Although there were approximately \$689,302,000 in outflows, the large majority of these transactions may be subject to a number of defenses under bankruptcy law, including that (i) payments were in the ordinary course of business, consistent with the usual course of dealing between GGC and Gemini and/or the Gemini Lenders; (ii) the transactions are protected from avoidance by the Bankruptcy Code's "safe harbor" provisions; and/or (ii) certain transactions cannot give rise to preference liability based on a subsequent new value defense.

(b) Declaratory Judgments and Preferential Transfers

The Special Committee has analyzed the claims raised in the Adversary Proceeding. The Special Committee has concluded that the claims raised in the Adversary Proceeding are not meritorious, and the Debtors have sought relief in the form of dismissal of the claims on the merits and counterclaims in the same action. Specifically, as described above, the Debtors have moved to dismiss and/or asserted counterclaims and sought declaratory judgments on the grounds that (1) Gemini did not foreclose on the August 2022 Collateral and (2) Gemini does not have a security interest in the Additional GBTC Shares, which remain property of GGC. The Debtors have also asserted that, to the extent that Gemini prevails on its claims that the Additional GBTC Shares were validly pledged, such pledge is a voidable preference pursuant to Section 547 of the Bankruptcy Code.

(i) Potential Recoveries from Declaratory Judgments

Declaratory judgments in favor of the Debtors on the above-described issues would result in a determination by the court that the August 2022 Collateral was not foreclosed upon in November 2022, and therefore remains collateral held by Gemini for the benefit of the Earn Users, such that the current value of the August 2022 Collateral (more than \$900 million) is the appropriate value to use as the set-off amount for the Gemini Lenders' claims against GGC, rather than the much lower price at which Gemini purported to sell the August 2022 Collateral to itself, to the detriment of the Gemini Lenders, in November 2022.

(c) Constructive Fraudulent Conveyance

As discussed in Section IV.C above, on August 15, 2022, GGC and Gemini executed a Security Agreement (the "Security Agreement") pursuant to which GGC transferred the August 2022 Collateral to Gemini in support of the Gemini Borrowings. The Security Agreement provided that the August 2022 Collateral would be returned to GGC on November 15, 2022 irrespective of the Gemini Borrowings outstanding as of that date. On November 7, 2022, GGC and Gemini executed an amendment to the Security Agreement (the "First Amendment to the Security Agreement") by which GGC agreed that the August 2022 Collateral would be returned to GGC when it had repaid the Gemini Borrowings in full, rather than on November 15, 2022. No consideration was given by Gemini in exchange for GGC's agreement to extend the term of the pledge, which facts support the constructive fraudulent conveyance

counterclaim brought by GGC in the Gemini Adversary Proceeding for the value given by GGC in the First Amendment to the Security Agreement.

(i) Potential Recoveries for Constructive Fraudulent Conveyance Claim

If the Bankruptcy Court finds in favor of the Debtors on the constructive fraudulent conveyance claim against Gemini, it will set aside the effective elimination of Gemini's obligation to return the August 2022 Collateral on November 15, 2022 (i.e. the agreement in the First Amendment to the Security Agreement to extend the term of the pledge of the August 2022 Collateral), and return the parties to their positions prior to the execution of the First Amendment to the Security Agreement, whereby Gemini would have been obligated to return the August 2022 Collateral prior to its alleged foreclosure. GGC would then be entitled to a return of the August 2022 Collateral or its value as determined by the Bankruptcy Court, in accordance with the terms of the Security Agreement prior to its amendment.

G. The Committee's Investigation

The Committee, in furtherance of its fiduciary duty to unsecured creditors, has been investigating all prepetition conduct that may give rise to potential claims or causes of action against third parties, including the DCG Parties. Such claims may be a valuable source for improving creditor recoveries. To date, the Committee has received approximately 100,000 documents from the Debtors, DCG, and Gemini, with productions from the Debtors still being made on an ongoing basis.

The Committee's investigations focused on issues identified above that were the subject of the Special Committee's investigation, with a special focus on alter ego and preference claims. The Committee also focused on statements made publicly or to individual investors by DCG concerning the DCG Note, as well as the extent to which communications by the Debtors were directed by DCG.

The Committee's advisors have shared the findings of their investigation with the Committee members on a regular basis to inform the Committee as to the scope and strength of potential litigation claims against the DCG Parties and other third parties. The Committee agrees with the Special Committee's assessment of the potential claims against the DCG Parties. Additionally, the Committee believes that certain transactions and transfers with, or directed by, DCG contributed to the Genesis liquidity issues that precipitated the Chapter 11 Cases.

The Debtors understand that DCG rejects these assertions and intends to vigorously defend against any such claims.

H. Redaction Decision

On April 24, 2023, the Bankruptcy Court conducted an evidentiary hearing on the motions by the Debtors and the Committee to redact all personally identifiable information ("PII") for the Debtors' lenders, including both individual and institutional lenders, from publicly-filed documents, including Schedules and Statements. The Debtors and the Committee sought to redact PII of the Debtors' lenders from public filings on the grounds of two alternate arguments based on two separate provisions of the Bankruptcy Code: (i) as confidential commercial information under section 107(b) of the Bankruptcy Code and (ii) based on undue risk of harm under section 107(c) of the Bankruptcy Code, ECF Nos. 14, 67, 137. The Bankruptcy Court agreed that PII of both individual and institutional lenders should be redacted under section 107(b) based on the first argument and issued a memorandum decision on August 4, 2023, ECF No. 581. On September 12, 2023, the Bankruptcy Court entered an order granting the motions as set forth in the Bankruptcy Court's decision, ECF No. 694.

I. Cash Cloud Proceedings

Holdco is the lender with respect to (i) an unsecured loan facility in the aggregate principal amount of approximately \$100 million to Cash Cloud Inc. ("<u>Cash Cloud</u>", such facility, the "<u>Cash Cloud Facility</u>") and (ii) a secured promissory note in the aggregate principal amount of \$7.5 million, secured by substantially all of the assets of Cash Cloud (such lien, the "<u>Lien</u>"), and such note, the "<u>Cash Cloud Note</u>"). This Cash Cloud Facility was originally between GGC and Cash Cloud pursuant to that certain Master Loan Agreement dated July 27, 2020. On October 29,

Exhibit E

The Lenox Declaration

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Genesis Global Holdco, LLC, et al., 1

Debtors.

Chapter 11

Case No.: 23-10063 (SHL)

Jointly Administered

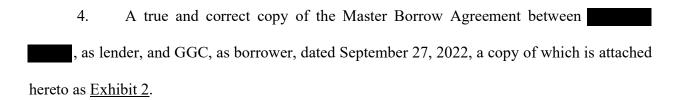
DECLARATION OF BRAD LENOX IN SUPPORT OF DEBTORS' MEMORANDUM OF LAW IN SUPPORT OF CONFIRMATION AND OMNIBUS REPLY TO OBJECTIONS TO CONFIRMATION OF THE PLAN OF REORGANIZATION OF GENESIS GLOBAL HOLDCO, LLC ET AL., UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

- I, Brad Lenox, declare as follows pursuant to 28 U.S.C. § 1746:
- 1. I am an associate at the law firm Cleary Gottlieb Steen & Hamilton LLP, counsel to the Debtors in the above-captioned chapter 11 case.
- 2. I respectfully submit this declaration in support of the *Debtors' Memorandum of Law in Support of Confirmation and Omnibus Reply to Objections to Confirmation of the Plan of Reorganization of Genesis Global Holdco, LLC et al., Under Chapter 11 of the Bankruptcy Code* (the "Memorandum").²
- 3. A true and correct copy of the Master Borrow Agreement between 3, as lender, and GGC, as borrower, dated August 3, 2021, a copy of which is attached hereto as Exhibit 1.

The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number as applicable), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564); Genesis Asia Pacific Pte. Ltd. (2164R). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 175 Greenwich Street, Floor 38, New York, NY 10007.

² Capitalized terms used, but not otherwise defined, herein shall have the meanings set forth in the Memorandum.

Pursuant to the Order Granting the Debtors' and the Official Committee of Unsecured Creditors' Motions for Entry of an Order Requiring the Redaction of Certain Personally Identifiable Information, ECF No. 694 (the



- 5. A true and correct copy of the Master Borrow Agreement between , as lender, and GGC, as borrower, dated August 24, 2021, a copy of which is attached hereto as Exhibit 3.
- 6. A true and correct copy of the Master Borrow Agreement between as lender, and GGC, as borrower, dated November 22, 2021, a copy of which is attached hereto as Exhibit 4.
- 7. A true and correct copy of the Master Borrow Agreement between , as lender, and GGC, as borrower, dated April 10, 2021, a copy of which is attached hereto as Exhibit 5.
- 8. A true and correct copy of the Master Borrow Agreement between , as lender, and GGC, as borrower, dated January 14, 2022, a copy of which is attached hereto as Exhibit 6.
- 9. A true and correct copy of the Master Borrow Agreement between as lender, and GGC, as borrower, dated June 18, 2021, a copy of which is attached hereto as Exhibit 7.
- 10. A true and correct copy of the Master Borrow Agreement between , as lender, and GGC, as borrower, dated March 5, 2021, a copy of which is attached hereto as Exhibit 8.

[&]quot;Redaction Order"), the Debtors have redacted personally identifying creditor information included herein and filed Exhibits 1–9 attached hereto under seal.

11. A true and correct copy of the Master Borrow Agreement between _____, as lender, and GGC, as borrower, dated March 2, 2021, a copy of which is attached hereto as Exhibit 9.4

Dated: February 15, 2024 New York, New York

Respectfully submitted,

/s/ Brad Lenox
Brad Lenox
blenox@cgsh.com
CLEARY GOTTLIEB STEEN & HAMILTON LLP

One Liberty Plaza New York, New York 10006

T: 212-225-2000 F: 212-225-3999

Counsel to the Debtors and Debtors-in-Possession

Exhibits 1–9 are collectively referred to herein and in the Memorandum as the "CCAHG MBAs."

