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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

In re:

POWER BLOCK COIN, L.L.C.

Debtor.

**MOTION OF DEBTOR TO APPROVE
STIPULATION BETWEEN DEBTOR
AND CELSIUS PARTIES UNDER
BANKRUPTCY RULE 9019**

24-bk-23041-KRA

Chapter 11

Judge Kevin R. Anderson T. Marker

Power Block Coin, L.L.C., a Utah limited liability company dba SmartFi, the above-captioned debtor and debtor in possession (the “**Debtor**”) in the above-captioned chapter 11 case, moves (this “**Motion**”) under Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and section 105(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) for entry of an order, substantially in the form attached as Exhibit A hereto (the “**Proposed Order**”), approving the stipulation attached as Exhibit 1 to the Proposed Order (the “**Stipulation**”)

settling bilateral disputes between and among the Debtor, on the one hand, and Celsius Network LLC and its affiliated post-effective date debtors (collectively, “**Celsius**”), acting by and through their representatives, Mohsin Y Meghji, Litigation Administrator for Celsius, (“**Meghji**”), and Blockchain Recovery Investment Consortium, LLC, Litigation Administrator and Complex Asset Recovery Manager for Celsius (“**ARM**” and collectively, the “**Celsius Parties**” or “**Claimants**”), on the other hand. In support of the Motion, the Debtor respectfully represents as follows:

MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF RELIEF REQUESTED

The Debtor seeks approval of the Stipulation between the Debtor, on one hand, and the Celsius Parties, on the other. The Stipulation is a product of settlement negotiations between the Debtor and the Celsius Parties intended to resolve all disputes between the parties, including (1) *Debtor’s Motion for Contempt Sanctions for Violation of the Automatic Stay* (ECF 129) (the “**Debtor’s Contempt Motion**”); (2) the adversary proceeding commenced against the Debtor by Celsius, acting by and through Meghji, captioned *Meghji v. Power Block Coin, LLC*, Case No. 24-02093, Bankr. D. Utah (the “**Meghji Case**”); and (3) the adversary proceeding commenced against the Debtor by Celsius, acting by and through the ARM, captioned *Celsius Network LLC, et al. v. Power Block Coin, LLC*, Case No. 24-02094, Bankr. D. Utah (the “**ARM Case**”, and together with the Meghji Case, the “**Celsius Adversary Proceedings**”).

Settlement of the Celsius Parties’ claims is particularly timely given that the Debtor’s negotiations with the Celsius Parties have also played an important role in laying the foundation for and facilitating negotiation and mediation that has led to an agreement in principle with the Official Committee of Unsecured Creditors appointed in this Chapter 11 Case (the “**Committee**”)

for a consensual plan of reorganization supported by the Debtor and the Committee, including the Celsius Parties. In addition to this settlement being a sound exercise of the Debtor's business judgment the Debtor, therefore, believes that granting this Motion at this time is in the best interests of all creditors to ensure that Celsius Parties' claims are right sized (*i.e.*, reduced from over \$133 million in the aggregate, as asserted, to less than \$20 million in the aggregate, as agreed) for voting purposes.

This Motion is supported by this Memorandum of Points and Authorities, the entire record before the Court in this case, and the arguments of counsel and other admissible evidence properly brought before the Court at or before the hearing on this Motion.

II. JURISDICTION

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein are section 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019.

III. BACKGROUND

A. General Background

1. On June 20, 2024 (the "**Petition Date**"), SmartFi filed a petition for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"), commencing this Chapter 11 Case. (ECF 1). The Debtor remains in possession of and is operating its estate.

2. Prior to the Petition Date, SmartFi provided crypto-based financial services. These included operating a cryptocurrency exchange platform, crypto-denominated savings accounts,

crypto-based lending, crypto information, token creation and offering, alternative currencies, and cryptocurrency investment. *See* ¶ 4 of the *Declaration of Aaron Tilton in Support of First Day Motions* (the “**First Day Declaration**”) (ECF 8).

3. SmartFi operates a platform for its clients through its website portal at www.smartfi.com. It generated revenue through interest on loans denominated in dollars and cryptocurrencies, trading and hedging, and fees assessed on certain transactions on its platform. (*Id.* ¶ 5.)

IV. FACTS SPECIFIC TO THE MOTION

A. The Celsius Adversary Proceedings and Debtor’s Contempt Motion.

4. On July 12, 2024, the Celsius Parties commenced the Celsius Adversary Proceedings against the Debtor. In the Celsius Adversary Proceedings, the Celsius Parties alleged dozens of alleged preferential transfers between Celsius and the Debtor within the 90 days preceding Celsius’ own July 2022 petition for relief in its chapter 11 filing in the U.S. Bankruptcy Court for the Southern District of New York.

5. The Meghji Case arises from alleged preference payments totaling in gross more than \$79 million received by the Debtor from Celsius and seeks avoidance and recovery of these transfers as preferences under sections 547 and 550 of the Bankruptcy Code, along with disallowance of any claim filed by the Debtor in Celsius’ chapter 11 case under section 502 of the Bankruptcy Code. (Meghji Case, ECF 1.)

6. The ARM Case arises from alleged preference payments totaling in gross more than \$54 million received by the Debtor from Celsius and similarly seeks avoidance and recovery of these transfers as preferences under sections 547 and 550 of the Bankruptcy Code, along with

disallowance under section 502 of the Bankruptcy Code of any claim filed by the Debtor in Celsius' chapter 11 case. (ARM Case, ECF 1.)

7. On August 16, 2024, the Debtor filed the Debtor's Contempt Motion against the Celsius Parties. The Debtor's Contempt Motion seeks a judicial determination that the Celsius Adversary Proceedings violated the automatic stay under section 362(a) of the Bankruptcy Code and seeks an award of sanctions against the Celsius Parties based on such violations. (ECF 129.)

8. After filing the Celsius Adversary Proceedings, the Celsius Parties filed proofs of claim in the Chapter 11 Case totaling \$133,289,233.61 in the aggregate based on the alleged preferences underlying the Celsius Adversary Proceedings. (Claims Register, Proofs of Claim Nos. 1 and 2.) The claims asserted by the Celsius Parties comprise approximately 69% of the total value of claims (\$192,521,332.36) asserted against the Debtor in the Chapter 11 Case.

B. The Stipulation.

9. If approved, the Stipulation between the Debtor and the Celsius Parties will result in the resolution of the Celsius Adversary Proceedings, the Debtor's Contempt Motion, and allowance of the Celsius Parties' proofs of claim as set forth in the Stipulation. Approval of the Stipulation will allow the parties to focus on pursuit of the forthcoming consensual joint Chapter 11 Plan negotiated with the Committee. The Stipulation is attached as Exhibit 1 hereto and the salient terms are summarized below.¹

(a) Allowance of the Celsius Parties' general unsecured claims in the following amounts: (i) \$17,772,354 for Claim No. 1; and (ii) \$1,983,110 for Claim No. 2.

¹ To the extent any conflict exists between the summary included in this Motion and the Stipulation, the terms of the Stipulation shall control.

(b) Dismissal of the Celsius Adversary Proceedings and withdrawal of the Debtor's Contempt Motion within 30 days after entry of a final order confirming the anticipated joint Chapter 11 Plan.

V. BASIS FOR RELIEF

Bankruptcy Rule 9019 provides that, after notice and a hearing, a court may approve a proposed compromise or settlement. Fed. R. Bankr. P. 9019(a). Section 105(a) of the Bankruptcy Code allows a court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a).

“Compromises are favored in bankruptcy.” *Myers v. Martin (In re Martin)*, 91 F.3d 389, 393 (3d Cir. 1996) (citation omitted). In the Tenth Circuit, bankruptcy courts often consider the *Kopexa* factors as a useful guide for determining whether to approve a settlement:²

² The Bankruptcy Appellate Panel for the Tenth Circuit clarified the applicability of *Kopexa* as follows:

The Tenth Circuit Court of Appeals has not yet issued a published decision addressing what standard a Rule 9019 settlement must achieve before it can be approved. Even though there is no controlling circuit law on the subject, the Tenth Circuit has stated in a handful of unpublished decisions that “[a] court’s general charge is to determine whether the settlement is fair and equitable and in the best interests of the estate.” Put another way, the court should “review the issues and determine whether the settlement falls below the lowest point in the range of reasonableness.” In reaching this determination, a court need not conduct a mini-trial or decide the numerous questions of law and fact, but its decision to approve a settlement “must be an informed one based upon an objective evaluation of developed facts.”

To fulfill the duties articulated by the Tenth Circuit, bankruptcy courts in this Circuit invariably, if not inveterately, review Rule 9019 settlements through the lens of the *Kopexa* factors. But there is no binding precedent that requires analyses of such settlements to use those factors. The Tenth Circuit has never endorsed them in a published decision, likely because parties have not presented the factors’ applicability as an issue on appeal. Even our own prior decisions leave some uncertainty regarding whether the *Kopexa* factors constitute an exhaustive list of criteria. *Kopexa* itself merely stated that it is appropriate to consider the four now well-known factors in evaluating settlements; it did not mandate their application or exclude others. But in 2006 this Court issued a decision that characterized *Kopexa* as having “adopted” the four-factor test “for evaluating the factual circumstances of a compromise.”

- (1) the probable success of the underlying litigation on the merits,
- (2) the possible difficulty in collection of a judgment,
- (3) the complexity and expense of the litigation, and
- (4) the interests of creditors in deference to their reasonable views.

Kopp v. All Am. Life Ins. Co. (In re Kopexa Realty Venture Co.), 213 B.R. 1020, 1022 (10th Cir. BAP 1997).

VI. ANALYSIS

The compromise reflected in the Stipulation is a reasonable exercise of the Debtor's business judgment under the *Kopexa* factors.

A. The First and Third *Kopexa* Factors Weigh in Favor of Approving the Stipulation.

The first and third *Kopexa* factors (taken together because both pertain to litigation) weigh in favor of approving of the Stipulation because (a) the probability of success for the Debtor with respect to the Celsius Adversary Proceedings and Debtor's Contempt Motion is less than certain and (b) such approval would eliminate the complexity, expense, time, and potential risk associated

We have not revisited the issue in a published decision since that time, but in a series of unpublished decisions the BAP incrementally advanced towards mandatory application of the *Kopexa* factors, finally reaching that position in *Isho v. Loveridge (In re Isho)*. In that case, we held that bankruptcy courts must consider the *Kopexa* factors in reviewing proposed settlements, though there was no discussion of whether additional factors could apply. Subsequent decisions have reached the same conclusion. Although there is no controlling circuit law requiring the application of the *Kopexa* factors on the one hand or precluding consideration of supernumerary factors on the other, we conclude that using the *Kopexa* factors in evaluating Rule 9019 settlements is consistent with the standard stated by the Tenth Circuit in *Rich Global*.

In re Velasquez, BAP No. NM-18-076, Bankr. No. 12-10670 (B.A.P., 10th Cir. 2019) (Unpublished) (citations omitted).

with litigating the Celsius Adversary Proceedings and Debtor's Contempt Motion to a final judicial resolution. Accordingly, the Stipulation should be approved.

Absent the Stipulation, the Debtor and the Celsius Parties would be forced to fully litigate all claims and defenses asserted in the Celsius Adversary Proceedings and the Debtor's Contempt Motion. While the Debtor is confident in its position, there is no assurance that ongoing litigation with the Celsius Parties would ultimately lead to a favorable outcome. Further, the negotiation reflects a large reduction in the claims based on several of the Debtor's new value defenses, and the resulting section 502(h) claim that would be paid to the Debtor's estate if the preferences were avoided. Continuing to litigate against the Celsius Parties will be time-consuming and expensive, thereby draining the Debtor's estate of cash and other assets that could otherwise be used to pay claims.

In the Celsius Adversary Proceedings, the Celsius Parties have asserted claims for avoidance and recovery of transfers between Celsius and the Debtor in the 90 days preceding Celsius' bankruptcy filing. The complaints in the Celsius Adversary Proceedings include a description of the facts underlying the asserted claims. These claims are complex and would require expert testimony for the Debtor to assert both of its section 547(c) defenses, which are fact-intensive. A complete defense of the claims would likely require fact and expert discovery, an in-depth analysis of each alleged transfer and any applicable affirmative defenses on a transfer-by-transfer basis, and likely a trial on the merits. Such an endeavor would almost certainly require significant work by the Debtor's attorneys and financial advisors and may require the help of other experts or professionals who are familiar with cryptocurrency transactions. Most of all, the Debtor's ultimate success in the Celsius Adversary Proceedings is uncertain. The Debtor faces

possible exposure in excess of \$130 million if the Celsius Parties prevail on all claims and none of the defenses. While the Debtor remains confident in its legal arguments in defending the Celsius Adversary Proceedings, an adverse verdict could eliminate any hope of a successful reorganization or a distribution of any kind to the Debtor's creditors.

Continuing to prosecute the Debtor's Contempt Motion shares similar risks. The Celsius Parties have filed an Objection to the Debtor's Contempt Motion (ECF 164) and resolution of the competing filings will require, at a minimum, additional briefing and/or a hearing on the matter, all of which will increase the Debtor's expense of time and money. While the Debtor believes it will prevail on the Debtor's Contempt Motion, it acknowledges that there is no controlling law on the subject in the Tenth Circuit, and that there is actually a circuit split on whether commencing an adversary proceeding against the Debtor on a prepetition claim violates the automatic stay of section 362. Even if successful, such success will likely mean no more than dismissal of the Celsius Adversary Proceedings and a potential award of actual damages, *i.e.*, attorneys' fees. It will not eliminate the claims asserted by the Celsius Parties, which will still need to be litigated to judgment at tremendous cost to the estate.

B. The Second *Kopexa* Factor Weighs in Favor of Approving the Stipulation.

Even if the Debtor were to prevail on the Debtor's Contempt Motion before this Court, the fact that Celsius is itself a debtor whose chapter 11 cases are being administered in the Southern District of New York, would significantly increase the cost and complexity of collecting any possible monetary sanctions. Competing stays, injunctions and claims processes between two Federal Bankruptcy Courts could exponentially increase the cost of pursuing any such award and the risk of ultimately collecting any value for the estate. These challenges—distinct from the costs

of litigating the underlying issues between the parties—pose a material risk that any recovery may be delayed, diminished, or rendered impractical. In contrast, the Stipulation provides a prompt and efficient resolution that avoids the need to navigate the complexities inherently involved in disputes between two debtors. Consequently, the second *Kopexa* factor of possible difficulty in collection of a judgment also weighs heavily in favor of approving the Stipulation.

C. The Fourth *Kopexa* Factor Weighs in Favor of Approving the Stipulation.

Beyond eliminating the risk and expense associated with continuing to litigate against the Celsius Parties, the Stipulation serves the interests of the Debtor's creditors, especially the unsecured ones. As such, the fourth *Kopexa* factor also weighs in favor of approval.

Aside from preserving the Debtor's remaining resources by avoiding costly and time-consuming litigation, approval of the Stipulation will increase the recovery for other creditors by reducing the Celsius Parties' claims, reducing administrative burden, and smoothing the path to confirmation of the consensual Plan.

Accordingly, the Stipulation furthers the interests of all creditors, and the fourth *Kopexa* factor weighs in favor of approving the same. The Motion should be granted.

VII. NOTICE

The Debtor has served this Motion on the (1) United States Trustee, (2) all ECF notice parties, (3) all parties who have appeared in this case and requested notice, (4) the Celsius Parties, (5) the Committee, and (6) the Debtor's complete creditor mailing matrix. In light of the nature of the relief requested in this Motion, the Debtor respectfully submits that no further notice is necessary.

No prior motion for the relief sought in this Motion has been made to this or any other court in connection with this Chapter 11 Case.

VIII. CONCLUSION

WHEREFORE, for the reasons set forth herein, the Debtor moves for entry of the Proposed Order, substantially in the form attached as Exhibit A hereto, approving the Stipulation entered by and between the Debtor and the Celsius Parties.

DATED August 18, 2025.

/s/ Brian M. Rothschild

Brian M. Rothschild

PARSONS BEHLE & LATIMER

Attorneys for Power Block Coin, L.L.C.

EXHIBIT A

(Proposed Order)

Order Prepared and Submitted by:

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Darren Neilson, USB #15005

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Attorneys for Power Block Coin, L.L.C.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

In re:

POWER BLOCK COIN, L.L.C.

Debtor.

**ORDER APPROVING THE
STIPULATION BETWEEN DEBTOR
AND THE CELSIUS PARTIES UNDER
BANKRUPTCY RULE 9019**

Case No. 24-bk-23041-KRA

Chapter 11

Judge Kevin R. Anderson

Upon the motion (the “**Motion**”)³ filed by Power Block Coin, L.L.C. dba SmartFi, debtor and debtor in possession (“**SmartFi**” or the “**Debtor**”), under Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and section 105(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) for entry of an order approving the Stipulation attached as Exhibit 1 hereto (the “**Stipulation**”), which provides for the settlement of disputes between the Debtor and the Celsius Parties; and finding that the Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334, that this is a core matter under 28 U.S.C. § 157(b)(2), that notice of the Motion and hearing and all other notices were sufficient under the circumstances and that no further notice need be given; and the legal and factual bases set forth in the Motion establish just cause for the relief granted herein and it appearing that granting the relief requested in the Motion, and the entry of this Order are necessary and in the best interests of the Debtor, its estate, creditors, and other parties in interest; and the Court having found and determined that the relief sought in the Motion is an appropriate exercise of the Debtor’s business judgment; and the Court having heard and considered all objections filed and having considered them and all other objections that could have been made and having overruled them on their merits; and sufficient cause appearing, **THEREFORE, THE COURT FINDS AS FOLLOWS:**

1. The Motion is granted as set forth herein.
2. The Stipulation, attached as Exhibit 1 hereto, is approved, and incorporated herein by reference, and shall be binding on the parties thereto, all parties in interest in this case, and any subsequently-appointed Chapter 11 or Chapter 7 trustee. In the event of any inconsistency between this Order, the Motion, and the Stipulation, the Stipulation will control.

³ Capitalized terms not otherwise defined herein shall have the meaning ascribed them in the Motion.

3. The Debtor and Celsius Parties are authorized and directed to act in accordance with the Stipulation and perform their respective duties thereunder.

4. This Order is immediately effective and enforceable upon its entry.

5. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

###

Exhibit 1 to the Proposed Order

Stipulation

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

**STIPULATION BETWEEN DEBTOR
AND THE CELSIUS PARTIES**

Case No. 24-bk-23041-KRA

In re:

Chapter 11

POWER BLOCK COIN, L.L.C.

Judge Kevin R. Anderson

Debtor.

This stipulation (the “**Stipulation**”) is made by and between Debtor Power Block Coin, L.L.C dba SmartFi (“**SmartFi**” or the “**Debtor**”), on the one hand, and Celsius Network LLC and its affiliated post-effective date debtors (collectively, “**Celsius**”), acting by and through their representatives, Mohsin Y Meghji, Litigation Administrator for Celsius, (“**Meghji**”), and Blockchain Recovery Investment Consortium, LLC, Litigation Administrator and Complex Asset Recovery Manager for Celsius (“**ARM**” and collectively, the “**Celsius Parties**” or the “**Post-Effective Date Celsius Debtors**”), on the other hand, (the Celsius Parties, together with the Debtor, each a “**Party**” and together the “**Parties**”).

WHEREAS, on June 20, 2024 (the “**Petition Date**”), SmartFi filed a petition for relief in the United States Bankruptcy Court for the District of Utah (the “**Court**”), Case No. 24-bk-23041-KRA (the “**Chapter 11 Case**”).

WHEREAS, the Celsius Parties commenced adversary proceedings against the Debtor captioned *Meghji v. Power Block Coin, LLC*, Case No. 24-02093, Bankr. D. Utah (the “**Meghji Case**”) and *Celsius Network LLC, et al. v. Power Block Coin, LLC*, Case No. 24-02094, Bankr. D. Utah (the “**ARM Case**”, and together with the Meghji Case, the “**Celsius Adversary Proceedings**”) seeking to avoid and recover alleged preferential transfers from Celsius to the Debtor prior to the filing of Celsius’ petition for relief in the United States Bankruptcy Court for the Southern District of New York.

WHEREAS, the Debtor filed a Motion for Contempt Sanctions for Violation of the Automatic Stay by Mohsin Y. Meghji, Celsius Network LLC, and its Affiliated Post-Effective Date Debtors (ECF 129) (the “**Contempt Motion**”) in response to the Celsius Adversary Proceedings.

WHEREAS, the Celsius Parties have filed Proofs of Claim Nos. 1 and 2 asserting unsecured nonpriority claims against the Debtor totaling \$133,289,233.61 in the aggregate (the “**Celsius Claims**”) based on the alleged preferential transfers by Celsius to the Debtor underlying the Celsius Adversary Proceedings.

WHEREAS, the Celsius Parties have agreed to support a forthcoming amended Chapter 11 Plan (the “**Proposed Plan**”) provided that such Proposed Plan incorporates the terms reflected in this Stipulation.

WHEREAS, the Parties have been engaged in settlement discussions to resolve the disputes among them and have agreed to settle such matters on the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby **STIPULATED** and **AGREED**, by and among the Parties, as follows:

1. **Subject to Court Approval.** The Parties acknowledge that the effectiveness of this Stipulation is subject to Court approval. The Debtor will move the Court in the Chapter 11 Case for approval of this Stipulation under Rule 9019 of the Federal Rules for Bankruptcy Procedure (the “**Motion**”). The Celsius Parties will not oppose the Motion. The effectiveness and validity of this Stipulation is made expressly contingent upon Court approval of the Motion. If the Court does not approve the Motion, the Parties will be returned to their previous positions *ex ante* this Stipulation without any prejudice to their pre-Stipulation rights.

2. **Allowed Claims of Celsius Parties.** The Celsius Claims shall be reduced and allowed as nonpriority unsecured claims in the following amounts: (i) \$17,772,354.00 for Claim No. 1 and (ii) \$1,983,110 for Claim No. 2.

3. **Release of Resulting Claim Against Celsius Parties.** The Debtor shall release, acquit, and forever discharge, and shall be deemed to release, acquit, and forever discharge, whether direct or indirect, any and all claims, disputes, liabilities, suits, demands, liens, actions, administrative proceedings, and causes of action of every kind and nature, including based upon fraud or any provision of the Bankruptcy Code, or for any type or form of relief, and from all damages, injuries, losses, contributions, indemnities, compensation, obligations, costs, attorneys’ fees and expenses of whatever kind and character, whether past or present, known or unknown, fixed or contingent, whether in law or in equity, whether asserted or unasserted, whether sounding in tort or in contract, accrued or unaccrued, including those which the Debtor has or might claim to have against, or with respect to, the Celsius Parties, jointly and severally, from the beginning of time to the time of the entry of an order approving this Stipulation, in any way arising out of,

relating to, or in connection any claims that were or could have been asserted by the Debtor against the Celsius Parties, including replacement claims arising under section 502(h) of the Bankruptcy Code.

4. **Resolution of Celsius Adversary Proceedings and Contempt Motion.** The current stay of proceedings related to the Celsius Adversary Proceedings and Contempt Motion shall remain in effect pending confirmation of the Debtor's Proposed Plan. Subject to and within thirty (30) days of entry of a final order confirming the Proposed Plan, the Celsius Parties will dismiss the Celsius Adversary Proceedings, and the Debtor will withdraw its Contempt Motion. To the extent necessary, the Debtor agrees to reasonably cooperate with the Celsius Parties' efforts to dismiss the Celsius Adversary Proceedings, including by agreeing to dismissal.

5. **Miscellaneous.**

(a) **Drafting by All Parties.** This Stipulation, the Motion, and the Order approving the Stipulation shall be deemed to have been drafted jointly by each of the Parties, and no inferences will be drawn against any Party as a result of the drafting process.

(b) **Binding Effect.** This Stipulation and Order will be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

(c) **Compromise.** The Parties acknowledge that this Stipulation is a compromise of disputed claims and that neither admits, and each expressly denies, any liability on their part.

(d) **Authority.** The Parties and their representatives who execute this Stipulation represents that they are duly authorized to execute this Stipulation and Order on behalf of the respective Parties hereto, that they have not alienated their rights with respect to any matter settled hereby, and that each such Party has full knowledge and has consented to this Stipulation and Order.

(e) **Entire Agreement.** This Stipulation and Order constitutes the entire agreement between the Parties hereto with respect to the transactions and matters contemplated herein. It is understood and agreed that all other previous undertakings, negotiations, and agreements between the Parties hereto regarding the subject matter are superseded in their entirety by this Stipulation and Order.

(f) **No Oral Modifications.** This Stipulation and Order cannot be amended, supplemented or modified, nor may any provision hereof be waived, except by a written instrument executed by the Parties and approved by an order of this Court.

(g) **Facsimile Copies.** This Stipulation and Order may be signed by facsimile or other electronic transmission and in counterpart originals with the same force and effect as if fully and simultaneously signed on a single original document. Copies of signed counterparts

transmitted by facsimile or other electronic transmission shall be considered original, executed counterparts for the purposes of this paragraph and for all other purposes.

(h) **Subject to Court Approval.** This Stipulation and the terms and conditions contained herein are subject to the approval of this Court and shall be of no force or effect unless and until approved by this Court. The Parties agree that this Stipulation and Order are governed by the law of the State of Utah without regard to conflict of law principles. The Parties further agree that the Court shall have exclusive jurisdiction to enforce the terms of this Stipulation and all other matters related hereto against all Parties, and the Parties expressly submit to the personal jurisdiction of the Court for all matters related hereto.

(i) **Costs and Fees.** The Parties and each of them agree to bear their own costs, including the costs and fees of attorneys and professional advisors related to the drafting and negotiation of this Stipulation and all other fees and costs incurred in the litigation between them.

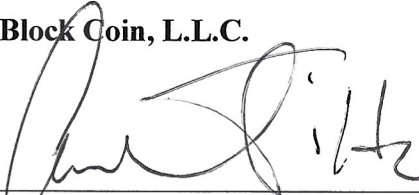
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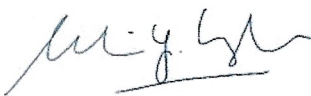
SIGNATURE PAGE

We, the undersigned, agree to the foregoing Stipulation this 14th day of August, 2025.

Power Block Coin, L.L.C.

Post-Effective Date Celsius Debtors


By: Aaron Tilton
Its: President


By: Mohsin Y Meghji in his capacity as the
Litigation Administrator
Its: Representative of the Post-Effective Date
Celsius Debtors