

CLAIM SALE AND PURCHASE AGREEMENT

THIS CLAIM SALE AND PURCHASE AGREEMENT (this “**Agreement**”) is entered into as of May 24, 2024 (the “**Agreement Date**”), by and between HBIT Limited, a Hong Kong limited company (“**Seller**”) and **Ceratosaurus Investors, L.L.C.**, a Delaware limited liability company (“**Buyer**”). Seller and Buyer are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

PRELIMINARY STATEMENTS

A. WHEREAS, on November 10, 2022, by order of the Supreme Court, Commercial Division, of the Commonwealth of The Bahamas (the “**Bahamas Bankruptcy Court**”), FTX Digital Markets Ltd (“**FTX Digital**”) was placed into provisional liquidation under the Companies (Winding Up Amendment) Act 2011 of the Commonwealth of the Bahamas, which liquidation proceeding is currently pending in the Bahamas Bankruptcy Court (the “**FTX Digital Bahamas Bankruptcy Case**”).

B. WHEREAS, on November 11, 2022 and November 14, 2022, FTX Trading Ltd (“**FTX Trading**”) together with certain affiliates and related entities (collectively, the “**US Debtors**” and, together with FTX Digital, the “**Debtors**”), commenced a bankruptcy case under Chapter 11 of the United States Bankruptcy Code (11 U.S. Code §§ 101, *et. seq.*) (the “**US Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**US Bankruptcy Court**”) entitled *In re: FTX Trading Inc., et al.*, Chapter 11 Case No. 22-11068 (JTD) (Jointly Administered) (the “**FTX Trading Bankruptcy Case**”).

C. WHEREAS, on November 15, 2022, FTX Digital commenced that certain ancillary bankruptcy proceeding under Chapter 15 of the US Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York, which proceeding was transferred to the US Bankruptcy Court on November 22, 2022 and is entitled *In re: FTX Digital Markets Ltd. (in Provisional Liquidation)*, Chapter 15 Case No. 22-12217 (JTD) (the “**FTX Digital US Bankruptcy Case**” and, together with FTX Digital Bahamas Bankruptcy Case and the FTX Trading Bankruptcy Case, the “**Bankruptcy Cases**”).

D. WHEREAS, Seller is the legal and beneficial owner and holder of a customer entitlement claim in the amount of not less than \$ 18,089,136.25 (the “**Claim Amount**”) against the Debtors, arising out of certain deposits held in accounts with Debtors (the “**Claim**”) having “Customer Code” **01416793** in the US Debtors’ Schedule of Assets and Liabilities, Schedule F assigned schedule number **5481938** and as more fully described in the electronic proofs of claim and assigned claim numbers below (collectively, the “**Proof of Claim**”).

Confirmation ID	Claim Number
3265-70-BAXEM-615492747	55462
3265-70-QNROG-676514417	94681

E. WHEREAS Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, Seller's right, title, and interest in and to the Claim and other Transferred Rights (as such term is defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. Purchase and Sale.

(a) On the Closing Date (as defined below), Seller, for itself and its successors and assigns, hereby sells, transfers, and assigns to Buyer, and its successors and assigns, on the terms and conditions set forth in this Agreement, absolutely and unconditionally, Seller's rights, title and interest in and to the Claim, including, without limitation, solely to the extent related to the Claim, Seller's rights, title and interest in and to: (i) all rights to receive proceeds, principal, cash and interest, fees, expenses, damages, penalties and other amounts in respect of or in connection with the Claim, together with voting and other rights and benefits arising from, pursuant to or relating to the Claim or any of the foregoing; (ii) any and all other claims (including any "claims" as defined pursuant to Section 101(5) of the US Bankruptcy Code), suits, causes of action and any other right of Seller against the Debtors or any of their agents, representatives, contractors, advisors, or any other entity that in any way is based on or arises out of the Claim; (iii) all rights to receive cash, securities, instruments, digital assets, cryptocurrency, tokens and/or other property or distributions issued in connection with the Claim or in connection with any reorganization or liquidation plan or otherwise in the Bankruptcy Cases; (iv) any and all claim documentation evidencing and/or representing the Claim, and any amendments or supplements thereto, including any agreements, instruments, invoices, account documents, screenshots, and the Proof of Claim (the "**Claim Documentation**"); (v) any forfeiture fund established or to be established pursuant to 28 C.F.R. Part 9 or otherwise or any other restitution, remission, restoration or mitigation processes or funds (or like processes or funds) or any other fund operated or administered by (or on behalf of) any entity, governmental or otherwise, (including, without limitation, the U.S. Department of Justice) foreign or domestic; (vi) any class action or other cases, proceedings, or funds currently in existence or arising in the future against any Debtor, a financial institution or any other third parties (including, without limitation, any of any Debtors' affiliates, agents, principals, managers, managing members, members, stockholders, "controlling persons" (within the meaning of the United States federal securities laws), directors, officers, employees, attorneys, professionals and other advisors, or any other party relating to any Debtor and/or Seller's accounts, investments, property (including, without limitation, digital assets, cryptocurrency or tokens) or trading activities); and (vii) all proceeds of the foregoing. The Claim and the rights and interests described in Sections 1(a)(i) through and including Section 1(a)(vii) are referred to collectively as the "**Transferred Rights**."

(b) The assignment made pursuant to this Agreement will be for the purpose of an absolute sale and for collection and will not be deemed to create any security interest. Notwithstanding anything to the contrary, Buyer is not assuming, and shall not be responsible for, any obligations or liabilities of Seller or any of its affiliates. To the extent that all or any part of the Transferred Rights are not able to be assigned or otherwise transferred into the name of Buyer, this Agreement shall be deemed to be a grant by Seller to Buyer of an undivided 100% participation interest in the Transferred Rights. To the extent that all or any part of the Transferred Rights are

not able to be assigned, transferred or participated, Seller hereby grants to Buyer to secure the prompt payment and performance in full of all of Seller's obligations to Buyer under this Agreement: (a) a security interest in all of Seller's right, title and interest in, to and under, in each case, wherever located, whether now owned or existing or hereafter acquired or arising and whether governed by Article 9 of the Uniform Commercial Code or other law, the Transferred Rights and all rights with respect to, arising from or in connection with the Transferred Rights; and (b) the right to file, register and take any other action in any jurisdiction to ensure the assignment of the Claim and the attachment, perfection and first priority of, and the ability of Buyer to enforce, Buyer's security interest in the Transferred Rights.

(c) On the Closing Date, (i) the Seller will execute and deliver to the Buyer, (1) an evidence of transfer of claim pursuant to Rule 3001 of the Federal Rules of Bankruptcy Procedure, substantially in the form of Exhibit C, with respect to the Proof of Claim (the "Evidence of Transfer"), and Seller authorizes Buyer to file the Evidence of Transfer with the US Bankruptcy Court, (2) the Power of Attorney in the form of Exhibit D (the "POA"), and (ii) Seller shall provide to Buyer with full excess (including Seller's credentials, passwords and email address) to log in as Seller on the FTX Claims Portal (<https://claims.ftx.com>) and to change the two-factor authentication (2FA) to Buyer's control (the "Login Credentials"). The Evidence of Transfer of Claim Pursuant to Rule 3001 and the Power of Attorney shall neither be filed nor shall they be effective until the Closing Date.

2. Payment of Purchase Price. The total consideration to be paid by Buyer to Seller for the Claim and the other Transferred Rights is the "**Purchase Price**" specified on Exhibit B attached to this Agreement and made a part of this Agreement by reference. Within two (2) business days of Seller's delivery of the Evidence of Transfer and POA to Buyer, Buyer will pay the Purchase Price to Seller by wire transfer of immediately available funds to the account specified by Seller on Exhibit A (the date of such payment is received by Seller being the "**Closing Date**"). Buyer will not file the Evidence of Transfer until Seller has received the Purchase Price. Seller shall provide Buyer the Login Credentials immediately following Seller's receipt of the Purchase Price, and not later than one (1) business day thereafter. If the Purchase Price is not received by Seller before the close of business in New York, New York on the seventh (7th) business day following the Agreement Date, Seller shall have the right to terminate this Agreement ab initio by delivering a notice to Buyer, including delivery by electronic means.

3. Seller's Representations, Warranties and Covenants. Seller represents and warrants to Buyer (as of the Agreement Date and as of the Closing Date) and covenants that:

(a) Seller is duly organized and validly existing pursuant to the laws of its jurisdiction of organization, in good standing pursuant to such laws, and authorized and empowered (i) to execute and deliver this Agreement and all other agreements or instruments relating to this Agreement and (ii) to perform all of its obligations pursuant to this Agreement. This Agreement and all other documents or instruments executed by Seller in connection with this transaction contemplated in this Agreement (the "**Transaction**") have been duly authorized, executed and delivered by Seller and constitutes the valid, legal and binding agreement of Seller, enforceable against Seller in accordance with its terms, subject to bankruptcy, insolvency and similar laws of general applicability relating to or affecting creditors' rights and to general equitable principles.

(b) None of the execution, delivery, or performance of this Agreement by Seller, nor its consummation of the Transaction, will violate, contravene, or cause a breach or acceleration pursuant to any of Seller's organizational documents, any statute, law, writ, order, rule, regulation, judgment, injunction, decree, or determination affecting Seller, or any contract, agreement, indenture, mortgage, loan agreement, note, or other instrument by which Seller might be bound or to which any of the assets of Seller might be subject.

(c) Seller is the original and sole legal and beneficial owner of, and has good and marketable title to, the Claim and the other Transferred Rights, free and clear of all liens, claims, pledges, mortgages, charges, security interests, or encumbrances of any kind or nature whatsoever (collectively, the "**Liens**"), and upon the consummation of the Transaction, Buyer will own and have good legal and beneficial title to the Claim, free and clear of all Liens.

(d) Seller has not previously sold, conveyed, transferred, assigned, pledged or participated the Claim or any of the other Transferred Rights.

(e) The Proof of Claim has been duly and timely filed on or before the applicable bar date for filing claims established in the Bankruptcy Case and a true, correct and complete copy of the Proof of Claim has been delivered to Buyer prior to the execution of this Agreement. The Proof of Claim has not been revoked, withdrawn or otherwise retracted or modified. All statements in the Proof of Claim are true and correct. Other than the Proof of Claim, Seller has not caused to be filed any proofs of claim in the Bankruptcy Cases relating to or arising from the Claim and/or the other Transferred Rights.

(f) The basis for the Claim is amounts due and owing by FTX Trading arising from and solely related to the Claim.

(g) Seller was the sole user of the accounts with the Debtors, Seller's use of the accounts complied with the FTX Terms of Service, and Seller has not engaged in any acts or conduct in violation thereof.

(h) The Claim is valid, enforceable, non-contingent and liquidated against FTX Trading and is not subject to any counterclaim, defense or claim or right of set-off, reduction, recoupment, impairment, avoidance, preference, disallowance or subordination (any of the above, an "**Impairment**"), and Seller has not received any notice that the Claim is void or voidable or subject to any Impairment.

(i) To the best of Seller's knowledge, no objections have been made or, to the best of Seller's knowledge, threatened in respect the Claim or the other Transferred Rights.

(j) No payment or other distribution has been received by or on behalf of Seller in full or partial satisfaction of the Claim or the other Transferred Rights. A true, correct and complete list of all customer account withdrawals and deposits made by Seller in the 90 days prior to the commencement of the FTX Trading Bankruptcy Case has been provided by Seller to Buyer.

(k) Seller does not, and did not on the date on which the Debtor filed its petition to commence the Bankruptcy Case, hold any funds or property of the Debtor or any affiliate of the Debtor.

(l) Seller has no obligation or liability related to or in connection with the Claim or the Bankruptcy Cases, and has not effected and will not effect any netting, set-off recoupment or other recovery of all or any portion of the Claim against any claim or obligations owed to any Debtor or any of their respective affiliates;

(m) Seller has delivered to Buyer true, correct, and complete copies of the Claim Documentation, and other than such Claim Documentation delivered to Buyer, there is no other documentation or information that adversely affects the Transferred Rights or Buyer's rights under this Agreement.

(n) No proceedings or other actions are (i) pending against Seller or (ii) threatened against Seller, in each case, before any relevant federal, state or other governmental department, agency, institution, authority, regulatory body, court or tribunal, foreign or domestic, and including arbitral bodies whether governmental, private or otherwise (each a "**Governmental Authority**"), that will materially or adversely affect (A) the Claim or any of the other Transferred Rights, (B) any action taken or to be taken by Seller pursuant to this Agreement, or (C) the rights and benefits of Buyer created or purported to be created by this Agreement and Buyer's full enjoyment of such rights and benefits.

(o) Seller has not engaged in any act, conduct or omission, and Seller does not have any relationship with the Debtors that will result in Buyer receiving proportionately less in payments or distributions with respect to, or less favorable treatment (including the timing of payments or distributions) for, the Claim and the other Transferred Rights than is received by other holders of similarly situated claims against the Debtors generally.

(p) Seller has not knowingly waived any of its rights and benefits related to the Claim or the other Transferred Rights.

(q) Seller has received and provided to Buyer written confirmation that all "Know-Your-Customer" and "Anti-Money Laundering" customer identification and fraud prevention procedures on the FTX Customer Claims Portal have been satisfied with respect to Seller.

(r) Seller is not insolvent, is not the subject of any voluntary or involuntary petition under the US Bankruptcy Code or any other bankruptcy, insolvency, receivership or similar law, and has not admitted its inability to, or failed to, pay its debts generally as they become due.

(s) Seller is not and has never been an "insider" of any of the Debtors or any of their respective affiliates within the meaning of Section 101(31) of the Bankruptcy Code, an "affiliate" of any of the Debtors within the meaning of Section 101(2) of the Bankruptcy Code or Rule 144 of the Securities Act of 1933, and is not a member of any official or unofficial committee in the FTX Trading Bankruptcy Case.

(t) No broker, finder, person, or other entity acting pursuant to Seller's authority is entitled to any broker's commission or other fee in connection with the Transaction for which Buyer could be responsible.

(u) Seller (i) is not currently subject to any sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), nor is Seller identified on OFAC's List of Specifically Designated Nationals and Blocked Persons, and (ii) will not directly or indirectly use the proceeds of the Transaction or lend, contribute or otherwise make available such amount to any joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(v) No part of the Claim or the other Transferred Rights is being sold by or on behalf of one or more "employee benefit plans" (as such term is defined in the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA")) that is subject to ERISA, a "plan" as defined in Section 4975 of the United States Internal Revenue Code of 1986, as amended (the "Code"), or any entity, or other account of any entity, whose assets include (or are deemed for the purpose of ERISA or Section 4975 of the Code to include) the assets of any such "employee benefit plan" or "plan."

(w) No payments or distributions on the Transferred Rights will be subject to any tax withholding required by or on behalf of a Government Entity.

(x) Seller (i) is aware that the Purchase Price received herein for the sale of the Transferred Rights may differ both in kind and amount from any distributions ultimately made pursuant to any plan of reorganization confirmed in the Bankruptcy Cases; (ii) has agreed to the Purchase Price based on its own independent investigation and credit determination and has consulted with such advisors as it believes appropriate and has not relied on any representations made by Buyer; (iii) is a sophisticated seller with respect to the sale and assignment of the Claim and the other Transferred Rights; (iv) has adequate information concerning the business and financial condition of the Debtors any of their affiliates, and any other obligors with respect to the Claim, the other Transferred Rights, and the status of the Bankruptcy Cases to make an informed decision regarding the sale and assignment of the Claim and the other Transferred Rights; (v) has independently and without reliance upon Buyer, and based on such information as Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that Seller has relied upon Buyer's express representations, warranties, covenants and indemnities in this Agreement; and (vi) has such knowledge and experience so as to be aware of the risks and uncertainties inherent in the transaction of the type contemplated in this Agreement. Seller acknowledges that Buyer has not given Seller any investment advice, credit information, or opinion on whether the sale of the Claim and the other Transferred Rights is prudent.

4. Buyer's Representations, Warranties and Covenants. Buyer represents, warrants to Seller (as of the Agreement Date and as of the Closing Date) and covenants to Seller that:

(a) Buyer is duly organized and validly existing pursuant to the laws of its jurisdiction of organization, in good standing pursuant to such laws, and authorized and empowered (i) to execute and deliver this Agreement and all other agreements or instruments relating to this Agreement and (ii) to perform all of its obligations pursuant to this Agreement. This Agreement and all other documents or instruments executed by Buyer in connection with the Transaction have been duly authorized, executed and delivered by Buyer and constitutes the valid, legal, and binding agreement of Buyer, enforceable against Buyer in accordance with its terms,

subject to bankruptcy, insolvency and similar laws of general applicability relating to or affecting creditors' rights and to general equitable principles.

(b) No part of the Claim and the other Transferred Rights is being acquired by or on behalf of one or more "employee benefit plans" that is subject to ERISA, a "plan" as defined in Section 4975 of the Code, or any entity, or other account of any entity, whose assets include (or are deemed for the purpose of ERISA or Section 4975 of the Code to include) the assets of any such "employee benefit plan" or "plan."

(c) No broker, finder, person, or other entity acting pursuant to Buyer's authority is entitled to any broker's commission or other fee in connection with the Transaction for which Seller could be responsible.

(d) The funds used by Buyer to pay the Purchase Price to Seller do not come from criminal proceeds or any illegal gains, and will not be pursued by any Governmental Authority due to actions or omissions by Buyer.

(e) Buyer has received and reviewed the Claim Documentation that Seller has delivered to Buyer.

(f) Buyer is not and has never been an "insider" of any of the Debtors or any of their respective affiliates within the meaning of Section 101(31) of the Bankruptcy Code, an "affiliate" of any of the Debtors within the meaning of Section 101(2) of the Bankruptcy Code or Rule 144 of the Securities Act of 1933, and, except as set forth in Section 5, is not a member of any official or unofficial committee in the FTX Trading Bankruptcy Case

(g) Buyer (i) is aware that the Purchase Price paid herein for the purchase of the Transferred Rights may differ both in kind and amount from any distributions ultimately made pursuant to any plan of reorganization confirmed in the Bankruptcy Cases; (ii) is a sophisticated entity with respect to the purchase of the Claim and the other Transferred Rights; (iii) is aware of and able to bear the economic risks of, and an entire loss of, associated with the purchase of the Claim and the other Transferred Rights; (iv) has adequate information concerning the business and financial condition of the Debtors, any of their affiliates, and any other obligors in respect of the Claim and the other Transferred Rights and the status of the Bankruptcy Cases to make an informed decision regarding the purchase of the Claim and the other Transferred Rights; (v) has such knowledge and experience, and has made investments of a similar nature, so as to be aware of the risks and uncertainties inherent in the purchase of rights of the type contemplated in this Agreement; and (vi) has independently and without reliance upon Seller, and based on such information as Buyer has deemed appropriate, made its own analysis and decision to enter into this Agreement, except that Buyer has relied upon Seller's express representations, warranties, covenants and indemnities in this Agreement. Buyer acknowledges that Seller has not given it any investment advice, credit information, or opinion on whether the purchase of the Claim and the other Transferred Rights is prudent.

5. Acknowledgements. Seller acknowledges that Buyer is a member of the Ad Hoc Committee of Non-US Customers of FTX.com (the "**Ad Hoc Committee**") and that Buyer is a party to that certain Settlement and Plan Support Agreement (the "**RSA**"), dated as of October 16,

2023, among the Debtors and the Supporting Parties (as defined therein). Each of Buyer and Seller acknowledges that the other might possess material information concerning the Claim and the other Transferred Rights, the Bankruptcy Cases, the Debtors, and /or any of their affiliates, including, without limitation, information derived or arising from Buyer's or Seller's participation in the Bankruptcy Cases or any litigation, hearing or communication relating to the Debtors, any of their affiliates, a plan of reorganization, liquidation or sale or a plan of reorganization or arrangement in the Bankruptcy Cases (including, without limitation, any information derived or arising from Buyer's participation as a member of the Ad Hoc Committee or as a party to the RSA) (collectively, the "**Excluded Information**"). Each of Buyer and Seller further acknowledges that it has not requested to receive the Excluded Information and has nevertheless determined to proceed with the transaction contemplated in this Agreement. Neither Party will have any liability to the other, and each waives and releases any claims that it might have against the other (whether pursuant to any applicable securities laws or otherwise), arising out of the non-disclosure of the Excluded Information; provided, however, that nothing in this paragraph will limit, contradict, or render untrue any representation, warranty or covenant made by Seller in this Agreement.

6. Distributions.

(a) Seller agrees that in the event Seller receives any cash payments or distributions with respect to or relating to the Claim and/or the other Transferred Rights ("**Cash Distributions**"), Seller will promptly deliver such Cash Distribution to Buyer in the same form received within 5 business days (free of any withholding, setoff, recoupment, or deduction of any kind except as required by law) by wire transfer to the account identified by Buyer on Exhibit A attached hereto. Seller agrees that in the event Seller receives any securities or other form of distribution (a "**Noncash Distributions**") with respect to or relating to the Claim and/or the other Transferred Rights, Seller will as soon as commercially practicable deliver such Noncash Distribution in good deliverable form, with the endorsement of Seller when necessary or appropriate by transmitting the same to the Buyer at the address noted on Exhibit A attached hereto. For the avoidance of doubt, all such Cash Distributions and Noncash Distributions shall constitute property of Buyer to which Buyer has an absolute right, and Seller shall hold such Cash Distributions and Noncash Distributions in trust until delivered to Buyer in accordance with this Section 6.

7. Attorney-in-Fact; Voting.

(a) Upon the Closing Date and subject to Seller's timely receipt of the Purchase Price, Seller appoints Buyer as its true and lawful attorney-in-fact with respect to the Claim and the other Transferred Rights, and authorizes Buyer to act in Seller's name, place and stead, to demand, sue for, compromise and recover all such amounts which are, or hereafter might become, due and payable for or on account of the Claim and the other Transferred Rights, to vote the Claim or to otherwise effectuate the intent of this Agreement. Upon the Closing Date and subject to Seller's timely receipt of the Purchase Price, Seller grants unto Buyer full exclusive authority to do all things necessary to enforce the Claim and the other Transferred Rights and Seller's rights thereunder, including but not limited to the right to settle, prosecute, compromise, and/or defend the Claim and related rights. Seller agrees that the powers granted in this Section are discretionary in nature and exercisable at the sole option of Buyer. Seller agrees to forward to Buyer copies of all notices relating specifically to the Claim, objections to the Claim and summons served upon

Seller with respect to the Claim, to vote the Transferred Rights assigned herein in a timely manner and in accordance with Buyer's timely instructions, and to take such further action with respect to the Transferred Rights as Buyer may from time to time request. Seller shall provide commercially reasonable assistance to Buyer, upon Buyer's written request as may be reasonably necessary for Buyer (i) to have the Claim and other Transferred Rights allowed in the Bankruptcy Case and to receive all interest, fees, payments or any other distributions made in respect of the Claim and other Transferred Rights, and (ii) to complete all "Know-Your-Customer" and "Anti-Money Laundering" customer identification and fraud prevention procedures with respect to Seller on the FTX Customer Claims Portal.

8. Disallowance.

(a) If (i) all or any part of the Claim is objected to, avoided, disallowed, subordinated, reduced, set-off, subject to any preference action or otherwise impaired, (ii) the Claim is subsequently scheduled by the Debtors or is amended such that all or any portion of the Claim is listed on the Debtors' amended schedule of liabilities as unliquidated, contingent or disputed or is listed (or is otherwise allowed) in a lesser amount than the Claim Amount, or (iii) the US Bankruptcy Court does not substitute Buyer for Seller as the sole legal and beneficial owner of the Claim (each of the foregoing, a "**Disallowance**"), then Seller, will make immediate restitution and repayment of the proportional Purchase Price equal to the ratio of the amount of Claim subject to the Disallowance divided by the amount of the Claim ("**Restitution Payment**"), no later than 5 business days after receiving written notice from Buyer of such Disallowance and Buyer agrees (x) that Buyer shall immediately have no further rights with respect to the disallowed portion of the Claim without the need for further action by Seller (y) Seller may file a notice with the Bankruptcy Court that no transfer shall have occurred pursuant to this Agreement with respect to the disallowed portion of the Claim and (z) Seller may take any additional actions necessary or appropriate to reflect that Buyer has no interest in the disallowed portion of the Claim.

9. Indemnification.

(a) Seller agrees to indemnify, defend and hold Buyer and Buyer's respective officers, directors, employees, partners, members, shareholders, agents and controlling persons and their respective successors and assigns harmless from and against any and all expenses, losses, claims, damages, suits, proceedings, objections, and liabilities, including but not limited to reasonable attorneys' fees and expenses and costs of collection or enforcement that result from, or arise out of, (i) Seller's fraud with respect to of Seller's representations, warranties, covenants, or agreements, or (ii) any obligation to disgorge, in whole or in part, or otherwise reimburse Debtors or any other person or entity for any payments received or applied by or for the account of Seller as a result of Seller's fraud in connection with the Transferred Rights or otherwise

(b) Buyer agrees to indemnify Seller from all losses, damages and liabilities, including attorneys' fees and expenses, which result from Buyer's fraud with respect to of its representations, warranties or covenants set forth herein.

10. Further Assurances. Seller agrees to execute and/or deliver, or to cause to be executed and/or delivered, all such instruments and documents, and to take all such action as Buyer reasonably might request, promptly upon the written request of Buyer to effectuate the intent and

purpose, and to carry out the terms, of this Agreement and to cause Buyer to become the legal and beneficial owner and holder of the Claim and the other Transferred Rights and to assist Buyer in enforcing the Transferred Rights in a commercially reasonable manner.

11. Consent and Waiver; Notices. Upon the Closing Date, Seller waives any notice requirement imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure and any other rules in the Bankruptcy Cases, and consents to the substitution of Buyer for Seller for all purposes in the Bankruptcy Cases, including, without limitation, for purposes of voting and receipt of distributions with respect to the Claim.

12. Miscellaneous.

(a) Further Transfers. Seller acknowledges and agrees that Buyer may at any time re-assign, participate, or otherwise transfer the legal, economic, and/or beneficial interest in the Claim and the other Transferred Rights, together with all right, title, and interest of Buyer in and to this Agreement, without the prior written consent of Seller provided that any assignee of Buyer assumes all of Buyer's obligations hereunder and Seller is notified of such assignment. Neither Seller nor Buyer may delegate its obligations pursuant to this Agreement without the express written consent of the other Party (such consent not to be unreasonably withheld, delayed, or conditioned).

(b) Survival. All representations, warranties, covenants, indemnities, and agreements contained in this Agreement will survive the Closing Date and the execution, delivery, and performance of this Agreement and any sale, assignment, participation, or other transfer by Buyer of any or all of the Claim and the other Transferred Rights, and will inure to the benefit of Seller, Buyer, and their respective successors and assigns (as applicable). The obligations of Seller and Buyer contained in this Agreement will continue and remain in full force and effect until fully paid, performed, and satisfied.

(c) No Set Off. Each payment to be made by either Party pursuant to this Agreement will be made without set-off, counterclaim, or deduction of any kind.

(d) Governing Law and Jurisdiction.

(i) This Agreement will be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law principles.

(ii) Each Party irrevocably and unconditionally consents to the exclusive jurisdiction of the state and federal courts located in the County of New York (Borough of Manhattan), State of New York in any action to enforce, interpret, or construe any provision of this Agreement, and further irrevocably waives any defense of improper venue or *forum non conveniens* to any such action brought in those courts. Each Party consents to service of process by certified mail at its address set forth on Exhibit A.

(e) WAIVER OF JURY TRIAL. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MIGHT HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR

INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTION (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12(e).

(f) Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be an original, but all of which, together, constitute one and the same instrument. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement will be deemed to constitute due and sufficient delivery of such counterpart.

(g) Notices and Payments. All demands, requests, notices, consents, and communications pursuant to this Agreement will be in writing and will be deemed to have been duly given when delivered to the recipient by hand or by an internationally recognized courier service or if sent electronically, such as in portable document format. All notices will be delivered to the applicable address set forth on Exhibit A, or such other address as may be furnished hereafter by notice in writing. All payments by Seller to Buyer and Buyer to Seller pursuant to this Agreement are to be made in the lawful currency of the United States by wire transfer of immediately available funds to Seller or Buyer, as applicable, in accordance with the wire instructions specified in Exhibit A.

(h) Integration. This Agreement, together with any annexes, schedules, and exhibits to this Agreement, constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersede all prior agreements, understandings, or representations pertaining to the subject matter of the Agreement, whether oral or written. There are no warranties, representations, or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically and expressly set forth in this Agreement.

(i) Severability. If any provision of this Agreement or any other agreement, instrument, or document delivered in connection with this Agreement, if any, is partially or completely invalid or unenforceable in any jurisdiction, then that provision will be ineffective in that jurisdiction to the extent of its invalidity or unenforceability, but the invalidity or unenforceability of that provision will not affect the validity or enforceability of any other provision of this Agreement, all of which will, to the extent otherwise consistent with the intent of the Parties, be construed and enforced as if that invalid or unenforceable provision were omitted, nor will the invalidity or unenforceability of that provision in one jurisdiction affect its validity or enforceability in any other jurisdiction.

(j) Confidentiality. Each Party agrees that, without the prior consent of the other Party, it will not disclose the contents of this Agreement or the Claim Documentation to any entity, except that any Party may make any such disclosure: (i) as required or advisable to implement or enforce this Agreement; (ii) if required to do so by any law, regulation, court, or

legal proceeding; (iii) to any Governmental Authority or self-regulatory entity having or asserting jurisdiction over it; (iv) if its attorneys advise it that it has a legal obligation to do so or that failure to do so might result in it incurring a liability to any other entity; (v) to its affiliates and to its and its affiliates' respective professional advisors, auditors, employees, professionals, representatives, officers, directors, members and agents; and (vi) as set forth in the following sentence. Buyer may also disclose the contents of this Agreement and the Claim Documentation to any proposed transferee, assignee, buyer, participant, or other entity proposing to enter into contractual relations with Buyer in respect of the Claim and the other Transferred Rights or any part thereof; provided, however, that such prospective transferee, assignee, buyer, participant or other entity has agreed to be bound by either the provisions of this Section 12(j) or other provisions at least as restrictive as this Section 12(j).

(k) Amendments. No amendment of any provision of this Agreement will be effective unless it is made in writing and signed by the Parties, and no waiver of any provision of this Agreement, nor consent to any departure by either Party from it, will be effective unless it is made in writing and signed by the affected Party, and then such waiver or consent will be effective only in the specific instance and for the specific purpose for which given.

(l) Relationship Between Buyer and Seller. The relationship between Seller and Buyer will be that of seller and buyer and will in no event be deemed or otherwise construed to be that of debtor and creditor. Except as otherwise provided in this Agreement, neither is a trustee or agent for the other, nor does either have fiduciary obligations to the other. This Agreement will not be construed to create a partnership or joint venture between the Parties.

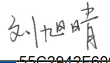
(m) Waivers. No failure on the part of either Party to exercise, and no delay in exercising, any right pursuant to this Agreement or any related document will operate as a waiver of such right by such Party, nor will any single or partial exercise of any right pursuant to this Agreement or any other related document preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of each Party provided pursuant to this Agreement, or any related document (i) are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law and (ii) are not conditional or contingent on any attempt by such Party to exercise any of its rights pursuant to any other related documents against the other Party.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the date first written above.

Seller:

HBIT LIMITED

DocuSigned by:

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Name: Carrie Liu

Title: Director

Buyer:

CERATOSAURUS INVESTORS, L.L.C.

By: Farallon Capital Management, L.L.C., Its Manager

DocuSigned by:

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By:

Name: Michael G Linn

Title: Managing Member

EXHIBIT A

NOTICE ADDRESSES AND WIRE INSTRUCTIONS

Seller's Address for Notices:

HBIT LIMITED
FLAT/RM 702-3 7F
100 Queen's Road Central
Central, Hong Kong
Email: payment@newhuotech.com and carrie.liu@newhuotech.com
Tel: +852 5497 0511 and +852 3616 0815.

Seller's Wire Instructions:

Account Name :SINOHOPE HONG KONG LIMITED
Bank name: ZA Bank Limited
Bank code: 387
Branch no.: 747
Account no.: 861013582398
SWIFT CODE: AABLHKHH
Bank Address: UNIT 1301, LEVEL 13, IT STREET, CYBERPORT 3, 100 CYBERPORT ROAD,
HONG KONG
Wire Ref: Payment for FTX bankruptcy claim to HBIT Limited

Buyer's Address for Notices:

Ceratosaurus Investors, L.L.C.
c/o Farallon Capital Management, L.L.C.
One Maritime Plaza, Suite 2100
San Francisco, CA 94111
Attn: Michael Linn
E-mail: MLinn@FarallonCapital.com; loanops@FarallonCapital.com
(tel) 415-421-2132

EXHIBIT B

PURCHASE PRICE CALCULATION

Claim Amount: \$18,089,136.25 USD

x Purchase Rate: 107.80%

Purchase Price: \$19,500,088.87 USD

EXHIBIT C**EVIDENCE OF TRANSFER OF CLAIM****TO: THE DEBTOR AND THE BANKRUPTCY COURT**

For value received, the adequacy and sufficiency of which are hereby acknowledged and in accordance with the Claim Sale and Purchase Agreement between the parties, HBIT LIMITED, having "Customer Code" 01416793 ("Assignor") hereby unconditionally and irrevocably sells, transfers and assigns to **Ceratosaurus Investors, L.L.C.** (the "Assignee") all of its right, title, interest, claims and causes of action in and to, or arising under or in connection with, its claim (as such term is defined in Section 101(5) of the U.S. Bankruptcy Code), against FTX Trading Ltd. (the "Debtor"), the debtor in Case No. 22-11068 (JTD) (Jointly Administered) pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and the relevant portion of any and all proofs of claim filed by Assignor or its predecessor-in-interest with the Bankruptcy Court, including as set forth below.

Schedule Number	Claim Number
5481938	55462
	94681

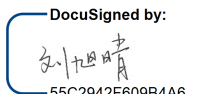
Pursuant to the Claim Sale and Purchase Agreement between the parties, Assignor hereby waives any objection to the transfer of the claim to Assignee on the books and records of the Debtors and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal rules of Bankruptcy Procedure, the U.S. Bankruptcy Code, applicable local bankruptcy rules or applicable law. Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Assignor transferring to Assignee the foregoing claim, recognizing Assignee as the sole owner and holder of the claim, and directing that all payments or distributions of money or property in respect of the claim be delivered or made to the Assignee.

IN WITNESS WHEREOF, this EVIDENCE OF TRANSFER OF CLAIM is executed this 24rd day of May, 2024.

ASSIGNOR:**ASSIGNEE:****HBIT LIMITED****Ceratosaurus Investors, L.L.C.**

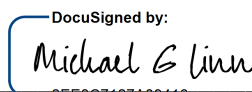
By: Farallon Capital Management,
L.L.C., Its Manager

DocuSigned by:



Name: Carrie Liu
Title: Director

DocuSigned by:



By: Michael G Linn
Name: Michael G Linn
Title: Managing Member

IN THE UNITED STATES BANKRUPTCY
COURT FOR THE DISTRICT OF DELAWARE

In re:	Case No. 22-11068 (JTD)
FTX TRADING LTD., et al.,	Chapter 11
Debtors.	(Jointly Administered)

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111 (a). Transferee hereby gives notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this notice.

Ceratosaurus Investors, L.L.C.
Name of Transferee

Name (Redacted)
Name of Transferor

Address for all Notices and Payments:
c/o Farallon Capital Management, L.L.C.
One Maritime Plaza, Suite 2100
San Francisco, CA 94111
Attn: Michael Linn
Email: MLinn@FarallonCapital.com

Address: On file with Debtors

Schedule/Claim No.	Creditor Name	Amount	Debtor	Case No.
Schedule Number: 5481938	Name (Redacted)	As described on Schedule F (see attached)	FTX Trading Ltd.	22-11068
Claim Number: 55462	Name (Redacted)	As described on the Customer Claim Form	FTX Trading Ltd.	22-11068
Claim Number: 94681	Name (Redacted)	As described on the Customer Claim Form	FTX Trading Ltd.	22-11068

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

DocuSigned by:
By: Michael G Linn
2EE6C7127A89410...
Transferee/Transferee's Agent

Date: May 24, 2024

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Schedule F

01416793		TRX[.000628], USD[2167257.62], USD[2247292.35419851]
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Name of Transferee

Transferee has in its possession an Evidence of Transfer of Claim signed by the Transferor.

To protect the identity of the Transferor, Transferee has not disclosed the Transferor’s name or address, and has not attached the signed Evidence of Transfer of Claim to this Notice of Transfer of Claim.

Upon written request, Transferee is prepared to provide a copy of the signed Evidence of Transfer of Claim to the Bankruptcy Court, the Debtors, and appropriate professionals.

EXHIBIT D**POWER OF ATTORNEY**

May 24, 2024

Re: FTX Trading Ltd., et al. (“Debtor”), lead Case No. 22-11068 (JTD) (“Case”), “Customer Code” **01416793**, with “Schedule Number”, “Claim Number” and “Confirmation ID” set forth below (the “Claim”).

Schedule Number	Confirmation ID	Claim Number
5481938	3265-70-BAXEM-615492747	55462
	3265-70-QNROG-676514417	94681

In connection with and under the conditions set forth in that certain Claim Sale and Purchase Agreement (“Agreement”), dated as of the date hereof between **HBIT LIMITED** (“Seller”) and **Ceratosaurus Investors, L.L.C.** (“Buyer”), the undersigned Seller hereby authorizes Buyer, as attorney in fact for the undersigned Seller and with full power of substitution, to:

1. Demand, sue for, compromise and recover all such amounts which are, or may hereafter become, due and payable for or on account of the Claim;
2. Vote on any question that may be lawfully submitted to creditors, interest holders in the Case;
3. Attend any meetings, calls or presentations of the Debtor in the place of Seller;
4. Receive all notices, dividends and distributions or other payments in connection with the Claim and the Case;
5. Make any changes to the My Profile and Profile sections on the Seller’s FTX Account referenced in the Claim, or change Seller’s notice address for all notices, payments, remittances, and disbursements in the Case;
6. Fully recover from any forfeiture fund established or to be established pursuant to 28 C.F.R. Part 9 or otherwise or any other restitution, remission, restoration or mitigation processes or funds (or like processes or funds) or any other fund operated or administered by (or on behalf of) any entity, governmental or otherwise, (including, without limitation, the U.S. Department of Justice) foreign or domestic; and
7. Otherwise take any steps that it considers necessary or desirable in connection with the Agreement (including, without limitation, preparing, submitting and/or amending any proof of claim or other document substantiating or evidencing the Claim in the Case).

Buyer agrees that any actions it takes in the Seller’s name, place and stead shall fully comply with all applicable laws and regulations, including, without limitation, all the laws applicable to the Debtor. The authority granted to the Buyer is limited to the actions noted above.

Signed for by and on behalf of

HBIT LIMITED

DocuSigned by:



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Name: Carrie Liu

Title: Director