

Objection Deadline: March 25, 2026 at 4:00 p.m. (prevailing Eastern Time)

WHITE & CASE LLP

Keith H. Wofford
W. Dylan Fay (*pro hac vice* forthcoming)
Southeast Financial Center
200 South Biscayne Blvd., Suite 4900
Miami, FL 33131
Telephone: (305) 371-2700
Facsimile: (305) 358-5744
Email: kwofford@whitecase.com
wfay@whitecase.com

WHITE & CASE LLP

Stephen Moeller-Sally (*pro hac vice*
forthcoming)
75 State St.
Boston, MA 02109
Telephone: (617) 979-9301
Facsimile: (617) 979-9300
Email: ssally@whitecase.com

WHITE & CASE LLP

Samuel P. Hershey
1221 Avenue of the Americas
New York, NY 10020
Telephone: (212) 819-8200
Facsimile: (212) 354-8113
Email: sam.hershey@whitecase.com

WHITE & CASE LLP

Sean Gorman (*pro hac vice* forthcoming)
609 Main Street, Suite 2900
Houston, TX 77002
Telephone: (713) 496-9700
Facsimile: (713) 496-9701
Email: sgorman@whitecase.com

*Counsel to Blockchain Recovery Investment Consortium, LLC, Litigation Administrator and
Complex Asset Recovery Manager for the Post-Effective Date Celsius Debtors*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC., *et al.*,¹

Post-Effective Date
Debtors.

Chapter 11

Case No. 22-10964 (MG)

(Jointly Administered)

¹ The Post-Effective Date Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), along with the last four digits of each Post-Effective Date Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Post-Effective Date Debtor Celsius Network LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030. In this motion, the Post-Effective Date Debtors shall sometimes be referred to collectively as “Celsius.”

**MOTION PURSUANT TO BANKRUPTCY RULE 2004 FOR ORDER
ALLOWING DISCOVERY ON FIREBLOCKS INC. AND FIREBLOCKS LTD.**

Celsius Network Limited, acting by and through the Blockchain Recovery Investment Consortium, LLC, Litigation Administrator and Complex Asset Recovery Manager, for the Post-Effective Date Debtors (the “**ARM Administrator**”) and its undersigned counsel, submits this *Motion Pursuant to Bankruptcy Rule 2004 for Order Authorizing the Issuance of Discovery to Fireblocks Inc. and Fireblocks Ltd.* (the “**Motion**”) seeking entry of an order, substantially in the form annexed hereto as **Exhibit A** (the “**Proposed Order**”), permitting the ARM Administrator to conduct an examination of, and serve requests for production on, Fireblocks Inc. and Fireblocks Ltd. (together, “Fireblocks”), as well as certain of their officers, in furtherance of identifying and preserving estate property and potential claims, and to undertake document discovery and depositions as necessary, concerning Fireblocks’s custody of cryptographic keys securing tens of thousands of Ethereum (ETH) tokens belonging to Celsius.

PRELIMINARY STATEMENT

1. Valuable cryptocurrency assets are frequently stored in wallets or on platforms secured by cryptographic keys—unique digital credentials that control access to the cryptocurrency tokens. Such keys are often created or maintained by companies that specialize in digital security and cryptocurrency custody. Fireblocks is one such provider.

2. This Motion is necessitated by Fireblocks’s destruction of specific keys it held in its custody that were required to access more than 25,000 ETH tokens belonging to Celsius, despite Fireblocks’s legal obligation to hold those keys safely and back them up securely. Fireblocks’s actions caused the loss of access to ETH currently worth tens of millions of dollars that should have been available for distribution to Celsius’s creditors.

3. Based on the information available to the ARM Administrator at this time, Fireblocks cannot return the keys to Celsius's ETH tokens because it lost them in an act of staggering negligence. But few details of Fireblocks's custody of the keys or the events that caused them to be lost are known. Celsius must investigate how this loss happened and whether Fireblocks bears responsibility. Only discovery here can force Fireblocks to reveal the answers and allow Celsius to determine whether it has viable direct claims against Fireblocks to redress the injury to its creditors.

4. Celsius has tried repeatedly to receive discovery from Fireblocks without involving the Court. On February 3, 2026, Celsius sent a letter to Fireblocks explaining the information that Celsius seeks. The parties met and conferred on February 13, 2026 to discuss the scope of Celsius's requests, and whether Fireblocks would provide the necessary documents voluntarily. As a first step, Celsius agreed to provide narrowly tailored search terms, and counsel for Fireblocks agreed to ask its client to run those initial search terms and provide a hit report.

5. Celsius provided its proposed initial search terms on February 17, 2026. Celsius did not receive a response until one week later, on February 24, 2026, when Fireblocks requested a further meet-and-confer. Celsius made itself available to meet the following day. On that meet-and-confer, counsel for Fireblocks did not provide a hit report based on the terms. Nor would counsel even respond as to whether Fireblocks had run the requested searches or was in the process of doing so. Instead, counsel for Fireblocks proposed that, rather than provide the hit report that Celsius had requested, Fireblocks would produce documents previously produced in a legal proceeding in Israel.

6. Celsius responded that this offer of discovery produced in a foreign proceeding—which is not governed by U.S. law or discovery rules and procedures, and which Celsius is not a

party to— was not an acceptable substitute for the discovery that Celsius is seeking. Accordingly, Celsius reiterated its request for a hit report, which it requested no later than March 2, 2026— nearly one month after the requests were originally served.

7. On March 2, 2026, Celsius wrote voluntarily to Fireblocks’s counsel to extend the deadline to March 4, 2026 in consideration of events in the Middle East. On March 4, 2026, Fireblocks’s counsel sent Celsius a follow-up email, again failing to answer whether Fireblocks had run any of the requested searches and failing to provide a hit report on the narrowed, exploratory search terms provided weeks earlier, and making the same proposal to turn over undefined documents connected with the Israeli litigation. Needless to say, there is no rule requiring Celsius to accept a document production made in response to a different set of requests by a different party in a different proceeding in a different country as a substitute for Celsius’s own request for discovery in this case.

8. Thus, Fireblocks still has not provided the hit report that Celsius requested weeks ago and appears to have no intention of doing so, absent order of this Court. Nor has Fireblocks provided any explanation for its failure to do so. While Celsius has tried to work with Fireblocks to reach a consensual resolution that avoids involving the Court, Celsius will not allow Fireblocks to delay discovery any longer.

9. Accordingly, the ARM Administrator respectfully requests an order permitting Celsius to serve on Fireblocks, and requiring Fireblocks to respond to, the attached limited and targeted requests for production, as well as the following deposition subpoenas: one each for the Fireblocks entities, and one to Idan Ofrat, the Fireblocks cofounder and executive at the center of the events at issue in this potential dispute, and one to Michael Shaulov, Fireblocks’s CEO who

was also heavily involved. The ARM Administrator also seeks authority to conduct further discovery on Fireblocks, if necessary, to identify estate property or claims.

JURISDICTION AND VENUE

10. The United States Bankruptcy Court for the Southern District of New York (the “**Court**”) has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.).

11. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

12. Consideration of the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

13. The statutory predicates for the relief requested herein are sections 105 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2004 and 9006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2004-1 of the Local Bankruptcy Rule for the Southern District of New York (“**Local Bankruptcy Rules**”). The requested relief is also justified under the Court’s *General Order M-452 Amending, and Restating M-143, M211, and M390* (the “**General Order**”) dated June 28, 2013 (Morris, C.J.), as modified herein.

14. The Court has general personal jurisdiction over Fireblocks Inc. because Fireblocks Inc. is “at home” in New York, where its principal place of business is located. *Daimler AG v. Bauman*, 571 U.S. 117, 137 (2014).

15. The Court has specific personal jurisdiction over Fireblocks Ltd. because Fireblocks Ltd. filed two proofs of claim in Celsius’s chapter 11 cases in this Court. *See* Proofs of Claim Nos. 20588 and 20590. “[T]he filing of a proof of claim waives an individual’s due process right to insist on minimum contacts within the forum state before being subject to the court’s jurisdiction.” *Arecibo Cmty. Health Care, Inc. v. Puerto Rico*, 270 F.3d 17, 26 (1st Cir. 2001).

BACKGROUND

I. Celsius's Bankruptcy

16. On July 13, 2022 (the “**Petition Date**”), Celsius Network LLC and its affiliated debtors each commenced a chapter 11 case by filing a voluntary petition for relief in this Court under chapter 11 of the Bankruptcy Code.² All of these Chapter 11 Cases were consolidated for procedural purposes only and are jointly administered pursuant to Bankruptcy Rule 1015(b).³ The Debtors were authorized to operate their businesses and manage their properties as debtors in possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.

17. On November 9, 2023, the Court entered its *Findings of Fact, Conclusions of Law, and Order Signed on November 9, 2023 Confirming the Modified Joint Chapter 11 Plan of Celsius Network LLC and its Debtor Affiliates* [Docket No. 3972]⁴ (the “**Confirmation Order**”), pursuant to which the Court approved and confirmed the Plan (defined below and as amended, supplemented, or modified from time to time).

18. On January 29, 2024, the Debtors filed the *Modified Joint Chapter 11 Plan of Reorganization of Celsius Network LLC and Its Debtors Affiliates (Conformed for MiningCo Transaction)* [Docket No. 4289] (the “**Plan**”).

19. The effective date of the Plan (the “**Effective Date**”) occurred on January 31, 2024.⁵

² Other than GK8 Ltd, GK8 UK Limited, and GK8 USA LLC, which filed on December 7, 2022.

³ See Order Directing (I) Joint Administration of the Chapter 11 Cases and (II) Granting Related Relief [Docket No. 53]; Order Directing (I) Joint Administration of the Chapter 11 Cases and (II) Granting Related Relief [Docket No. 1648].

⁴ “Docket No.” refers to the docket of *In re Celsius Network LLC, et al.*, Case No. 22-10964 (MG) (Bankr. S.D.N.Y., filed July 13, 2022). Documents filed on this docket can be accessed free of charge at <https://cases.stretto.com/celsius/>.

⁵ See Notice of Occurrence of Effective Date of Debtors’ Modified Chapter 11 Plan of Reorganization and Commencement of Distributions [Docket No. 4298].

20. In accordance with the Plan and Confirmation Order, the ARM Administrator was appointed as of the Effective Date of the Plan, and the Post-Effective Date Debtors and the ARM Administrator entered into that certain *Litigation Administrator and Complex Asset Recovery Manager Agreement* (the “**ARM Administrator Agreement**”).⁶

21. Pursuant to the Plan, Confirmation Order, and the ARM Administrator Agreement, the ARM Administrator is empowered to investigate, prosecute, compromise, and settle the ARM Claims,⁷ including, without limitation, identifying and monetizing illiquid assets for the benefit of Celsius’s prepetition creditors. *See* Administrator ARM Agreement § 4.1; Plan Art. IV.L. Specifically, the ARM Administrator Agreement grants the ARM Administrator authority to “seek the examination of any Entity or Person with respect to the ARM Claims[.]” ARM Administrator Agreement § 4.7(h). The Plan and the ARM Administrator Agreement also provide for the general retention of jurisdiction by the bankruptcy court and for the ARM Administrator to take such actions. *See* Plan Art. XII. 11, 21.

II. Fireblocks Has Information That Could Lead to the Recovery of Tens of Millions of Dollars of Estate Assets

22. Fireblocks is a digital asset custody and transfer platform that claims to provide secure infrastructure for storing, managing, and moving cryptocurrencies and other tokenized assets. It offers institutions like Celsius a controlled environment to store cryptocurrency wallets, safeguard private cryptographic keys, and authorize transactions. Fireblocks and Celsius had a

⁶ *See Eleventh Notice of Filing Plan Supplement*, Ex. B [Docket No. 4297]. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan, Confirmation Order, and/or the Litigation Administrator Agreement.

⁷ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan, Confirmation Order, and/or Litigation Administrator Agreement, as applicable.

longstanding relationship in which Celsius used Fireblocks's platform to store and manage digital assets.

23. In fact, Celsius used the Fireblocks platform to secure billions of dollars of cryptocurrency throughout the Celsius bankruptcy cases, enabling the return of those assets to its customers following the effective date of the plan. However, the depth and integral nature of the relationship between Celsius and Fireblocks made commencement of any discovery or litigation particularly sensitive. Now that the case has matured and the relationship between Celsius and Fireblocks has changed, the ARM Administrator can investigate Fireblocks's responsibility for the loss of the keys.

24. This 2004 Request seeks information about the circumstances relating to the loss of the keys and its aftermath. In 2020, Celsius introduced Fireblocks to representatives of StakeHound SA, a cryptocurrency staking business based in Switzerland. Celsius's introduction of Fireblocks to StakeHound began several months of discussions among the parties.

25. As a product of these discussions, Celsius deposited more than 25,000 ETH with StakeHound. In a series of communications, Fireblocks agreed to assist with the creation of keys to secure those tokens, agreed to keep safe certain keys required to access those tokens, and agreed to securely back up those keys with a third-party backup provider. Fireblocks then destroyed the keys, causing Celsius to permanently lose the keys required to access this ETH.

26. Celsius requires discovery to confirm the extent of Fireblocks's failures. In addition to destroying the keys, it appears that Fireblocks did not back up (either internally or with a third-party provider) its copies of the keys in its custody.

27. In June 2021, StakeHound sued Fireblocks in Israel for Fireblocks's loss of the RSA private keys securing ETH tokens deposited by Celsius with StakeHound. That suit remains ongoing.

III. It is Necessary and Appropriate for Celsius to Obtain Information to Analyze Potential Direct Claims Against Fireblocks

28. The conduct of Fireblocks and StakeHound gave rise to potential Celsius claims against each of them, respectively. Celsius resolved its claims against StakeHound through a settlement agreement approved by this Court. *See* Adversary Proceeding No. 23-01138 (MG), ECF No. 105. But Celsius appears to have potential direct claims against Fireblocks that may bring value to its creditors, and has filed this Motion to discover evidence in support of those claims.

29. Celsius has documents in its possession that show that the arrangement to create keys securing the now inaccessible ETH tokens and to keep those keys safe was the product of a three-party discussion among Celsius, StakeHound, and Fireblocks. As noted above, it was Celsius that introduced StakeHound to Fireblocks:

From: Jason Stone [jason.stone@celsius.network]
on behalf of Jason Stone <jason.stone@celsius.network> [jason.stone@celsius.network]
Sent: 9/7/2020 3:00:59 PM
To: albert@stakehound.com
CC: Idan Ofrat [idan@fireblocks.com]; Michael Shaulov [michael@fireblocks.io]; Nuke Goldstein [nuke@celsius.network]; Shiran Kleiderman [shiran.kleiderman@celsius.network]
Subject: Stakehound <> Celsius // FireBlocks

Albert—

Great chatting with you Friday!

I really like Stakehound’s angle and know it can provide us opportunity to add older staking coins simply that had otherwise fallen to the back burner.

I’m cc’ing the CEO & CTO of Fireblocks, as well as my boss the CTO of Celsius. I’ll catch them all up by EOD tomorrow— if you’d suggest a few 30 min windows for Thursday/Friday or early next week, Im sure we can find a time that works for all 4 of us to have a quick chat.

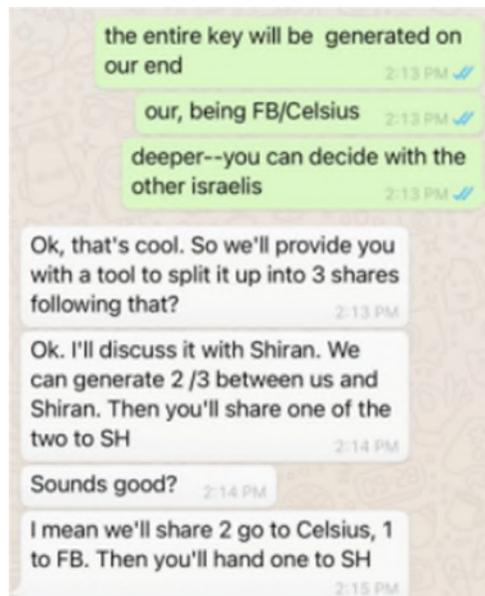
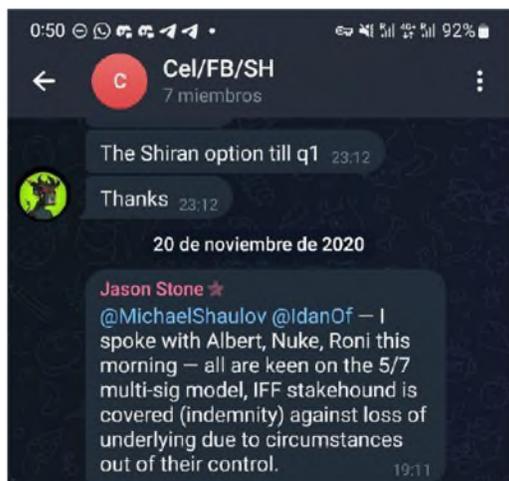
Thanks and looking forward to working with you!

Best,

Jason

30. Following Celsius’s introduction of StakeHound to Fireblocks, the parties continued to collaborate closely on the nature of the cryptographic keys that would be created and how they would be stored and protected. The three-party nature of this relationship (Celsius, StakeHound, and Fireblocks) is evidenced by chat and messaging records showing representatives of each company discussing the arrangements for staking and custody of the keys.

31. For example, in a group chat titled “Cel/FB/SH” [Celsius/Fireblocks/StakeHound], Jason Stone of Celsius confirmed the parties’ agreement on the structure of the cryptographic keys that would secure Celsius’s ETH. In another message, Idan Ofrat of Fireblocks stated that the “entire key will be generated on our end.” A Celsius representative responded to propose that the key be split into pieces that would be distributed between Celsius, Fireblocks, and StakeHound.



32. This 2004 Request seeks information about the circumstances relating to the Key Loss that is uniquely in Fireblocks’s possession. Celsius believes that the chat, message, and email communication records in its possession are incomplete, as the final arrangement on creation and custody of the keys differed from these early conversations. Celsius believes that Fireblocks possesses complete versions of these highly relevant communications, as well as other essential internal communications that may shed light on how the keys to Celsius’s property were created, stored, and lost. Fireblocks’s internal communications will also show who was responsible, and whether viable claims exist.

33. Separately, Celsius has resolved its claims against StakeHound through a settlement agreement. *See* Adversary Proceeding No. 23-01138 (MG), ECF No. 105. That settlement agreement did not compensate Celsius for the full value of the tokens it lost because of Fireblocks’s loss of the keys.

IV. Celsius Has Tried to Resolve This Matter Directly with Fireblocks, But Fireblocks Has Not Provided Celsius with Any Information That Celsius Has Requested

34. As discussed above, Celsius has made significant efforts over the last month to resolve this matter directly with Fireblocks, to no avail. Celsius and Fireblocks have met and conferred several times. Following the first meet-and-confer, Celsius promptly provided a targeted list of proposed search terms. To date, Fireblocks has not provided a hit report in connection with those search terms, much less committed to producing documents. Fireblocks has offered to produce documents that were allegedly produced in the Israeli litigation, but it refuses to provide discovery that comports with the standard of Rule 2004.

RELIEF REQUESTED

35. By this Motion, the ARM Administrator requests, pursuant to Bankruptcy Rule 2004, entry of the Proposed Order authorizing Celsius to issue, and requiring Fireblocks to respond to, (1) a notice and subpoena for examination of Fireblocks Inc. under Rule 2004(a), attached as **Exhibit 1**; (2) a notice and subpoena for examination of Fireblocks Ltd. under Rule 2004(a), attached as **Exhibit 2**; (3) a subpoena and Request for Production to Fireblocks Inc. under Rule 2004(c), attached as **Exhibit 3**; (4) a subpoena and Request for Production to Fireblocks Ltd. under Rule 2004(c), attached as **Exhibit 4**; (5) a notice and subpoena for examination of Idan Ofrat under Rule 2004(a), attached as **Exhibit 5**; (6) a notice and subpoena for examination of Michael Shaulov under Rule 2004(a), attached as **Exhibit 6**; and (7) any additional discovery that the ARM Administrator deems necessary to obtain information regarding estate property or claims related to Fireblocks.

BASIS FOR RELIEF

36. Rule 2004 provides for discovery regarding “the acts, conduct or property . . . the liabilities and financial condition of the debtor . . . [and] any matter which may affect the

administrator of the debtor’s estate.” Fed. R. Bankr. P. 2004(b). The scope of a Rule 2004 examination is “very broad and great latitude of inquiry is ordinarily permitted.” *In re Madison Williams & Co.*, No. 11-15896, 2014 WL 56070, at *3 (Bankr. S.D.N.Y. Jan. 7, 2014) (quoting *In re Matter of Wilcher*, 56 B.R. 428, 433 (N.D. Ill. 1985)). It can “legitimately be in the nature of a ‘fishing expedition.’” *Id.* A Rule 2004 examination may extend to third parties who have had dealings with the debtor. *In re Platinum Partners Value Arbitrage Fund L.P.*, 583 B.R. 803, 810 (S.D.N.Y. 2018) (“The Court may authorize examination of third parties that possess knowledge of the debtors’ acts, conduct, liabilities, or financial condition which relate to the administration of the bankruptcy estate.”); *In re Ecam Publications, Inc.*, 131 B.R. 556, 559 (S.D.N.Y. 1991) (“Third parties are subject to examination pursuant to Rule 2004 if they have knowledge of the debtor’s affairs”); *In re Millennium Lab Holdings Ii, LLC*, 562 B.R. 614, 626 (D. Del. 2016) (“Legitimate goals of Rule 2004 examinations include discovering assets, examining transactions, and determining whether wrongdoing has occurred.”).⁸

37. A party seeking discovery under Rule 2004 must show that it has good cause for the examination it seeks. *In re Madison Williams & Co.*, 2014 WL 56070, at *4. A party has good cause when the examination sought is “necessary to establish the claim of the party seeking the examination, or if denial of such request would cause the examiner undue hardship or injustice.” *Id.* (quoting *ePlus, Inc. v. Katz (In re Metiom, Inc.)*, 318 B.R. 263, 268 (S.D.N.Y. 2004)). In

⁸ For the avoidance of doubt, Rule 2004 discovery remains available to reorganized debtors post-confirmation. *See, e.g., In re All Year Holdings Ltd.*, Case No. 21-12051 (MG), Dkt. 443 (Bankr. S.D.N.Y. Sept. 15, 2023) (order authorizing the Plan Administrator to issue subpoenas under Rule 2004); *In re Dewey & Leboeuf LLP*, Case No. 12-12321 (MG), Dkt. 1936 (Bankr. S.D.N.Y. Dec. 12, 2013) (order authorizing the post-confirmation Dewey & Leboeuf Liquidation Trust to serve Rule 2004 subpoenas on certain law firms); *see also In re Defoor Ctr., LLC*, 634 B.R. 630, 637 (M.D. Fla. 2021) (noting that the court has jurisdiction to consider post-confirmation Rule 2004 discovery requests).

deciding whether to grant a request under Rule 2004, the Court must “weigh the relevance of the discovery against the burden it will impose on the producing party.” *Id.*

38. Here, the ARM Administrator’s request falls squarely within the type of discovery permitted by Rule 2004. The ARM Administrator seeks discovery from an entity that it reasonably believes has information related to estate assets, including claims against Fireblocks. Specifically, Celsius seeks information on where the keys in Fireblocks’s custody were stored, how they were kept, what steps (if any) were taken to back them up, and how they were lost or destroyed, among other things. These are legitimate grounds for Rule 2004 discovery.

39. This discovery will also reveal the extent of Fireblocks’s responsibility for losing the keys required to access tens of millions of dollars’ worth of ETH tokens belonging to Celsius. That will inform the scope of potential causes of action against Fireblocks. *See Wikiert v. City of N.Y.*, 7 N.Y.S.3d 313, 316 (N.Y. App. Div. 2d Dep’t 2015) (explaining the elements of bailment).

40. Any inconvenience to Fireblocks is outweighed by the ARM Administrator’s need for the proposed discovery. Absent that discovery, the ARM Administrator’s ability to carry out its duties under the Plan to maximize recovery of assets for the Debtor’s creditors because it will be impaired. Any potential harm to Fireblocks is also mitigated by Fireblocks’s right to assert appropriate objections to the Request for Production and examination topics.

NO PRIOR REQUEST

20. Neither Celsius nor the ARM Administrator have made a request for the relief sought herein to this or any other Court.

CONCLUSION

WHEREFORE, Celsius and the ARM Administrator respectfully request that the Court grant the Motion, enter the Proposed Order in the form attached hereto as **Exhibit A** and grant such other and further relief as the Court deems just and proper.

[Remainder of this page intentionally left blank]

EXHIBIT A

PROPOSED ORDER

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC., *et al.*,¹

Reorganized Debtors.

Chapter 11

Case No. 22-10964 (MG)

(Jointly Administered)

**ORDER ON MOTION PURSUANT TO BANKRUPTCY RULE 2004
TO AUTHORIZE DISCOVERY ON FIREBLOCKS INC. AND FIREBLOCKS LTD.**

1. Upon the *Motion Pursuant to Bankruptcy Rule 2004 for Order Authorizing Discovery on Fireblocks Inc. and Fireblocks Ltd.* (the “**Motion**”),² filed by Blockchain Recovery Investment Consortium, LLC, Litigation Administrator and Complex Asset Recovery Manager for the Post-Effective Date Debtors (the “**Litigation Administrator (ARM)**”), for entry of an order authorizing the Litigation Administrator (ARM) to serve, and requiring Fireblocks to respond to, Rule 2004 discovery in the form (1) a notice and subpoena for examination of Fireblocks Inc. under Rule 2004(a), attached as **Exhibit 1**; (2) a notice and subpoena for examination of Fireblocks Ltd. under Rule 2004(a), attached as **Exhibit 2**; (3) a subpoena and Request for Production to Fireblocks Inc. under Rule 2004(c), attached as **Exhibit 3**; (4) a subpoena and Request for Production to Fireblocks Ltd. under Rule 2004(c), attached as **Exhibit 4**; (5) a notice and subpoena for examination of Idan Ofrat under Rule 2004(a), attached as **Exhibit 5**; (6) a notice and subpoena

¹ The Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

² Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them as in the Motion.

for examination of Michael Shaulov under Rule 2004(a), attached as **Exhibit 6** (the discovery requests in **Exhibits 1 – 6** together, the “**Discovery**”); and to take any additional discovery that the Litigation Administrator (ARM) deems necessary to obtain information that Fireblocks Inc. and Fireblocks Ltd. may possess with respect to Celsius assets; and the Court having jurisdiction to consider and determine the Motion as a core proceeding in accordance with 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; [and the Court having held a hearing on March [●], 2026 to consider the requested relief in the Motion (the “**Hearing**”)]; and upon the record before the Court, the Court finds and determines that the relief requested in the Motion is in the best interest of the Litigation Administrator (ARM), creditors, and all parties-in-interest, that the Litigation Administrator (ARM) has provided due and adequate notice of the Motion and Hearing, and that no other notice is necessary, and that the legal and factual bases set forth in the Motion establish just and sufficient cause to grant the relief requested therein, it is hereby:

ORDERED, that the Motion is granted;

ORDERED, that the Litigation Administrator (ARM) is authorized to cause the Discovery, substantially in the form of the requests in **Exhibits 1 – 6** annexed hereto, to be served upon Fireblocks Inc. and Fireblocks Ltd. to compel the production of information in accordance with Bankruptcy Rule 2004 and Local Rule 2004-1;

ORDERED, that Fireblocks shall deliver responses to the request for production to the offices of counsel for the Litigation Administrator (ARM) within 14 days of issuance of this order;

ORDERED, that Fireblocks Inc. and Fireblocks Ltd. shall provide dates for depositions of each entity and of Idan Ofrat and Michael Shaulov within 14 days of issuance of this order;

ORDERED, that the Litigation Administrator (ARM) may propound further discovery in connection with this matter, including without limitation, requests based on any information that may be revealed as a result of the discovery authorized pursuant to this order; and

ORDERED, that this Order shall be effective immediately upon its entry.

IT IS SO ORDERED.

Dated: _____
New York, New York

THE HONORABLE MARTIN GLENN
CHIEF UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

RULE 2004 DISCOVERY: 30(b)(6) DEPOSITION TO FIREBLOCKS INC.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC., *et al.*,¹

Reorganized Debtors.

Chapter 11

Case No. 22-10964 (MG)

(Jointly Administered)

**LITIGATION ADMINISTRATOR (ARM)'S FIRST NOTICE OF
30(B)(6) DEPOSITION TO FIREBLOCKS INC.**

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 26 and 30(b)(6), made applicable by Rules 7026, 7030, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and in connection with the *Motion Pursuant to Bankruptcy Rule 2004 for Order Allowing Discovery on Fireblocks Inc. and Fireblocks Ltd.* (the “Discovery Motion”), Celsius Network LLC and its affiliated post-effective date debtors (collectively, “Celsius”), acting by and through the Blockchain Recovery Investment Consortium, LLC, Litigation Administrator and Complex Asset Recovery Manager for the Post-Effective Date Debtors (the “Litigation Administrator (ARM)”), by and through their undersigned counsel, will take the deposition upon oral examination of the designated corporate representative or representatives of Fireblocks Inc., on March [●], 2026 at 9:00 a.m. (Prevailing Eastern Time) at the office of White & Case, LLP, 1221 6th Ave, New York, NY 10020, or at such date and location as the parties may agree, on the topics set forth in Schedule A.

¹ The Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, the person(s) designated by Fireblocks Inc. should be prepared to testify as to such matters known or reasonably available to Fireblocks Inc. At least three days before the deposition(s), Fireblocks Inc. is requested to provide the Litigation Administrator (ARM) with a written designation of the names and positions of the persons who will testify on behalf of Fireblocks Inc. concerning the testimony topics set forth in Schedule A, and, for each person designated, the matters on which he or she will testify.

PLEASE TAKE FURTHER NOTICE that the deposition(s) will be taken upon oral examination before an official authorized by law to administer oaths and will continue from day to day until completed. Pursuant to Rule 30(b)(3) of the Federal Rules of Civil Procedure, testimony of the witness will be recorded by both stenographic and videographic means.

PLEASE TAKE FURTHER NOTICE that the deposition(s) will be taken for all purposes permitted by the Federal Rules of Civil Procedure, the Bankruptcy Rules, and Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of New York. The deposition(s) will be taken for discovery, for use at any evidentiary hearing or trial, or for any purposes that are permitted by law or under the rules of this Court.

[Remainder of Page Intentionally Left Blank]

Dated: March [●], 2026
New York, New York

Respectfully submitted,

/s/ DRAFT

WHITE & CASE LLP

Keith H. Wofford
W. Dylan Fay (*pro hac vice* forthcoming)
200 South Biscayne Blvd., Suite 4900
Miami, FL 33131
Telephone: (305) 371-2700
Facsimile: (305) 358-5744
Email: kwofford@whitecase.com
wfay@whitecase.com

– and –

WHITE & CASE LLP

Samuel P. Hershey
1221 Avenue of the Americas
New York, NY 10020
Telephone: (212) 819-8200
Facsimile: (212) 354-8113
Email: sam.hershey@whitecase.com

– and –

WHITE & CASE LLP

Sean Gorman (*pro hac vice* forthcoming)
609 Main Street, Suite 2900
Houston, TX 77002
Telephone: (713) 496-9700
Facsimile: (713) 496-9701
Email: sgorman@whitecase.com

– and –

WHITE & CASE LLP

Stephen Moeller-Sally (*pro hac vice*
forthcoming)
75 State St.
Boston, MA 02109
Telephone: (617) 979-9300
Facsimile: (617) 979-9301
Email: ssally@whitecase.com

Counsel to the Litigation Administrator

SCHEDULE A

DEFINITIONS

For the purposes of these deposition notices, the following definitions (the “Definitions”) shall apply:

1. “Any” or “each” should be understood to include and encompass “all;” “or” should be understood to include and encompass “and;” and “and” should be understood to include and encompass “or.”

2. “Bankruptcy Code” means chapter 11 of title 11 of the United States Code.

3. “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

4. “BLS Key” means the key created in or around December 2020 by Fireblocks and StakeHound to secure the Staked ETH using the Boneh–Lynn–Shacham (BLS) signature scheme that was split into four BLS Key Shards.

5. “BLS Key Shard(s)” means one or more of the four individual shards of the BLS Key, including the two shards given to Fireblocks in or around December 2020 and which Fireblocks agreed to hold safely in its custody. Three of the four BLS Key Shards were required to access the Staked ETH.

6. “Celsius” means the Debtors in this case.

7. “CoinCover” means the Welsh company Digital Asset Services Ltd., d/b/a CoinCover.

8. “Concerning,” “regarding,” “in connection with,” “relating to,” and/or “referring to” shall be construed to mean, without limitation, relating to, referring to, describing, evidencing, constituting, discussing, supporting, pertaining to, containing, analyzing, evaluating, studying,

recording, showing, memorializing, reporting on, commenting on, mentioning, reviewed in conjunction with, setting forth, contradicting, refuting, considering, or recommending, in whole or in part.

9. “Fireblocks” means Fireblocks Inc. and Fireblocks Ltd., as well as any of its directors, officers, employees, principals, affiliates, predecessors, successors, or representatives.

10. “License Agreement” means the Fireblocks License Agreement between Fireblocks and StakeHound, dated November 23, 2020, and the annexes thereto.

11. “RSA Private Keys” means each of the two private cryptographic keys encrypted with RSA technology that are necessary to access or decrypt the BLS Key Shards given to Fireblocks on or around December 2020.

12. “Staked ETH” means the approximately 25,000 Ethereum tokens deposited by Celsius with StakeHound between December 2020 and February 2021, as well as any rewards that have since accumulated based on that deposit. The Staked ETH were secured by the BLS Key Shards, which could be decrypted only by the RSA Private Keys in the custody of Fireblocks.

13. “StakeHound” means the Swiss entity StakeHound S.A., as well as any of its directors, officers, employees, principals, affiliates, predecessors, successors, or representatives.

14. “You” and “Your” means and refers to Fireblocks Inc., as well as any of its directors, officers, employees, principals, affiliates, predecessors, successors, or representatives.

INSTRUCTIONS

The preceding Definitions apply to each of the following instructions (the “Instructions”) and for purposes of these deposition notices. The following Instructions shall apply:

1. Pursuant to Federal Rule of Civil Procedure 30(b)(6) and Federal Rule of Bankruptcy Procedure 7030, You shall designate one or more officers, directors, managing agents,

or other persons who are knowledgeable and who consent to testify on Your behalf with respect to the following topics for deposition. If no single witness is capable of testifying knowledgeably about all of the topics listed, You may designate more than one witness. The designated corporate representative(s) should be prepared to testify to the following topics for deposition.

2. Each of the Definitions and Instructions applies to each topic, notwithstanding that the Definitions or Instructions may be reiterated in whole or in part in conjunction with a particular topic, or that a particular topic may incorporate supplemental instructions or definitions.

3. Each and every reference to a person, without any limitation: (a) shall be deemed to include that person's agents, attorneys, and any other person who acted on that person's behalf; and (b) with respect to fictitious persons, shall be deemed to include each and all of its affiliates, divisions, predecessors and successors, and with respect to each of such entities, its officers, directors, shareholders, employees, members, partners, limited partners, representatives, agents, accountants, attorneys, and any other person who acted on its behalf.

4. References to the singular shall include the plural and references to the plural shall include the singular; the conjunctive shall include the disjunctive and the disjunctive shall include the conjunctive; and the present tense shall include the past tense and the past tense shall include the present tense.

5. Defined terms shall have the meanings ascribed to them herein, whether or not capitalized.

DEPOSITION TOPICS

1. The License Agreement and Fireblocks's relationship with StakeHound.
2. Fireblocks's knowledge of Celsius's relationship with StakeHound, including the Staked ETH.

3. The discussion between Celsius, StakeHound, and Fireblocks regarding securing and storing the Staked ETH.
4. The BLS Key.
5. The BLS Key Shards.
6. The creation of the BLS Key and BLS Key Shards.
7. Custody of the BLS Key and BLS Key Shards, including Fireblocks's agreement to hold two of the BLS Key Shards.
8. The RSA Private Keys.
9. The custody of the RSA Private Keys, including Fireblocks's agreement to hold two RSA Private Keys.
10. Fireblocks's agreement to back up the RSA Private Keys with a third party.
11. Fireblocks's relationship with CoinCover, including any discussions with CoinCover regarding StakeHound or with StakeHound regarding CoinCover.
12. The steps Fireblocks took or failed to take to back up the BLS Key Shards and RSA Private Keys, including any discussions about or with CoinCover.
13. Any policies, procedures, or standards of Fireblocks relating to the custody, storage, and backup of cryptographic keys, including keys stored off of the Fireblocks platform such as the BLS Key Shards and RSA Private Keys.
14. Fireblocks's backup and disaster policies from July 1, 2020 to today.
15. The loss or destruction of the BLS Key, BLS Key Shards, and/or RSA Private Keys, including the date of the loss, how it occurred, who was involved, and where the BLS Key, BLS Key Shards, and/or RSA Private Keys were stored.

16. Any investigation or forensic analysis conducted regarding the loss or destruction of the BLS Key, BLS Key Shards, and/or RSA Private Keys.

17. Any remediation, recovery, or alternative access efforts proposed or undertaken by Fireblocks after discovery of the loss or destruction of the BLS Key, BLS Key Shards, and/or RSA Private Keys.

18. Fireblocks's communications with StakeHound, Celsius, or any other party regarding the loss or destruction of the BLS Key, BLS Key Shards, and/or RSA Private Keys.

[Remainder of Page Intentionally Left Blank]

CERTIFICATE OF SERVICE

I hereby certify that on March [●], 2026 a true and correct copy of the foregoing

document was served via email, and addressed to:

David Primack, Esq.
MG&M The Law Firm
125 High Street, Oliver Street Tower
Sixth Floor
Boston, MA 02110
dprimack@mgmlaw.com

Michael Klein
Cooley LLP
55 Hudson Yards
New York, NY 10001
mklein@cooley.com

/s/ DRAFT

Keith H. Wofford

EXHIBIT 2

RULE 2004 DISCOVERY: 30(b)(6) DEPOSITION TO FIREBLOCKS LTD.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC., *et al.*,¹

Reorganized Debtors.

Chapter 11

Case No. 22-10964 (MG)

(Jointly Administered)

**LITIGATION ADMINISTRATOR (ARM)'S FIRST NOTICE OF
30(B)(6) DEPOSITION TO FIREBLOCKS, LTD.**

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 26 and 30(b)(6), made applicable by Rules 7026, 7030, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and in connection with the *Motion Pursuant to Bankruptcy Rule 2004 for Order Allowing Discovery on Fireblocks Inc. and Fireblocks Ltd.* (the “Discovery Motion”), Celsius Network LLC and its affiliated post-effective date debtors (collectively, “Celsius”), acting by and through the Blockchain Recovery Investment Consortium, LLC, Litigation Administrator and Complex Asset Recovery Manager for the Post-Effective Date Debtors (the “Litigation Administrator (ARM)”), by and through their undersigned counsel, will take the deposition upon oral examination of the designated corporate representative or representatives of Fireblocks Ltd., on March [●], 2026 at 9:00 a.m. (Prevailing Eastern Time) at the office of White & Case, LLP, 1221 6th Ave, New York, NY 10020, or at such date and location as the parties may agree, on the topics set forth in Schedule A.

¹ The Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

PLEASE TAKE FURTHER NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, the person(s) designated by Fireblocks Ltd. should be prepared to testify as to such matters known or reasonably available to Fireblocks Ltd. At least three days before the deposition(s), Fireblocks Ltd. is requested to provide the Litigation Administrator (ARM) with a written designation of the names and positions of the persons who will testify on behalf of Fireblocks Ltd. concerning the testimony topics set forth in Schedule A, and, for each person designated, the matters on which he or she will testify.

PLEASE TAKE FURTHER NOTICE that the deposition(s) will be taken upon oral examination before an official authorized by law to administer oaths and will continue from day to day until completed. Pursuant to Rule 30(b)(3) of the Federal Rules of Civil Procedure, testimony of the witness will be recorded by both stenographic and videographic means.

PLEASE TAKE FURTHER NOTICE that the deposition(s) will be taken for all purposes permitted by the Federal Rules of Civil Procedure, the Bankruptcy Rules, and Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of New York. The deposition(s) will be taken for discovery, for use at any evidentiary hearing or trial, or for any purposes that are permitted by law or under the rules of this Court.

[Remainder of Page Intentionally Left Blank]

Dated: March [●], 2026
New York, New York

Respectfully submitted,

/s/ DRAFT

WHITE & CASE LLP

Keith H. Wofford
W. Dylan Fay (*pro hac vice* forthcoming)
200 South Biscayne Blvd., Suite 4900
Miami, FL 33131
Telephone: (305) 371-2700
Facsimile: (305) 358-5744
Email: kwofford@whitecase.com
wfay@whitecase.com

– and –

WHITE & CASE LLP

Samuel P. Hershey
1221 Avenue of the Americas
New York, NY 10020
Telephone: (212) 819-8200
Facsimile: (212) 354-8113
Email: sam.hershey@whitecase.com

– and –

WHITE & CASE LLP

Sean Gorman (*pro hac vice* forthcoming)
609 Main Street, Suite 2900
Houston, TX 77002
Telephone: (713) 496-9700
Facsimile: (713) 496-9701
Email: sgorman@whitecase.com

– and –

WHITE & CASE LLP

Stephen Moeller-Sally (*pro hac vice*
forthcoming)
75 State St.
Boston, MA 02109
Telephone: (617) 979-9300
Facsimile: (617) 979-9301
Email: ssally@whitecase.com

Counsel to the Litigation Administrator

SCHEDULE A

DEFINITIONS

For the purposes of these deposition notices, the following definitions (the “Definitions”) shall apply:

1. “Any” or “each” should be understood to include and encompass “all;” “or” should be understood to include and encompass “and;” and “and” should be understood to include and encompass “or.”

2. “Bankruptcy Code” means chapter 11 of title 11 of the United States Code.

3. “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

4. “BLS Key” means the key created in or around December 2020 by Fireblocks and StakeHound to secure the Staked ETH using the Boneh–Lynn–Shacham (BLS) signature scheme that was split into four BLS Key Shards.

5. “BLS Key Shard(s)” means one or more of the four individual shards of the BLS Key, including the two shards given to Fireblocks in or around December 2020 and which Fireblocks agreed to hold safely in its custody. Three of the four BLS Key Shards were required to access the Staked ETH.

6. “Celsius” means the Debtors in this case.

7. “CoinCover” means the Welsh company Digital Asset Services Ltd., d/b/a CoinCover.

8. “Concerning,” “regarding,” “in connection with,” “relating to,” and/or “referring to” shall be construed to mean, without limitation, relating to, referring to, describing, evidencing, constituting, discussing, supporting, pertaining to, containing, analyzing, evaluating, studying,

recording, showing, memorializing, reporting on, commenting on, mentioning, reviewed in conjunction with, setting forth, contradicting, refuting, considering, or recommending, in whole or in part.

9. “Fireblocks” means Fireblocks Inc. and Fireblocks Ltd., as well as any of its directors, officers, employees, principals, affiliates, predecessors, successors, or representatives.

10. “License Agreement” means the Fireblocks License Agreement between Fireblocks and StakeHound, dated November 23, 2020, and the annexes thereto.

11. “RSA Private Keys” means each of the two private cryptographic keys encrypted with RSA technology that are necessary to access or decrypt the BLS Key Shards given to Fireblocks on or around December 2020.

12. “Staked ETH” means the approximately 25,000 Ethereum tokens deposited by Celsius with StakeHound between December 2020 and February 2021, as well as any rewards that have since accumulated based on that deposit. The Staked ETH were secured by the BLS Key Shards, which could be decrypted only by the RSA Private Keys in the custody of Fireblocks.

13. “StakeHound” means the Swiss entity StakeHound S.A., as well as any of its directors, officers, employees, principals, affiliates, predecessors, successors, or representatives.

14. “You” and “Your” means and refers to Fireblocks Ltd., as well as any of its directors, officers, employees, principals, affiliates, predecessors, successors, or representatives.

INSTRUCTIONS

The preceding Definitions apply to each of the following instructions (the “Instructions”) and for purposes of these deposition notices. The following Instructions shall apply:

1. Pursuant to Federal Rule of Civil Procedure 30(b)(6) and Federal Rule of Bankruptcy Procedure 7030, You shall designate one or more officers, directors, managing agents,

or other persons who are knowledgeable and who consent to testify on Your behalf with respect to the following topics for deposition. If no single witness is capable of testifying knowledgeably about all of the topics listed, You may designate more than one witness. The designated corporate representative(s) should be prepared to testify to the following topics for deposition.

2. Each of the Definitions and Instructions applies to each topic, notwithstanding that the Definitions or Instructions may be reiterated in whole or in part in conjunction with a particular topic, or that a particular topic may incorporate supplemental instructions or definitions.

3. Each and every reference to a person, without any limitation: (a) shall be deemed to include that person's agents, attorneys, and any other person who acted on that person's behalf; and (b) with respect to fictitious persons, shall be deemed to include each and all of its affiliates, divisions, predecessors and successors, and with respect to each of such entities, its officers, directors, shareholders, employees, members, partners, limited partners, representatives, agents, accountants, attorneys, and any other person who acted on its behalf.

4. References to the singular shall include the plural and references to the plural shall include the singular; the conjunctive shall include the disjunctive and the disjunctive shall include the conjunctive; and the present tense shall include the past tense and the past tense shall include the present tense.

5. Defined terms shall have the meanings ascribed to them herein, whether or not capitalized.

DEPOSITION TOPICS

1. The License Agreement and Fireblocks's relationship with StakeHound.
2. Fireblocks's knowledge of Celsius's relationship with StakeHound, including the Staked ETH.

3. The discussion between Celsius, StakeHound, and Fireblocks regarding securing and storing the Staked ETH.
4. The BLS Key.
5. The BLS Key Shards.
6. The creation of the BLS Key and BLS Key Shards.
7. Custody of the BLS Key and BLS Key Shards, including Fireblocks's agreement to hold two of the BLS Key Shards.
8. The RSA Private Keys.
9. The custody of the BLS Key, BLS Key Shards, and/or RSA Private Keys, including Fireblocks's agreement to hold two RSA Private Keys.
10. Fireblocks's agreement to back up the BLS Key, BLS Key Shards, and/or RSA Private Keys with a third party.
11. Fireblocks's relationship with CoinCover, including any discussions with CoinCover regarding StakeHound or with StakeHound regarding CoinCover.
12. The steps Fireblocks took or failed to take to back up the BLS Key Shards and RSA Private Keys, including any discussions about or with CoinCover.
13. Any policies, procedures, or standards of Fireblocks relating to the custody, storage, and backup of cryptographic keys, including keys stored off of the Fireblocks platform such as the BLS Key Shards and RSA Private Keys.
14. Fireblocks's backup and disaster policies in place from July 1, 2020 to today.
15. The loss or destruction of the BLS Key, BLS Key Shards, and/or RSA Private Keys, including the date of the loss, how it occurred, who was involved, and where the BLS Key, BLS Key Shards, and/or RSA Private Keys were stored.

16. Any investigation or forensic analysis conducted regarding the loss or destruction of the BLS Key, BLS Key Shards, and/or RSA Private Keys.

17. Any remediation, recovery, or alternative access efforts proposed or undertaken by Fireblocks after discovery of the loss or destruction of the BLS Key, BLS Key Shards, and/or RSA Private Keys.

18. Fireblocks's communications with StakeHound, Celsius, or any other party regarding the loss or destruction of the BLS Key, BLS Key Shards, and/or RSA Private Keys.

[Remainder of Page Intentionally Left Blank]

CERTIFICATE OF SERVICE

I hereby certify that on March [●], 2026, a true and correct copy of the foregoing

document was served via email, and addressed to:

David Primack, Esq.
MG&M The Law Firm
125 High Street, Oliver Street Tower
Sixth Floor
Boston, MA 02110
dprimack@mgmlaw.com

Michael Klein
Cooley LLP
55 Hudson Yards
New York, NY 10001
mklein@cooley.com

/s/ DRAFT

Keith H. Wofford

EXHIBIT 3

RULE 2004 DISCOVERY: REQUEST FOR PRODUCTION TO FIREBLOCKS INC.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC., *et al.*,¹

Reorganized Debtors.

Chapter 11

Case No. 22-10964 (MG)

(Jointly Administered)

**FIRST REQUEST FOR PRODUCTION BY
LITIGATION ADMINISTRATOR (ARM) TO FIREBLOCKS INC.**

PLEASE TAKE NOTICE that, pursuant Federal Rule of Civil Procedure 34 and Rules 2004(c), 7034, and 9016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and in connection with the *Motion Pursuant to Bankruptcy Rule 2004 for Order Allowing Discovery on Fireblocks Inc. and Fireblocks Ltd.* (the “Discovery Motion”), Celsius Network LLC and its affiliated post-effective date debtors (collectively, “Celsius”), acting by and through the Blockchain Recovery Investment Consortium, LLC, Litigation Administrator and Complex Asset Recovery Manager for the Post-Effective Date Debtors (the “Litigation Administrator (ARM)”), by and through their undersigned counsel, serve the following requests that Fireblocks Inc. produce the below documents (the “Document Requests,” and each one a “Document Request”) at the offices of White & Case LLP, attn.: Keith Wofford, 1221 Avenue of the Americas, NY, NY 10020, within 30 days of service of these Document Requests.

¹ The Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

DEFINITIONS

For the purposes of these Document Requests, the following definitions (the “Definitions”) shall apply:

1. “Any” or “each” should be understood to include and encompass “all;” “or” should be understood to include and encompass “and;” and “and” should be understood to include and encompass “or.”

2. “Bankruptcy Code” means chapter 11 of title 11 of the United States Code.

3. “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

4. “BLS Key” means the key created in or around December 2020 by Fireblocks and StakeHound to secure the Staked ETH using the Boneh–Lynn–Shacham (BLS) signature scheme that was split into four BLS Key Shards.

5. “BLS Key Shard(s)” means one or more of the four individual shards of the BLS Key, including the two shards given to Fireblocks in or around December 2020 and which Fireblocks agreed to hold safely in its custody. Three of the four BLS Key Shards were required to access the Staked ETH.

6. “Celsius” means the Debtors in this case.

7. “CoinCover” means the Welsh company Digital Asset Services Ltd., d/b/a CoinCover.

8. “Concerning,” “regarding,” “in connection with,” “relating to,” and/or “referring to” shall be construed to mean, without limitation, relating to, referring to, describing, evidencing, constituting, discussing, supporting, pertaining to, containing, analyzing, evaluating, studying, recording, showing, memorializing, reporting on, commenting on, mentioning, reviewed in

conjunction with, setting forth, contradicting, refuting, considering, or recommending, in whole or in part.

9. “Document(s)” shall include any printed, written, typed, recorded, transcribed, taped, photographic, or graphic mater, however produced or reproduced, including, but not limited to: any letter, correspondence, or communication of any sort, including Bloomberg or text messages; film, print or negative of photograph; sound recording; video recording; note, notebook, diary, calendar, minutes, memorandum, contract, agreement, or any amendment thereto; telex, telegram, cable; summary, report or record of telephone conversation, voice mail or voice mail back-up, personal conversation, discussion, interview, meeting, conference, investigation, negotiation, act or activity; projection, work paper, or draft; computer or compute network output or input, hard or floppy disc, e-mail, magnetic and/or optical medias, archived or back up data on any of these medias, and documents that have been deleted but are recoverable from any of these medias; opinion or report of consultant; request, order, invoice or bill of lading; analysis, diagram, map, index, sketch, drawing, plan, chart, manual, brochure, pamphlet, advertisement, circular, newspaper or magazine clipping, press release; receipt, journal, ledger, schedule, bill, or voucher; financial statement, statement of account, bank statement, checkbook, stubs, or register, cancelled check, deposit slip, charge slip, tax return (income or other), requisition, file, study, graph, tabulation; text messages, Bloomberg, Facebook, Twitter, LinkedIn, Vine, Instagram, WhatsApp, Yahoo, Blackberry, Myspace, Google+, Snapchat, Telegram, Reddit, Slack, iChat, or other messaging applications, social media posts, photos, tweets, info pages, updates, notes, videos, blogs, comments, statuses, likes or messages; and any and all other writings and recording of whatever nature, whether signed or unsigned or transcribed, and any other data compilation from which information can be obtained, translated, if necessary, by the respondent through detection

devices into reasonable usable form; including, without limitation, all things meeting the definition of “documents” or “electronically stored information” set forth in Rule 34 of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, or meeting the definition of “writings and recordings” set forth in Rule 1001 of the Federal Rules of Evidence. Any document with any marks as initials, comments, or notations of any kind is not deemed to be identical to one without such marks and is a separate document within the meaning of this term.

10. “Fireblocks” means Fireblocks Inc. and Fireblocks Ltd., as well as any of its directors, officers, employees, principals, affiliates, predecessors, successors, or representatives.

11. “License Agreement” means the Fireblocks License Agreement between Fireblocks and StakeHound, dated November 23, 2020, and the annexes thereto.

12. “RSA Private Keys” means each of the two private cryptographic keys encrypted with RSA technology that are necessary to access or decrypt the BLS Key Shards given to Fireblocks on or around December 2020.

13. “Staked ETH” means the approximately 25,000 Ethereum tokens deposited by Celsius with StakeHound between December 2020 and February 2021, as well as any rewards that have since accumulated based on that deposit. The Staked ETH were secured by the BLS Key Shards, which could be decrypted only by the RSA Private Keys in the custody of Fireblocks.

14. “StakeHound” means the Swiss entity StakeHound S.A., as well as any of its directors, officers, employees, principals, affiliates, predecessors, successors, or representatives.

15. “You” and “Your” means and refers to Fireblocks Inc., as well as any of its directors, officers, employees, principals, affiliates, predecessors, successors, or representatives.

INSTRUCTIONS

The preceding Definitions apply to each of the following instructions (the “Instructions”) and for purposes of these Document Requests. The following Instructions shall apply:

1. In accordance with Rule 34(a) of the Federal Rules of Civil Procedure, as incorporated by Rule 7034 of the Federal Rules of Bankruptcy Procedure, as applicable, the Document Requests shall be deemed to include any Document now or at any time in Your possession, custody, or control, including, but not limited to, Documents in the possession, custody, or control of any of Your current or former affiliates, subsidiaries, parent corporations, predecessors, or successors entities; and all of Your respective current or former directors, officers, employees, agents, attorneys, advisors, accountants, consultants, experts, affiliates, predecessors, successors, representatives, and other persons acting, or who have acted, on Your behalf. A Document is deemed to be in Your possession, custody, or control if it is in Your physical custody, or if it is in the physical custody of any other person or entity and You: (i) own such Document in whole or in part; (ii) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such Document on any terms; (iii) have an understanding, express or implied, that You may use, inspect, examine, or copy such Document when You sought to do so, or (iv) as a practical matter, have been able to use, inspect, examine or copy such Document on any terms. If any requested Document was, but no longer is, in Your control, state the disposition of each such Document.

2. As the term “possession” pertains to e-mails, the term includes, but is not limited to, e-mails contained in Your electronic e-mail directories containing (i) “deleted” e-mails which have not been permanently deleted, including all subdirectories irrespective of the title of such subdirectories; (ii) “sent” e-mails, including all subdirectories irrespective of the title of such

subdirectories; and (iii) “received” e-mails, including all subdirectories irrespective of the title of such subdirectories.

3. The word “all” shall also include “each of,” and vice versa. The word “any” shall be construed to mean “any and all” where the effect of such construction is to broaden the scope of the Document Requests.

4. In responding to each Document Request, You are to review and search all relevant files of appropriate entities and persons.

5. All Document Requests shall be deemed to include requests for any and all transmittal sheets, cover letters, enclosures, or any other annexes or attachments to the Documents.

6. You are to produce the original and all non-identical copies, including all drafts of each Document requested. If You are not able to produce the original of any Document, please produce the best available copy and all non-identical copies, including drafts. Any Document that cannot be produced in full shall be produced to the fullest extent possible.

7. In accordance with Rule 34(b) of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 of the Federal Rules of Bankruptcy Procedure, as applicable, Documents shall be produced as they are kept in the ordinary course of business or shall be organized and labeled to correspond with the categories in each Document Request.

8. For Documents maintained in paper format, the following specifications should be used for production:

- a. Scanned images should be produced as single-page black-and-white TIFF files in group IV format imaged at 300 dpi (or color JPEG).

- b. Each filename must be unique and match the Bates number of the page. The filename should not contain any blank spaces and should be zero padded (for example ABC000000001).
- c. Each production volume should have its own unique name and a consistent naming convention (for example ZZZ001 or SMITH001).
- d. To the extent that Documents have been run through Optical Character Recognition (“OCR”) software in the course of reviewing the Documents for production, full text should also be delivered for each Document. Text should be delivered on a Document level and may be included in an appropriately formatted text file (“.TXT”) that is named to match the first Bates number of the Document.

9. For Documents that originated and are maintained in electronic format (“Electronically Stored Information”), the following specifications should be used for production:

- a. Documents should be produced in such fashion as to identify the location (i.e., the network file folder, hard drive, backup tape, or other location) where the Documents are stored and, where applicable, the natural person in whose possession they were found, or on whose hardware device they reside or are stored. If the storage location was a file share or work group folder, that should be specified as well.
- b. Attachments, enclosures, and/or exhibits to any parent Documents should also be produced and proximately referenced to the respective parent Documents containing the attachments, enclosures, and/or exhibits.

- c. For standard Documents, emails, and presentations originating in electronic form, Documents should be produced as TIFF images using the same specifications as set forth above for paper Documents, with a delimited text file (using the delimiters detailed below) containing the following extracted metadata fields: (i) Beginning Production Number; (ii) Ending Production Number; (iii) Beginning Attachment Range; (iv) Ending Attachment Range; (v) Custodian; (vi) Original Location Path; (vii) Email Folder Path; (viii) Document Type; (ix) Author; (x) Title; (xi) File Name; (xii) File Ext; (xiii) File Size; (xiv) MD5 Hash; (xv) Date Last Modified; (xvi) Date Created; (xvii) Date Sent; (xviii) Time Sent [HH:MM:SS]; (xix) MessageID; (xx) Date Received; (xxi) From; (xxii) Recipients; (xxiii) Copyees; (xxiv) Blind Copyees; (xxv) Pages; (xxvi) Email Subject; (xxvii) Native link path; and (xxviii) Extracted Text (not OCR Text) produced as separate .TXT files.

10. When converting Electronically Stored Information from its native format into its production format: (a) all tracked changes shall be retained in the manner in which they existed when the file was collected; (b) OLE Embedded files shall not be extracted as separate Documents; (c) author comments shall be retained in the manner in which they existed when the file was collected; (d) hidden columns and rows shall be retained in the manner in which they existed when the file was collected; (e) presenter notes shall be retained in the manner in which they existed when the file was collected; and (f) auto-populated fields shall be replaced with descriptive text for the item. For example, auto-populating “page number” fields shall be replaced with the text “PAGE #,” auto-populating “date” fields shall be replaced with the text “DATE,” and auto-populating “file path” fields shall be replaced with the text “PATH” (or other similar text).

11. If any responsive Document is known to have existed and cannot now be located, or has been destroyed, discarded, or otherwise disposed, set forth a complete statement of the circumstances surrounding such loss, destruction, discarding, or other disposition, including:

- a. A description of the Document, including the date, a summary of its contents and the identity of its author and the persons(s) to whom it was sent or shown;
- b. The last known custodian;
- c. Whether the Document is missing or lost or was destroyed, discarded, or otherwise disposed;
- d. The date of loss, destruction, discarding, or other disposition;
- e. The reason(s) for destruction, discarding, or other disposition;
- f. The person(s) authorizing or carrying out such destruction, discarding, or other disposition; and
- g. The efforts made to locate lost or misplaced Documents.

12. If there are no Documents responsive to a specific request, so state in writing.

13. If You know of any Documents responsive to a particular request but cannot produce them, so state, produce the Documents within Your possession, custody or control on the subject matter sought, and identify each person whom You believe has Documents responsive to the request.

14. In the event You seek to withhold any Document, thing, or information on the basis that it is properly entitled to some privilege or other limitation of discovery, You shall produce as much of the Document concerned as to which no claim of privilege or other limitation of discovery is made. With respect to Documents or portions of Documents for which a claim of privilege or other limitation of discovery is made, You are instructed to provide a numeral list of the

Document(s) and thing(s) for which a privilege or limitation is claimed that (1) identifies the nature of the privilege or limitation (including work product) asserted and, if the privilege or limitation is governed by state law, indicate the state of the privilege rule or other limitation invoked; and (2) provides the following information in the objection, unless divulgence of such information would cause disclosure of the allegedly privileged or otherwise protected information: (i) the type of Document; (ii) the name and capacity of each author and recipient of the Document; (iii) the general subject matter of the Document in a manner sufficient to support the privilege or other protection claimed; (iv) the date of the Document; (v) such other information as is sufficient to identify the Document for a subpoena *duces tecum*, including, where appropriate, the author(s) of the Document, the addressee(s) of the Document, and any other recipient(s) shown in the Document, and, where not apparent, the relationship of the author(s), addressee(s), and recipient(s) to each other; and (vi) the same information referenced in (i)-(v) above for each enclosure or attachment to each listed Document if the enclosure or attachment is also withheld from production. Notwithstanding the assertion of any privilege or other protection, any requested Document that contains responsive, non-privileged or protected information should be produced, but that portion of the Document for which the privilege or other protection is asserted may be redacted, provided that the redacted portion is identified and described consistently according to the requirements listed herein.

15. Each Definition, Instruction, and Document Request herein shall be construed independently and not with reference to any other Definition, Instruction, or Document Request, for the purposes of limitation.

16. If any meaning of any term in any Document Request herein is unclear to You, without waiver of the right to seek a full and complete response to the Document Request, You

shall assume a reasonable meaning, state what the assumed meaning is, and respond to the Document Request according to the assumed meaning.

17. In accordance with Rule 34 of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, objections to any part of these Document Requests shall be stated in full and with specificity. In the event You interpose an objection to a Document Request, You must produce the Documents to which objection is not made or provide testimony or information not objected to, as the case may be.

18. Each Document Request shall be deemed continuing so as to require prompt supplementation if You obtain, generate, or discover additional Documents or information. If, after responding, You obtain or become aware of any additional Documents or information responsive to these Document Requests, production of such additional Documents or information shall be made forthwith as required by Rule 26 of the Federal Rules of Civil Procedure, as incorporated by Rules 7026 of the Federal Rules of Bankruptcy Procedure, as applicable.

19. “Including” shall not be construed to limit the scope of any Document Request. Whenever necessary to bring within the scope of a Document Request Documents or information that might otherwise be construed to be outside its scope:

- a. The use of a verb in any tense shall be construed as the use of that verb in all other tenses;
- b. The use of a word in its singular form shall be deemed to include within its use the plural form, and vice versa;
- c. The use of the masculine form of a noun or pronoun shall include the feminine form, and vice versa; and

- d. The use of the conjunctive or disjunctive, respectively, shall be construed as necessary to be inclusive rather than exclusive.

20. Unless otherwise noted, the relevant time period for these Requests is July 1, 2020 through July 1, 2021.

DOCUMENT REQUESTS

1. Copies of all policies, procedures, or standards of Fireblocks relating to the custody, storage, and backup of cryptographic keys, including keys stored off of the Fireblocks platform such as the BLS Key Shards and RSA Private Keys.
2. Copies of Fireblocks's backup and disaster policies.
3. All Documents and Communications concerning the generation, custody, storage, encryption, decryption, sharding, and backup of the BLS Key and/or BLS Key Shards.
4. All Documents and Communications concerning the generation, custody, storage, encryption, decryption, sharding, and backup of the BLS Key, BLS Key Shards, and/or RSA Private Keys.
5. All Communications between You and StakeHound.
6. All Communications between You and Celsius concerning or relating to StakeHound, the BLS Key, the BLS Key Shards, or the RSA Private Keys.
7. All Communications of Fireblocks concerning or relating to StakeHound, the BLS Key, the BLS Key Shards, or the RSA Private Keys.
8. All Documents and Communications concerning Fireblocks's interactions with StakeHound and/or CoinCover regarding backup of the BLS Key, BLS Key Shards, or RSA Private Keys.

9. Documents sufficient to identify the device, system, or environment in which the BLS Key, BLS Key Shards, and/or RSA Private Keys were stored.

10. Documents sufficient to explain how the BLS Key, BLS Key Shards, and/or RSA Private Keys were lost, destroyed and/or otherwise became inaccessible.

11. All Documents and Communications concerning the loss or destruction of the BLS Key, BLS Key Shards, and/or RSA Private Keys, including any internal communications, forensic analyses, internal investigation reports, incident logs, emails, Slack/Telegram/iChat messages, or any other similar communication software.

12. All Documents and Communications concerning any remediation, recovery, or alternative access efforts proposed or undertaken by Fireblocks after discovery of the loss or destruction of BLS Key, BLS Key Shards, and/or the RSA Private Keys.

13. Documents sufficient to identify all Fireblocks personnel involved in the generation, custody, storage, encryption, decryption, sharding, and backup of the BLS Key, BLS Key Shards, and/or RSA Private Keys.

Dated: March [●], 2026
New York, New York

Respectfully submitted,

/s/ DRAFT

WHITE & CASE LLP

Keith H. Wofford
W. Dylan Fay (*pro hac vice* forthcoming)
200 South Biscayne Blvd., Suite 4900
Miami, FL 33131
Telephone: (305) 371-2700
Facsimile: (305) 358-5744
Email: kwofford@whitecase.com
wfay@whitecase.com

– and –

WHITE & CASE LLP

Samuel P. Hershey
1221 Avenue of the Americas
New York, NY 10020
Telephone: (212) 819-8200
Facsimile: (212) 354-8113
Email: sam.hershey@whitecase.com

– and –

WHITE & CASE LLP

Sean Gorman (*pro hac vice* forthcoming)
609 Main Street, Suite 2900
Houston, TX 77002
Telephone: (713) 496-9700
Facsimile: (713) 496-9701
Email: sgorman@whitecase.com

– and –

WHITE & CASE LLP

Stephen Moeller-Sally (*pro hac vice*
forthcoming)
75 State St.
Boston, MA 02109
Telephone: (617) 979-9300
Facsimile: (617) 979-9301
Email: ssally@whitecase.com

Counsel to the Litigation Administrator

CERTIFICATE OF SERVICE

I hereby certify that on March [●], 2026, a true and correct copy of the foregoing

document was served via email, and addressed to:

David Primack, Esq.
MG&M The Law Firm
125 High Street, Oliver Street Tower
Sixth Floor
Boston, MA 02110
dprimack@mgmlaw.com

Michael Klein
Cooley LLP
55 Hudson Yards
New York, NY 10001
mklein@cooley.com

/s/ DRAFT

Keith H. Wofford

EXHIBIT 4

RULE 2004 DISCOVERY: REQUEST FOR PRODUCTION TO FIREBLOCKS LTD.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC., *et al.*,¹

Reorganized Debtors.

Chapter 11

Case No. 22-10964 (MG)

(Jointly Administered)

**FIRST REQUEST FOR PRODUCTION BY
LITIGATION ADMINISTRATOR (ARM) TO FIREBLOCKS LTD.**

PLEASE TAKE NOTICE that, pursuant Federal Rule of Civil Procedure 34 and Rules 2004(c), 7034, and 9016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and in connection with the *Motion Pursuant to Bankruptcy Rule 2004 for Order Allowing Discovery on Fireblocks Inc. and Fireblocks Ltd.* (the “Discovery Motion”), Celsius Network LLC and its affiliated post-effective date debtors (collectively, “Celsius”), acting by and through the Blockchain Recovery Investment Consortium, LLC, Litigation Administrator and Complex Asset Recovery Manager for the Post-Effective Date Debtors (the “Litigation Administrator (ARM)”), by and through their undersigned counsel, serve the following requests that Fireblocks Ltd. produce the below documents (the “Document Requests,” and each one a “Document Request”) at the offices of White & Case LLP, attn.: Keith Wofford, 1221 Avenue of the Americas, NY, NY 10020, by thirty days from service of these Document Requests.

¹ The Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

DEFINITIONS

For the purposes of these Document Requests, the following definitions (the “Definitions”) shall apply:

1. “Any” or “each” should be understood to include and encompass “all;” “or” should be understood to include and encompass “and;” and “and” should be understood to include and encompass “or.”

2. “Bankruptcy Code” means chapter 11 of title 11 of the United States Code.

3. “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.

4. “BLS Key” means the key created in or around December 2020 by Fireblocks and StakeHound to secure the Staked ETH using the Boneh–Lynn–Shacham (BLS) signature scheme that was split into four BLS Key Shards.

5. “BLS Key Shard(s)” means one or more of the four individual shards of the BLS Key, including the two shards given to Fireblocks in or around December 2020 and which Fireblocks agreed to hold safely in its custody. Three of the four BLS Key Shards were required to access the Staked ETH.

6. “Celsius” means the Debtors in this case.

7. “CoinCover” means the Welsh company Digital Asset Services Ltd., d/b/a CoinCover.

8. “Concerning,” “regarding,” “in connection with,” “relating to,” and/or “referring to” shall be construed to mean, without limitation, relating to, referring to, describing, evidencing, constituting, discussing, supporting, pertaining to, containing, analyzing, evaluating, studying, recording, showing, memorializing, reporting on, commenting on, mentioning, reviewed in

conjunction with, setting forth, contradicting, refuting, considering, or recommending, in whole or in part.

9. “Document(s)” shall include any printed, written, typed, recorded, transcribed, taped, photographic, or graphic mater, however produced or reproduced, including, but not limited to: any letter, correspondence, or communication of any sort, including Bloomberg or text messages; film, print or negative of photograph; sound recording; video recording; note, notebook, diary, calendar, minutes, memorandum, contract, agreement, or any amendment thereto; telex, telegram, cable; summary, report or record of telephone conversation, voice mail or voice mail back-up, personal conversation, discussion, interview, meeting, conference, investigation, negotiation, act or activity; projection, work paper, or draft; computer or compute network output or input, hard or floppy disc, e-mail, magnetic and/or optical medias, archived or back up data on any of these medias, and documents that have been deleted but are recoverable from any of these medias; opinion or report of consultant; request, order, invoice or bill of lading; analysis, diagram, map, index, sketch, drawing, plan, chart, manual, brochure, pamphlet, advertisement, circular, newspaper or magazine clipping, press release; receipt, journal, ledger, schedule, bill, or voucher; financial statement, statement of account, bank statement, checkbook, stubs, or register, cancelled check, deposit slip, charge slip, tax return (income or other), requisition, file, study, graph, tabulation; text messages, Bloomberg, Facebook, Twitter, LinkedIn, Vine, Instagram, WhatsApp, Yahoo, Blackberry, Myspace, Google+, Snapchat, Telegram, Reddit, Slack, iChat, or other messaging applications, social media posts, photos, tweets, info pages, updates, notes, videos, blogs, comments, statuses, likes or messages; and any and all other writings and recording of whatever nature, whether signed or unsigned or transcribed, and any other data compilation from which information can be obtained, translated, if necessary, by the respondent through detection

devices into reasonable usable form; including, without limitation, all things meeting the definition of “documents” or “electronically stored information” set forth in Rule 34 of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, or meeting the definition of “writings and recordings” set forth in Rule 1001 of the Federal Rules of Evidence. Any document with any marks as initials, comments, or notations of any kind is not deemed to be identical to one without such marks and is a separate document within the meaning of this term.

10. “Fireblocks” means Fireblocks Inc. and Fireblocks Ltd., as well as any of its directors, officers, employees, principals, affiliates, predecessors, successors, or representatives.

11. “License Agreement” means the Fireblocks License Agreement between Fireblocks and StakeHound, dated November 23, 2020, and the annexes thereto.

12. “RSA Private Keys” means each of the two private cryptographic keys encrypted with RSA technology that are necessary to access or decrypt the BLS Key Shards given to Fireblocks on or around December 2020.

13. “Staked ETH” means the approximately 25,000 Ethereum tokens deposited by Celsius with StakeHound between December 2020 and February 2021, as well as any rewards that have since accumulated based on that deposit. The Staked ETH were secured by the BLS Key Shards, which could be decrypted only by the RSA Private Keys in the custody of Fireblocks.

14. “StakeHound” means the Swiss entity StakeHound S.A., as well as any of its directors, officers, employees, principals, affiliates, predecessors, successors, or representatives.

15. “You” and “Your” means and refers to Fireblocks Ltd., as well as any of its directors, officers, employees, principals, affiliates, predecessors, successors, or representatives.

INSTRUCTIONS

The preceding Definitions apply to each of the following instructions (the “Instructions”) and for purposes of these Document Requests. The following Instructions shall apply:

1. In accordance with Rule 34(a) of the Federal Rules of Civil Procedure, as incorporated by Rule 7034 of the Federal Rules of Bankruptcy Procedure, as applicable, the Document Requests shall be deemed to include any Document now or at any time in Your possession, custody, or control, including, but not limited to, Documents in the possession, custody, or control of any of Your current or former affiliates, subsidiaries, parent corporations, predecessors, or successors entities; and all of Your respective current or former directors, officers, employees, agents, attorneys, advisors, accountants, consultants, experts, affiliates, predecessors, successors, representatives, and other persons acting, or who have acted, on Your behalf. A Document is deemed to be in Your possession, custody, or control if it is in Your physical custody, or if it is in the physical custody of any other person or entity and You: (i) own such Document in whole or in part; (ii) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such Document on any terms; (iii) have an understanding, express or implied, that You may use, inspect, examine, or copy such Document when You sought to do so, or (iv) as a practical matter, have been able to use, inspect, examine or copy such Document on any terms. If any requested Document was, but no longer is, in Your control, state the disposition of each such Document.

2. As the term “possession” pertains to e-mails, the term includes, but is not limited to, e-mails contained in Your electronic e-mail directories containing (i) “deleted” e-mails which have not been permanently deleted, including all subdirectories irrespective of the title of such subdirectories; (ii) “sent” e-mails, including all subdirectories irrespective of the title of such

subdirectories; and (iii) “received” e-mails, including all subdirectories irrespective of the title of such subdirectories.

3. The word “all” shall also include “each of,” and vice versa. The word “any” shall be construed to mean “any and all” where the effect of such construction is to broaden the scope of the Document Requests.

4. In responding to each Document Request, You are to review and search all relevant files of appropriate entities and persons.

5. All Document Requests shall be deemed to include requests for any and all transmittal sheets, cover letters, enclosures, or any other annexes or attachments to the Documents.

6. You are to produce the original and all non-identical copies, including all drafts of each Document requested. If You are not able to produce the original of any Document, please produce the best available copy and all non-identical copies, including drafts. Any Document that cannot be produced in full shall be produced to the fullest extent possible.

7. In accordance with Rule 34(b) of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 of the Federal Rules of Bankruptcy Procedure, as applicable, Documents shall be produced as they are kept in the ordinary course of business or shall be organized and labeled to correspond with the categories in each Document Request.

8. For Documents maintained in paper format, the following specifications should be used for production:

- a. Scanned images should be produced as single-page black-and-white TIFF files in group IV format imaged at 300 dpi (or color JPEG).

- b. Each filename must be unique and match the Bates number of the page. The filename should not contain any blank spaces and should be zero padded (for example ABC000000001).
- c. Each production volume should have its own unique name and a consistent naming convention (for example ZZZ001 or SMITH001).
- d. To the extent that Documents have been run through Optical Character Recognition (“OCR”) software in the course of reviewing the Documents for production, full text should also be delivered for each Document. Text should be delivered on a Document level and may be included in an appropriately formatted text file (“.TXT”) that is named to match the first Bates number of the Document.

9. For Documents that originated and are maintained in electronic format (“Electronically Stored Information”), the following specifications should be used for production:

- a. Documents should be produced in such fashion as to identify the location (i.e., the network file folder, hard drive, backup tape, or other location) where the Documents are stored and, where applicable, the natural person in whose possession they were found, or on whose hardware device they reside or are stored. If the storage location was a file share or work group folder, that should be specified as well.
- b. Attachments, enclosures, and/or exhibits to any parent Documents should also be produced and proximately referenced to the respective parent Documents containing the attachments, enclosures, and/or exhibits.

- c. For standard Documents, emails, and presentations originating in electronic form, Documents should be produced as TIFF images using the same specifications as set forth above for paper Documents, with a delimited text file (using the delimiters detailed below) containing the following extracted metadata fields: (i) Beginning Production Number; (ii) Ending Production Number; (iii) Beginning Attachment Range; (iv) Ending Attachment Range; (v) Custodian; (vi) Original Location Path; (vii) Email Folder Path; (viii) Document Type; (ix) Author; (x) Title; (xi) File Name; (xii) File Ext; (xiii) File Size; (xiv) MD5 Hash; (xv) Date Last Modified; (xvi) Date Created; (xvii) Date Sent; (xviii) Time Sent [HH:MM:SS]; (xix) MessageID; (xx) Date Received; (xxi) From; (xxii) Recipients; (xxiii) Copyees; (xxiv) Blind Copyees; (xxv) Pages; (xxvi) Email Subject; (xxvii) Native link path; and (xxviii) Extracted Text (not OCR Text) produced as separate .TXT files.

10. When converting Electronically Stored Information from its native format into its production format: (a) all tracked changes shall be retained in the manner in which they existed when the file was collected; (b) OLE Embedded files shall not be extracted as separate Documents; (c) author comments shall be retained in the manner in which they existed when the file was collected; (d) hidden columns and rows shall be retained in the manner in which they existed when the file was collected; (e) presenter notes shall be retained in the manner in which they existed when the file was collected; and (f) auto-populated fields shall be replaced with descriptive text for the item. For example, auto-populating “page number” fields shall be replaced with the text “PAGE #,” auto-populating “date” fields shall be replaced with the text “DATE,” and auto-populating “file path” fields shall be replaced with the text “PATH” (or other similar text).

11. If any responsive Document is known to have existed and cannot now be located, or has been destroyed, discarded, or otherwise disposed, set forth a complete statement of the circumstances surrounding such loss, destruction, discarding, or other disposition, including:

- a. A description of the Document, including the date, a summary of its contents and the identity of its author and the persons(s) to whom it was sent or shown;
- b. The last known custodian;
- c. Whether the Document is missing or lost or was destroyed, discarded, or otherwise disposed;
- d. The date of loss, destruction, discarding, or other disposition;
- e. The reason(s) for destruction, discarding, or other disposition;
- f. The person(s) authorizing or carrying out such destruction, discarding, or other disposition; and
- g. The efforts made to locate lost or misplaced Documents.

12. If there are no Documents responsive to a specific request, so state in writing.

13. If You know of any Documents responsive to a particular request but cannot produce them, so state, produce the Documents within Your possession, custody or control on the subject matter sought, and identify each person whom You believe has Documents responsive to the request.

14. In the event You seek to withhold any Document, thing, or information on the basis that it is properly entitled to some privilege or other limitation of discovery, You shall produce as much of the Document concerned as to which no claim of privilege or other limitation of discovery is made. With respect to Documents or portions of Documents for which a claim of privilege or other limitation of discovery is made, You are instructed to provide a numeral list of the

Document(s) and thing(s) for which a privilege or limitation is claimed that (1) identifies the nature of the privilege or limitation (including work product) asserted and, if the privilege or limitation is governed by state law, indicate the state of the privilege rule or other limitation invoked; and (2) provides the following information in the objection, unless divulgence of such information would cause disclosure of the allegedly privileged or otherwise protected information: (i) the type of Document; (ii) the name and capacity of each author and recipient of the Document; (iii) the general subject matter of the Document in a manner sufficient to support the privilege or other protection claimed; (iv) the date of the Document; (v) such other information as is sufficient to identify the Document for a subpoena *duces tecum*, including, where appropriate, the author(s) of the Document, the addressee(s) of the Document, and any other recipient(s) shown in the Document, and, where not apparent, the relationship of the author(s), addressee(s), and recipient(s) to each other; and (vi) the same information referenced in (i)-(v) above for each enclosure or attachment to each listed Document if the enclosure or attachment is also withheld from production. Notwithstanding the assertion of any privilege or other protection, any requested Document that contains responsive, non-privileged or protected information should be produced, but that portion of the Document for which the privilege or other protection is asserted may be redacted, provided that the redacted portion is identified and described consistently according to the requirements listed herein.

15. Each Definition, Instruction, and Document Request herein shall be construed independently and not with reference to any other Definition, Instruction, or Document Request, for the purposes of limitation.

16. If any meaning of any term in any Document Request herein is unclear to You, without waiver of the right to seek a full and complete response to the Document Request, You

shall assume a reasonable meaning, state what the assumed meaning is, and respond to the Document Request according to the assumed meaning.

17. In accordance with Rule 34 of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, objections to any part of these Document Requests shall be stated in full and with specificity. In the event You interpose an objection to a Document Request, You must produce the Documents to which objection is not made or provide testimony or information not objected to, as the case may be.

18. Each Document Request shall be deemed continuing so as to require prompt supplementation if You obtain, generate, or discover additional Documents or information. If, after responding, You obtain or become aware of any additional Documents or information responsive to these Document Requests, production of such additional Documents or information shall be made forthwith as required by Rule 26 of the Federal Rules of Civil Procedure, as incorporated by Rules 7026 of the Federal Rules of Bankruptcy Procedure, as applicable.

19. “Including” shall not be construed to limit the scope of any Document Request. Whenever necessary to bring within the scope of a Document Request Documents or information that might otherwise be construed to be outside its scope:

- a. The use of a verb in any tense shall be construed as the use of that verb in all other tenses;
- b. The use of a word in its singular form shall be deemed to include within its use the plural form, and vice versa;
- c. The use of the masculine form of a noun or pronoun shall include the feminine form, and vice versa; and

- d. The use of the conjunctive or disjunctive, respectively, shall be construed as necessary to be inclusive rather than exclusive.

20. Unless otherwise noted, the relevant time period for these Requests is July 1, 2020 through July 1, 2021.

DOCUMENT REQUESTS

1. Copies of all policies, procedures, or standards of Fireblocks relating to the custody, storage, and backup of cryptographic keys, including keys stored off of the Fireblocks platform such as the BLS Key Shards and RSA Private Keys.
2. Copies of Fireblocks's backup and disaster policies.
3. All Documents and Communications concerning the generation, custody, storage, encryption, decryption, sharding, and backup of the BLS Key and/or BLS Key Shards.
4. All Documents and Communications concerning the generation, custody, storage, encryption, decryption, sharding, and backup of the BLS Key, BLS Key Shards, and/or RSA Private Keys.
5. All Communications between You and StakeHound.
6. All Communications between You and Celsius concerning or relating to StakeHound, the BLS Key, the BLS Key Shards, or the RSA Private Keys.
7. All Communications of Fireblocks concerning or relating to StakeHound, the BLS Key, the BLS Key Shards, or the RSA Private Keys.
8. All Documents and Communications concerning Fireblocks's interactions with StakeHound and/or CoinCover regarding backup of the BLS Key, BLS Key Shards, or RSA Private Keys.

9. Documents sufficient to identify the device, system, or environment in which the BLS Key, BLS Key Shards, and/or RSA Private Keys were stored.

10. Documents sufficient to explain how the BLS Key, BLS Key Shards, and/or RSA Private Keys were lost, destroyed and/or otherwise became inaccessible.

11. All Documents and Communications concerning the loss or destruction of the BLS Key, BLS Key Shards, and/or RSA Private Keys, including any internal communications, forensic analyses, internal investigation reports, incident logs, emails, or Slack/Telegram/iChat messages, or any other similar communication software..

12. All Documents and Communications concerning any remediation, recovery, or alternative access efforts proposed or undertaken by Fireblocks after discovery of the loss or destruction of the BLS Key, BLS Key Shards, and/or RSA Private Keys.

13. Documents sufficient to identify all Fireblocks personnel involved in the generation, custody, storage, encryption, decryption, sharding, and backup of the BLS Key, BLS Key Shards, and/or RSA Private Keys.

Dated: March [●], 2026
New York, New York

Respectfully submitted,

/s/ DRAFT

WHITE & CASE LLP

Keith H. Wofford
W. Dylan Fay (*pro hac vice* forthcoming)
200 South Biscayne Blvd., Suite 4900
Miami, FL 33131
Telephone: (305) 371-2700
Facsimile: (305) 358-5744
Email: kwofford@whitecase.com
wfay@whitecase.com

– and –

WHITE & CASE LLP

Samuel P. Hershey
1221 Avenue of the Americas
New York, NY 10020
Telephone: (212) 819-8200
Facsimile: (212) 354-8113
Email: sam.hershey@whitecase.com

– and –

WHITE & CASE LLP

Sean Gorman (*pro hac vice* forthcoming)
609 Main Street, Suite 2900
Houston, TX 77002
Telephone: (713) 496-9700
Facsimile: (713) 496-9701
Email: sgorman@whitecase.com

– and –

WHITE & CASE LLP

Stephen Moeller-Sally (*pro hac vice*
forthcoming)
75 State St.
Boston, MA 02109
Telephone: (617) 979-9300
Facsimile: (617) 979-9301
Email: ssally@whitecase.com

Counsel to the Litigation Administrator

CERTIFICATE OF SERVICE

I hereby certify that on March [●], 2026, a true and correct copy of the foregoing

document was served via email, and addressed to:

David Primack, Esq.
MG&M The Law Firm
125 High Street, Oliver Street Tower
Sixth Floor
Boston, MA 02110
dprimack@mgmlaw.com

Michael Klein
Cooley LLP
55 Hudson Yards
New York, NY 10001
mklein@cooley.com

/s/ DRAFT

Keith H. Wofford

EXHIBIT 5

RULE 2004 DISCOVERY: EXAMINATION OF IDAN OFRAT

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC., *et al.*,¹

Reorganized Debtors.

Chapter 11

Case No. 22-10964 (MG)

(Jointly Administered)

**LITIGATION ADMINISTRATOR (ARM)'S FIRST RULE 2004 NOTICE OF
DEPOSITION TO IDAN OFRAT**

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 26 and 30, made applicable by Rules 7026, 7030, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and in connection with the *Motion Pursuant to Bankruptcy Rule 2004 for Order Allowing Discovery on Fireblocks Inc. and Fireblocks Ltd.* (the "Discovery Motion"), Celsius Network LLC and its affiliated post-effective date debtors (collectively, "Celsius"), acting by and through the Blockchain Recovery Investment Consortium, LLC, Litigation Administrator and Complex Asset Recovery Manager for the Post-Effective Date Debtors (the "Litigation Administrator (ARM)"), by and through their undersigned counsel, will take the deposition upon oral examination of the Idan Ofrat, on March [●], 2026 at 9:00 a.m. (Prevailing Eastern Time) at the office of White & Case, LLP, 1221 6th Ave, New York, NY 10020, or at such date and location as the parties may agree.

¹ The Debtors in these chapter 11 cases (the "**Chapter 11 Cases**"), along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

PLEASE TAKE FURTHER NOTICE that the deposition(s) will be taken upon oral examination before an official authorized by law to administer oaths and will continue from day to day until completed. Pursuant to Rule 30(b)(3) of the Federal Rules of Civil Procedure, testimony of the witness will be recorded by both stenographic and videographic means.

PLEASE TAKE FURTHER NOTICE that the deposition(s) will be taken for all purposes permitted by the Federal Rules of Civil Procedure, the Bankruptcy Rules, and Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of New York. The deposition(s) will be taken for discovery, for use at any evidentiary hearing or trial, or for any purposes that are permitted by law or under the rules of this Court.

[Remainder of Page Intentionally Left Blank]

Dated: March [●], 2026
New York, New York

Respectfully submitted,

/s/ DRAFT

WHITE & CASE LLP

Keith H. Wofford
W. Dylan Fay (*pro hac vice* forthcoming)
200 South Biscayne Blvd., Suite 4900
Miami, FL 33131
Telephone: (305) 371-2700
Facsimile: (305) 358-5744
Email: kwofford@whitecase.com
wfay@whitecase.com

– and –

WHITE & CASE LLP

Samuel P. Hershey
1221 Avenue of the Americas
New York, NY 10020
Telephone: (212) 819-8200
Facsimile: (212) 354-8113
Email: sam.hershey@whitecase.com

– and –

WHITE & CASE LLP

Sean Gorman (*pro hac vice* forthcoming)
609 Main Street, Suite 2900
Houston, TX 77002
Telephone: (713) 496-9700
Facsimile: (713) 496-9701
Email: sgorman@whitecase.com

– and –

WHITE & CASE LLP

Stephen Moeller-Sally (*pro hac vice* forthcoming)
75 State St.
Boston, MA 02109
Telephone: (617) 979-9300
Facsimile: (617) 979-9301
Email: ssally@whitecase.com

Counsel to the Litigation Administrator

CERTIFICATE OF SERVICE

I hereby certify that on March [●], 2026, a true and correct copy of the foregoing

document was served via email, and addressed to:

David Primack, Esq.
MG&M The Law Firm
125 High Street, Oliver Street Tower
Sixth Floor
Boston, MA 02110
dprimack@mgmlaw.com

Michael Klein
Cooley LLP
55 Hudson Yards
New York, NY 10001
mklein@cooley.com

/s/ DRAFT

Keith H. Wofford

EXHIBIT 6

RULE 2004 DISCOVERY: EXAMINATION OF MICHAEL SHAULOV

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC., *et al.*,¹

Reorganized Debtors.

Chapter 11

Case No. 22-10964 (MG)

(Jointly Administered)

**LITIGATION ADMINISTRATOR (ARM)'S FIRST RULE 2004 NOTICE OF
DEPOSITION TO MICHAEL SHAULOV**

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 26 and 30, made applicable by Rules 7026, 7030, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and in connection with the *Motion Pursuant to Bankruptcy Rule 2004 for Order Allowing Discovery on Fireblocks Inc. and Fireblocks Ltd.* (the "Discovery Motion"), Celsius Network LLC and its affiliated post-effective date debtors (collectively, "Celsius"), acting by and through the Blockchain Recovery Investment Consortium, LLC, Litigation Administrator and Complex Asset Recovery Manager for the Post-Effective Date Debtors (the "Litigation Administrator (ARM)"), by and through their undersigned counsel, will take the deposition upon oral examination of Michael Shaulov, on March [●], 2026 at 9:00 a.m. (Prevailing Eastern Time) at the office of White & Case, LLP, 1221 6th Ave, New York, NY 10020, or at such date and location as the parties may agree.

¹ The Debtors in these chapter 11 cases (the "**Chapter 11 Cases**"), along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

PLEASE TAKE FURTHER NOTICE that the deposition(s) will be taken upon oral examination before an official authorized by law to administer oaths and will continue from day to day until completed. Pursuant to Rule 30(b)(3) of the Federal Rules of Civil Procedure, testimony of the witness will be recorded by both stenographic and videographic means.

PLEASE TAKE FURTHER NOTICE that the deposition(s) will be taken for all purposes permitted by the Federal Rules of Civil Procedure, the Bankruptcy Rules, and Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of New York. The deposition(s) will be taken for discovery, for use at any evidentiary hearing or trial, or for any purposes that are permitted by law or under the rules of this Court.

[Remainder of Page Intentionally Left Blank]

Dated: March [●], 2026
New York, New York

Respectfully submitted,

/s/ DRAFT

WHITE & CASE LLP

Keith H. Wofford
W. Dylan Fay (*pro hac vice* forthcoming)
200 South Biscayne Blvd., Suite 4900
Miami, FL 33131
Telephone: (305) 371-2700
Facsimile: (305) 358-5744
Email: kwofford@whitecase.com
wfay@whitecase.com

– and –

WHITE & CASE LLP

Samuel P. Hershey
1221 Avenue of the Americas
New York, NY 10020
Telephone: (212) 819-8200
Facsimile: (212) 354-8113
Email: sam.hershey@whitecase.com

– and –

WHITE & CASE LLP

Sean Gorman (*pro hac vice* forthcoming)
609 Main Street, Suite 2900
Houston, TX 77002
Telephone: (713) 496-9700
Facsimile: (713) 496-9701
Email: sgorman@whitecase.com

– and –

WHITE & CASE LLP

Stephen Moeller-Sally (*pro hac vice* forthcoming)
75 State St.
Boston, MA 02109
Telephone: (617) 979-9300
Facsimile: (617) 979-9301
Email: ssally@whitecase.com

Counsel to the Litigation Administrator

CERTIFICATE OF SERVICE

I hereby certify that on March [●], 2026, a true and correct copy of the foregoing document was served via email, and addressed to:

David Primack, Esq.
MG&M The Law Firm
125 High Street, Oliver Street Tower
Sixth Floor
Boston, MA 02110
dprimack@mgmlaw.com

Michael Klein
Cooley LLP
55 Hudson Yards
New York, NY 10001
mklein@cooley.com

/s/ DRAFT

Keith H. Wofford