**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
	)	
TERRAFORM LABS PTE. LTD., *et al.*,[1]	)	Case No. 24-10070 (BLS)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	**Re: Docket No. 904**
	)	

**ORDER (I) SETTING THE
BAR DATE FOR FILING PROOFS OF
CLAIM ON ACCOUNT OF CRYPTO LOSS
CLAIMS, (II) APPROVING THE FORM OF AND MANNER FOR
FILING PROOFS OF CLAIM, (III) APPROVING THE FORM AND
MANNER OF NOTICE THEREOF, AND (IV) APPROVING RELATED PROCEDURES**

Upon the motion (the "Motion")[2] of the Plan Administrator of the above-captioned debtors and

debtors in possession (collectively, the "Post-Effective Date Debtors" and, prior to the Effective

Date, the "Debtors") of the jointly–administered estates of Terraform Labs Pte. Ltd., *et al*.

(the "Plan Administrator") for the entry of an order (this "CLC Bar Date Order"), (a) establishing

April 30, 2025 at 11:59 p.m. (prevailing Eastern Time), as the deadline for each entity[3] (including

without limitation, individuals, partnerships, corporations, joint ventures, and trusts) to file proofs

of claim on account of Crypto Loss Claims relating to or against the Debtors (the "CLC Bar Date"),

(b) approving the related procedures, substantially in the form attached to the CLC Bar Date Order

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[1]   The Post-Effective Date Debtors in these chapter 11 cases are: Terraform Labs Pte. Ltd. and Terraform Labs Limited. The Post-Effective Date Debtors' principal offices are located at 10 Anson Road, #10-10 International Plaza, Singapore 079903. The Plan Administrator of the Post-Effective Date Debtors is Todd R. Snyder. The Plan Administrator's principal office is located at 1251 Avenue of the Americas, New York, New York 10020.

[2]   Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

[3]   Except as otherwise defined herein and in the Motion, all terms specifically defined in the Bankruptcy Code shall have those meanings ascribed to them by the Bankruptcy Code. In particular, as used herein the term "claim" has the meaning given to it in section 101(5) of the Bankruptcy Code, and the term "entity" has the meaning given to it in section 101(15) of the Bankruptcy Code.

as **Exhibit 1** (the "CLC Procedures"), (c) approving the proposed proof of claim form for Eligible

Crypto Loss Claims, substantially in the form attached to the CLC Bar Date Order as **Exhibit 2**

(the "CLC Form"), (d) approving the proposed form and manner of notice of the CLC Bar Date,

substantially in the form attached to the CLC Bar Date Order as **Exhibit 3** (the "CLC Bar Date

Notice"), and (e) approving the proposed form and manner of publication notice of the CLC Bar

Date, substantially in the form attached to the CLC Bar Date Order as **Exhibit 4** (the "CLC

Publication Notice"), all as more fully set forth in the Motion; and this Court having jurisdiction

over this matter pursuant to 28 U.S.C. § § 157 and1334 and the *Amended Standing Order of

Reference* from the United States District Court for the District of Delaware, dated February 29,

2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2);

and this Court having found that this Court may enter a final order consistent with Article III of

the United States Constitution; and this Court having found that venue of this proceeding and the

Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having

found that the relief requested in the Motion is in the best interests of the Debtors' estates, their

creditors, and other parties in interest; and this Court having found that the Plan Administrator's

notice of the Motion and opportunity for a hearing on the Motion were appropriate under the

circumstances and no other notice need be provided; and this Court having reviewed the Motion

and having heard the statements in support of the relief requested therein at a hearing before this

Court (the "Hearing"), if necessary; and this Court having determined that the legal and factual

bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted

herein; and upon all of the proceedings had before this Court; and after due deliberation and

sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1.   The Motion is granted as set forth herein.

I.   The CLC Bar Date.

2.   Each entity that asserts a Crypto Loss Claim against the Debtors that arose before the Petition Date shall be required to submit an original proof of claim, in the form of the CLC Form attached hereto as **Exhibit 2**.[4] Specifically, the following bar date ("CLC Bar Date") is established:

     a.   All proofs of claim on account of Crypto Loss Claims must be filed so that they are ***actually received*** **on or before April 30, 2025, at 11:59 p.m.** (prevailing Eastern Time) (the "CLC Bar Date") by the Plan Administrator's notice and claims agent, Kroll through the Online Portal. The CLC Bar Date applies to Crypto Loss Claims against the Debtors that arose or are deemed to have arisen before the Petition Date.

3.   All proofs of claim must be submitted so as to be actually received through the Online Portal before the CLC Bar Date. The Online Portal will not be open for submission of Crypto Loss Claims until March 19, 2025. In the event the availability of the Online Portal is extended, the Plan Administrator will file a notice on the docket indicating when the Online Portal will be available.

4.   If proofs of claim are not received on or before the CLC Bar Date, the holders of the underlying claims will be barred from asserting such claims against the Debtors and receiving distributions from the Wind Down Trust on account of such claims in these chapter 11 cases.

II.   The CLC Procedures.

5.   The CLC Procedures attached hereto as **Exhibit 1** are approved. Claimants will be required to prepare and submit the CLC Form consistent with the CLC Procedures.

     B.   The Calculation Methodology.

6.   The proposed method for calculating Crypto Loss Claims, as set forth in the CLC Procedures, is approved. To calculate Crypto Loss Amount, the Plan Administrator will determine

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[4]   The CLC Form may be accessed by visiting the Plan Administrator's Online Portal at claims.terra.money.

the amount of funds the claimant used to acquire Eligible Loss Cryptocurrency. If foreign currency or other cryptocurrency tokens were used to acquire Eligible Loss Cryptocurrency, they will be converted into U.S. Dollars using exchange rates as of the Petition Date. Because of the Second De-Peg and subsequent events leading up to the Petition Date, Eligible Loss Cryptocurrency is presumed to be worthless as of the Petition Date.

C.   The Initial Determination and Dispute Process

7.   The proposed process for notifying claimants of the Plan Administrator's Initial Determination, as set forth in the CLC Procedures, is approved. Within ninety (90) days following the CLC Bar Date, each claimant will receive either (a) a notification via email that the Plan Administrator has made an Initial Determination, or (b) a notification that the claimant's Initial Determination is not yet ready because the Plan Administrator is conducting an Individualized Review. The Plan Administrator may, in his discretion, determine that any claim requires an Individualized Review. Any claimants whose Crypto Loss Claim is subject to Individualized Review will receive an Initial Determination at the conclusion of their Individualized Review.

8.   The proposed timelines for disputing and resolving Crypto Loss Amounts is approved as set forth in the CLC Procedures. Claimants will have thirty (30) days from the date the Plan Administrator sends the Initial Determination to notify the Plan Administrator that they dispute their Crypto Loss Amount. If any claimant fails to notify the Plan Administrator within that thirty (30) day window, the Initial Determination of such claimant's Crypto Loss Amount will be deemed accepted. Claimants who timely dispute their Crypto Loss Amount will have thirty (30) days from the expiration of the Initial Objection Period to provide Supplemental Evidence.

9.   For claimants who timely disputed their Initial Determination, following the Initial Objection Period and the Supplemental Evidence Deadline, the Plan Administrator will provide each applicable claimant with a Final Determination. Claimants will have thirty (30) days from

the date the Plan Administrator sends the Final Determination to notify the Plan Administrator that

the claimant intends to object to the Final Determination. Claimants must then file their objection

to the Final Determination with the court within ninety (90) days from receiving the Final

Determination. If any claimant fails to notify the Plan Administrator within the thirty (30) day

window that they intend to object to the Final Determination *or* fails to actually object within the

ninety (90) day window, their claim will be deemed accepted and allowed in the claimant's Final

Determination amount. The Plan Administrator shall have thirty (30) days to reply after any Final

Determination Objection is filed,

10.   Any disputed Final Determination will be presumed valid and the Plan

Administrator shall be entitled to deference to his judgment in determining Crypto Loss Amounts.

The burden of proof shall be on the party filing the Final Determination Objection to demonstrate

why the Asserted Crypto Loss Amount should overturn the Final Determination. Claimants may

only provide (a) evidence submitted with their Crypto Loss Claim and (b) Supplemental Evidence.

11.   Once the Initial Determination or the Final Determination is accepted as set forth

above, it will be fully binding and irrevocable, the claimant will have an Allowed Crypto Loss

Claim for their Crypto Loss Amount, and the claimant will be eligible for the distribution of its

allowed claim. In order for claimants to receive distributions on account of their Crypto Loss

Claim, they must provide the Plan Administrator with the requested information.

C.   Distributions.

12.   The Plan Administrator will make reasonable best efforts to facilitate the

distribution to all claimants; however, should certain insurmountable barriers arise, such as

regulatory requirements (*e.g.*, sanctions) or an inability of any claimant to receive distributions in

U.S. Dollars, distributions to claimants may be impossible. Any distributions or future

distributions that cannot be made or are not accepted within ninety (90) days from the initial

attempted distribution date shall become unclaimed property in accordance with the Plan and the Wind Down Trust Agreement.

III.   The CLC Form.

13.   The CLC Form, substantially in the form attached hereto as **Exhibit 2**, is approved. The Plan Administrator may update the form and schedules, as well as other related materials periodically with additional suggestions and tips for completing the form or improving the user experience. The Plan Administrator may require creditors to complete the CLC Form exclusively via the Online Portal. Additionally, the proposed procedures for resolving incomplete CLC Forms are approved. Claimants are required to complete the CLC Form in its entirety, and provide all required supporting documentation. To the extent a Crypto Loss Claim is not eligible because a claimant failed to provide the information required by the CLC Form and the deficiencies cannot be cured within thirty (30) days, such Crypto Loss Claim shall be deemed automatically expunged without further court order. Notice of such expungement to the claimant, and such expungement will also be published on Kroll's website.

14.   The Plan Administrator is authorized to exclude certain personal information on the claims register. Specifically, the Plan Administrator is permitted to publish only the claimant's names and the status of the claims.

IV.   Procedures for Providing Notice of the Bar Date.

A.   Mailing of Bar Date Notices.

15.   The CLC Bar Date Notice, substantially in the form attached hereto as **Exhibit 3** is approved.

16.   No later than three (3) business days after the entry of the CLC Bar Date Order, the Plan Administrator shall cause the CLC Bar Date Notice to be emailed, or mailed via first class mail if no email is available, to the following entities:

a.   the U.S. Trustee;

b.   all creditors and other known holders of claims against the Debtors as of the date of entry of the CLC Bar Date Order, including all entities listed in the Schedules as holding claims against the Debtors;

c.   all entities that have requested notice of the proceedings in these chapter 11 cases pursuant to Bankruptcy Rule 2002 as of the date of entry of the CLC Bar Date Order;

d.   all entities that have filed proofs of claim in these chapter 11 cases as of the date of entry of the CLC Bar Date Order;

e.   all entities that are party to litigation with the Debtors;

f.   all current employees and former employees of the Debtors who were employed by the Debtors in the 24 months prior to the Petition Date (to the extent that contact information for such former employees is available in the Debtors' records after reasonable inquiry);

g.   all known non-Debtor equity and interest holders of the Debtors (as of the Petition Date);

h.   the SEC; and

i.   such additional persons and entities deemed appropriate by the Plan Administrator.

B.   Publication of Bar Date Notice.

17.   The Publication Notice, substantially in the form attached hereto as **Exhibit 4**, is approved.

18.   The Plan Administrator shall cause the Publication Notice to be published on one occasion on CoinDesk approximately sixty (60) days before the CLC Bar Date. The Plan Administrator is also authorized, but not directed, to publish the CLC Bar Date Notice at such times and in such local publications of general circulation in certain areas where the Debtors have conducted operations, as the Plan Administrator shall determine in his sole discretion. For the avoidance of doubt, the Plan Administrator is authorized, but not directed, to post the Publication Notice to their official company websites, social media platforms, and messaging platforms, X (formerly Twitter), Discord, Medium, and Telegram, as the Plan Administrator shall determine in

his sole discretion. Moreover, any creditors that have submitted claims in connection with the Preliminary CLC Bar Date Order pursuant to the Plan will receive notice of the CLC Procedures via email (if an email was provided) or regular mail (if an email was not provided).

19.   The Publication Notice shall satisfy the notice requirements for creditors to whom notice by email or regular mail is impracticable, including creditors who are unknown or not reasonably ascertainable by the Plan Administrator and creditors whose identities are known but whose addresses are unknown by the Plan Administrator.

V.   Consequences of Failure to File a Proof of Claim.

20.   Any entity who is required, but fails, to file a CLC Form pursuant to the CLC Bar Date Order on or before the applicable CLC Bar Date may be prohibited from participating in any distribution in these chapter 11 cases on account of such claim.

21.   Notice of the CLC Bar Date as set forth in this order and in the manner set forth herein (including, but not limited to, the CLC Bar Date Notice, the Publication Notice, the Individualized Review, and any supplemental notices that the Plan Administrator may send from time to time) constitutes adequate and sufficient notice to known and unknown creditors of each of the CLC Bar Date and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

VI.   Miscellaneous.

22.   The Plan Administrator may, in his business judgment, extend any deadlines set forth in the CLC Procedures in order to fully carry out the CLC Procedures. The Plan Administrator may also seek to make immaterial changes to the CLC Procedures. For any material change to the CLC Procedures, the Plan Administrator may file a motion at any time seeking to modify the CLC Procedures. Parties shall have seven (7) calendar days to file an objection to any motion by the Plan Administrator seeking to modify the CLC Procedures. If a timely objection to

such motion is filed, the Court will hold a hearing to consider such motion. If no objection is timely filed, the Court may approve the motion without a hearing or further notice.

23.   Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

24.   The Plan Administrator is authorized to take all actions necessary to effectuate the relief granted in this CLC Bar Date Order in accordance with the Motion.

25.   Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this CLC Bar Date Order are immediately effective and enforceable upon its entry.

26.   This Court retains jurisdiction with respect to all matters or other proceedings arising from or relating to the implementation, interpretation, and enforcement of this CLC Bar Date Order.

Dated: March 12th, 2025
Wilmington, Delaware

BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

CLC Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
TERRAFORM LABS PTE. LTD., *et al.*,[1]	)	Case No. 24-10070 (BLS)
	)	
Debtors.	)	(Jointly Administered)
	)	

CRYPTO LOSS CLAIM PROCEDURES

TO:	ALL PERSONS AND ENTITIES WHO MAY HAVE CLAIMS AGAINST ANY OF THE FOLLOWING DEBTOR ENTITIES ARISING OUT OF A LOSS OF CRYPTOCURRENCY:	
	DEBTOR	**CASE NO.**
	Terraform Labs Pte. Ltd.	24-10070
	Terraform Labs Limited	24-11481

I.   GENERAL INFORMATION.[2]

As set forth below and in accordance with the *Second Amended Chapter 11 Plan of Liquidation of Terraform Labs Pte. Ltd. and Terraform Labs Limited* [Docket No. 717] (the "Plan"),[3] the Plan Administrator has established the following procedures (the "CLC Procedures"), which have been approved by the Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), for claimants to file claims related to ***losses suffered as a result of purchases or investments made prior to May 13, 2022 at 6:15 p.m., prevailing Eastern Time (the "Second De-Peg") of either (i) cryptocurrency created by the Debtors and/or (ii) other cryptocurrency held on the Terra Ecosystem (collectively, the "Eligible Loss Cryptocurrency")***.[4] Eligible Loss Cryptocurrency does not include any cryptocurrency with an on-chain liquidity of less than $100 as of the Second De-Peg.[5] A full list of Eligible Loss Cryptocurrency is attached hereto as **Schedule 1**. For the avoidance of doubt, the Eligible Loss Cryptocurrency excludes any Third Party Crypto that is able to be bridged back to other blockchains, platforms, or exchanges. Additionally, the fact that a cryptocurrency token qualifies as an Eligible Loss

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[1]   The Debtors in these chapter 11 cases are: Terraform Labs Pte. Ltd. and Terraform Labs Limited. The Debtors' principal offices are located at 10 Anson Road, #10-10 International Plaza, Singapore 079903.

[2]   For information regarding the terms used herein, please refer to **Schedule 4** for a list of key terms.

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

[4]   As used in these CLC Procedures, "Eligible Loss Cryptocurrency" includes both Terra-Created Crypto and other cryptocurrency that was rendered worthless or inaccessible as a result of the Second De-Peg and subsequent events leading up to these chapter 11 cases. A complete list of Eligible Loss Cryptocurrency is attached hereto as **Schedule 1**. Please note that wrapped versions of Eligible Loss Cryptocurrency are **not** listed as separate coins in Schedule 1, but for any Eligible Loss Cryptocurrency that has a wrapped version of the same token, such wrapped token is also Eligible Loss Cryptocurrency.

[5]   Section 6.10 of the Plan states that the Disbursing Agent shall not be required to make any distribution in an amount less than $100 to any holder of an Allowed claim.

Cryptocurrency token does not mean that the related Crypto Loss Claim will be allowed—each Crypto Loss Claim will be evaluated on the criteria set forth below.

__Please read these CLC Procedures carefully.__ These CLC Procedures set forth the requirements that you must follow to establish an Eligible Crypto Loss Claim. *__You must follow these CLC Procedures in order to have an opportunity to receive any recovery on account of your Crypto Loss Claim__*. For assistance completing or submitting the crypto loss claim form (the "CLC Form") via the Online Portal (as defined below), please contact the Wind Down Trust's claims and noticing agent for Crypto Loss Claims, Kroll Restructuring Administration LLC ("Kroll"), at Terraforminfo@ra.kroll.com. If you have questions about the CLC Procedures themselves, please contact the advisors to the Terraform Wind Down Trust (the "Wind Down Trust") by contacting Kroll at Terraforminfo@ra.kroll.com.

The fastest way for you to receive an evaluation of your Crypto Loss Claim is to submit your CLC Form in accordance with the procedures set forth herein. Notwithstanding anything to the contrary in these CLC Procedures, as set forth in Section V.c herein (Disputed Crypto Loss Amounts) and as stated on the record at the CLC Procedures hearing on February 26, 2025, if you choose to object to the Plan Administrator's Final Determination of your Crypto Loss Amount (each as defined below), you are not precluded from asserting (to the extent you comply with the provisions of Section V.c herein) that your Crypto Loss Claim should include amounts other than those the Plan Administrator will take into account under these CLC Procedures.

As a general matter, these CLC Procedures are meant to allow you to file claims for the loss of value of your Eligible Loss Cryptocurrency following the Second De-Peg and subsequent events leading up to the chapter 11 filing of Terraform Labs Pte. Ltd. ("TFL," and together with Terraform Labs Limited, the "Debtors") on January 21, 2024 (the "TFL Petition Date"). The information requested in these CLC Procedures and the accompanying CLC Form will be used to calculate the value you lost. These CLC Procedures are designed to account for all of the actions that you took from the time you bought or acquired Eligible Loss Cryptocurrency through the TFL Petition Date and to confirm that the details you have provided us are true and correct. A high-level overview of the Wind Down Trust's method for calculating your Crypto Loss Claim is as follows (and more detailed explanations and instructions are contained herein):

- As a result of the Second De-Peg and subsequent events leading up to the TFL Petition Date, Eligible Loss Cryptocurrency is presumed to be worthless (*i.e.*, valued at $0) as of the TFL Petition Date.

    - As such, if you purchased Eligible Loss Cryptocurrency prior to the Second De-Peg and continued to hold it all the way through the TFL Petition Date without performing any additional actions, the amount of your Eligible Crypto Loss Claim is the price you paid to purchase the Eligible Loss Cryptocurrency *less* any value you realized on account of any airdropped coins listed in **Schedule 2** attached hereto (the "Airdropped Coins") airdropped on Terra 2.0 that were Monetized as of the TFL Petition Date (such value, the "Airdrop Earnings").

    - For the avoidance of doubt, any Airdropped Coins on account of which you did not transact or receive value as of the TFL Petition Date are presumed to be worthless and will not be included as Airdrop Earnings in calculating your Crypto Loss Amount.

- In accordance with these procedures, the Plan Administrator will be deducting certain amounts received by you for transactions involving any Eligible Loss Cryptocurrency, including Eligible Loss Cryptocurrencies that you did not lose value on, from the starting value of your Crypto Loss Amount.

In order to accurately offset your Crypto Loss Claim so that it only reflects amounts actually lost by you, the Plan Administrator will calculate your Crypto Earnings (as defined below) depending on when your transactions involving Eligible Loss Cryptocurrency occurred. The Plan Administrator will use *May 6, 2022* **(the "Monetization Date")**[6] to distinguish between transactions that occurred before UST began to de-peg from transactions that occurred after the de-peg had begun.

- If such transactions occurred before or on the Monetization Date, your Crypto Loss Amount will be offset by any **profits** that you received. However, because you bought and sold your cryptocurrency prior to the Monetization Date, you did not hold your Eligible Loss Cryptocurrency as of the Monetization Date and there is no underlying Crypto Loss Claim. For this reason, only profits above the amount you paid or invested to acquire the cryptocurrency will offset your Crypto Loss Amount.

- If such transactions occurred after the Monetization Date, **any value** you received on account of such transactions will offset your Crypto Loss Amount. This is because the full amount you spent to acquire your Eligible Loss Cryptocurrency is included in the starting value of your Crypto Loss Amount, so any value you receive on account of such transactions offsets your Crypto Loss Amount because you recovered that portion of your investment, even if it was below the price at which you purchased your Eligible Loss Cryptocurrency.

- Examples of these two scenarios are set forth below.

  - If you Monetized or realized any benefit on account of any of your Eligible Loss Cryptocurrency, or engaged in other transactions that may have returned value to you, *up to and including the Monetization Date*, any Crypto Earnings (which, as defined below, only includes profits if the transactions were before or on the Monetization Date) on account of those transactions will reduce the amount of your Eligible Crypto Loss Claim. For example, if you purchased $1,000 worth of UST and $1,000 worth of Luna on January 1, 2022, sold $1,000 of your LUNA for $2,000 on March 30, 2022, and held the remaining $1,000 worth of UST until the TFL Petition Date, your Crypto Loss Amount (as defined below) would be $0, because the remaining $1,000 of UST you held as of the Monetization Date is offset by the total $1,000 Crypto Earnings you acquired when you sold your LUNA prior to the Monetization Date.

  - If you Monetized or realized any value on account of any of your Eligible Loss Cryptocurrency, or engaged in other transactions that may have returned value to you, *after the Monetization Date* but prior to the TFL Petition Date, any Crypto Earnings (which, as defined below, include any value received, not just profits, if the transaction was after the Monetization Date) received on account of those transactions will reduce the amount of your Eligible Crypto Loss Claim. For example, if you purchased $1,000 worth of UST and $1,000 worth of Luna on January 1, 2022, sold all of your UST for $200 on May 30, 2022, and held the remaining $1,000 worth of Luna until the TFL Petition Date, your Crypto Loss Amount (as defined below) would be

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[6] For the avoidance of doubt, the Second De-Peg is defined herein as May 13, 2022, and is the cutoff after which newly acquired cryptocurrency is no longer Eligible Loss Cryptocurrency, because by that time claimants knew or should have known of the Debtors' misrepresentations. However, in order to fairly compensate claimants for losses suffered as a result of the Second De-Peg, the Wind Down Trust will consider losses and gains for all Eligible Loss Cryptocurrency purchased or Monetized after the Monetization Date, in order to capture the full losses that claimants potentially suffered as a result of the Second De-Peg.

> $1,800, because your total loss of your investment is $1,800—you spent $2,000 and Monetized $200 after the Monetization Date.

- For the avoidance of doubt, your Eligible Crypto Loss Claim cannot be reduced below zero. You will not owe the Wind Down Trust because you had net profits. The Wind Down Trust will consider transactions holistically across all Eligible Loss Cryptocurrency held in all wallets and accounts held by each individual potential claimant when calculating such individual's Eligible Crypto Loss Claim.

  - This means that if you have taken any actions since initially purchasing your Eligible Loss Cryptocurrency (including, but not limited to, any selling, staking, lending, swapping, earning rewards, or entering into contracts with third parties), there are additional requirements in the CLC Form for you to disclose all actions you took with your Eligible Loss Cryptocurrency between the date you purchased it and the TFL Petition Date. Any actions taken by you after the TFL Petition Date will not be included in the Wind Down Trust's calculation of your Crypto Loss Claim.

  - The Wind Down Trust will then calculate any value you received on account of your Eligible Loss Cryptocurrency using the information you provide regarding the actions you have taken with your Eligible Loss Cryptocurrency.

  - Such value will be deducted from the purchase price of your Eligible Loss Cryptocurrency.

- ***Failure to make full disclosure could lead to disallowance of your claim. If the Wind Down Trust determines in its business judgment that you failed to disclose information that would reduce your Eligible Crypto Loss Claim, including all transactions involving Eligible Loss Cryptocurrency, the Plan Administrator shall seek to disallow your claim for insufficient information***.

Finally, these CLC Procedures are intended to compensate you for value ***actually lost*** as a result of your reliance on the Debtors' representations regarding the Terra Ecosystem and the algorithm underlying UST as a stablecoin. These CLC Procedures do not require you to submit evidence to demonstrate your reasonable reliance on any of the Debtors' representations during the initial claims submission process. However, the Plan Administrator may inquire as to **any claimant's** reasonable reliance on the Debtors' representations, whether holding cryptocurrency tokens created by Terraform ("Terra-Created Crypto") or created by third parties ("Third Party Crypto"), including requesting specific evidence demonstrating the statements on which you specifically relied when purchasing Eligible Loss Cryptocurrency, in his discretion and based solely on his business judgment. This inquiry may request additional information regarding, among other things, what information you had about the Debtors and any of the Eligible Loss Cryptocurrency and your communications or affiliations with the Debtors or any related parties.

Please note that the Plan Administrator is likely to request additional information supporting claimants' reasonable reliance for Third Party Crypto. This is because UST, Luna, and other Terra-Created Crypto have been subject to litigation, including the SEC Enforcement Action, which has established that the Debtors' representations regarding UST and Luna fraudulently induced the purchase of those coins. However, claimants who purchased Third Party Crypto did not necessarily rely on the same representations of the Debtors when choosing to purchase such Third Party Crypto, so the Plan Administrator may require evidence of reasonable reliance for such coins in order for any related losses to qualify as part of an Allowed Crypto Loss Claim.

After the Crypto Loss Claim Bar Date, the Plan Administrator will make a final determination in his business judgment on whether to apply the presumption of reasonable reliance to any or all Third Party Crypto based on the facts and circumstances of the Crypto Loss Claims that are filed. Prior to making any final determination on applying the presumption of reasonable reliance to any Third Party Crypto, the Plan Administrator will provide data to the SEC regarding filed Eligible Crypto Loss Claims and consult with the SEC regarding the applicability of such presumption. Following such consultation, the Plan Administrator will make a final determination regarding whether to apply the presumption to any or all of the Third Party Crypto and provide written notice to the SEC, who will have fourteen (14) days to object thereto, and to the extent an objection is filed and unresolved, the Court will resolve any dispute. Once a determination is final, the Plan Administrator will provide notice on the docket and to affected claimants.

As further described in Section V below, the CLC Form can be accessed and filed on the Debtors' Online Portal. All claims must be filed so that they are ***actually received*** through the Online Portal by ***April 30, 2025 at 11:59 p.m., prevailing Eastern Time*** (the "Crypto Loss Claim Bar Date"). The Online Portal will not be open for submission of Crypto Loss Claims until **March 19, 2025**. In the event the availability of the Online Portal is extended, the Plan Administrator will file a notice on the docket indicating when the Online Portal will be available.

These CLC Procedures include the following sections:

II.   What is an Eligible Crypto Loss Claim?

III.   Calculating Your Crypto Loss Amount.

IV.   Instructions for Filing Your Crypto Loss Claim.

V.   What Happens After You Submit the CLC Form?

VI.   Miscellaneous Provisions.

VII.   Consequences of Failing to Timely File Your Eligible Crypto Loss Claim.

VIII.   Reservation of Rights.

IX.   Additional Information.

II.   WHAT IS AN ELIGIBLE CRYPTO LOSS CLAIM?

An eligible Crypto Loss Claim (an "Eligible Crypto Loss Claim") is a Crypto Loss Claim that:

a.   stemmed from the purchase of or investment in Eligible Loss Cryptocurrency that (i) was purchased or otherwise acquired before the Second De-Peg and (ii) was rendered worthless or inaccessible as a result of the Second De-Peg and subsequent events leading up to the TFL Petition Date;

b.   resulted in the loss of your own funds (*i.e.*, you suffered a financial loss);

c.   is reduced for value received after your Eligible Loss Cryptocurrency was acquired and prior to the TFL Petition Date; and

d.   is not subject to any of the exclusions included herein.

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An Eligible Crypto Loss Claim **_does not include_**:

a.   claims for Eligible Loss Cryptocurrency that was purchased or transferred to the Terra Ecosystem after the Second De-Peg;

b.   all holdings on Terra 2.0 following the Second De-Peg, including all Airdropped Coins;

c.   tokens on the Terra Ecosystem that were recoverable in-kind; or

d.   any losses on account of coins borrowed from the Debtors or losses on assets provided to claimants from the community pool or from a grant or investment from the Debtors.

For the avoidance of doubt, whether a Crypto Loss Claim satisfies the requirements to be considered an Eligible Crypto Loss Claim will be determined in the Plan Administrator's business judgment according to the above definition and limitations. Additionally, the Plan Administrator reserves the right to perform a basic identity verification process for each claimant prior to determining whether a Crypto Loss Claim is an Eligible Crypto Loss Claim.

For the purposes of these procedures, "Monetized" Eligible Loss Cryptocurrency means the disposition of such Eligible Loss Cryptocurrency, whether sold for fiat currency or swapped for (a) cryptocurrency other than Eligible Loss Cryptocurrency or (b) other assets.

III.   CALCULATING YOUR CRYPTO LOSS AMOUNT.

To calculate your claim amount (your "Crypto Loss Amount"), the Wind Down Trust will begin with the amount of your funds that you used to acquire Eligible Loss Cryptocurrency, which will be converted into U.S. Dollars.[7] Due to the Second De-Peg, and subsequent events leading up to the TFL Petition Date, Eligible Loss Cryptocurrency is presumed to be worthless as of the TFL Petition Date. This means that the Wind Down Trust will begin with the value of your Eligible Loss Cryptocurrency at the time you acquired it to calculate your Crypto Loss Amount. The Wind Down Trust will then subtract (a) any profits realized from transactions on account of Eligible Loss Cryptocurrency before the Monetization Date, such as transfers, swaps, trades, staking, rewards, and other transactions, and including any value received on account of hedging and contracts with third parties, and (b) any value received after the Monetization Date, ((a) and (b) together, the "Crypto Earnings") from the total purchase price that you paid or invested for your Eligible Loss Cryptocurrency that you still held as of the Second De-Peg. For the avoidance of doubt, any losses incurred on or before May 6, 2022 will not be included in calculating your Crypto Loss Amount.

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[7]   If your Preferred Evidence does not reflect the price you paid for your Eligible Loss Cryptocurrency, whether for the initial acquisition of your Eligible Loss Cryptocurrency or for the swap of non-Eligible Loss Cryptocurrency for Eligible Loss Cryptocurrency, the Wind Down Trust will determine the starting value of your relevant Eligible Loss Cryptocurrency based off of prevailing market pricing of the relevant cryptocurrency coins *at the time and date you purchased it* (i.e., if you purchased the relevant cryptocurrency coin at 9:42 a.m. prevailing Eastern Time on January 26, 2022, then the starting value of your Eligible Loss Cryptocurrency will be the market price of that cryptocurrency coin at 9:42 a.m. prevailing Eastern Time on January 26, 2022). All conversions of fiat currency or other cryptocurrency used to purchase Eligible Loss Cryptocurrency will be calculated using the conversion rates as of the date of purchase of the Eligible Loss Cryptocurrency as they are listed on Coingecko, Flipside Crypto, and xe.com, as applicable.

Crypto Earnings are limited to the value you received on account of Eligible Loss Cryptocurrency as well as any Airdrop Earnings. Value received from coins that were purchased (a) prior to the Second De-Peg but are *not* Eligible Loss Cryptocurrency or (b) after the Second De-Peg will not be used to reduce your Crypto Loss Amount. Likewise, any Airdropped Coins that you did not Monetize or otherwise receive value for prior to the TFL Petition Date are presumed to be worthless and will not be used to reduce your Crypto Loss Amount.

If you purchased your Eligible Loss Cryptocurrency and did not take any additional actions, but simply held your Eligible Loss Cryptocurrency until the TFL Petition Date, then your Crypto Loss Amount is the amount you purchased or invested to acquire your Eligible Loss Cryptocurrency *less* any Airdrop Earnings.

If you purchased your Eligible Loss Cryptocurrency and then took additional actions that resulted in Crypto Earnings, your Crypto Loss Amount will be the amount you paid or invested to acquire the Eligible Loss Cryptocurrency *less* your Airdrop Earnings and other Crypto Earnings. If the value of your Airdrop Earnings and your Crypto Earnings exceeds the amount you purchased or invested to acquire the Eligible Loss Cryptocurrency, then your Crypto Loss Amount will be zero.

The Plan Administrator may, in his business judgment, extend any of the deadlines set forth herein in order to fully carry out these CLC Procedures. The Plan Administrator may also make immaterial changes to these CLC Procedures. For any material change to these CLC Procedures, the Plan Administrator may file a motion at any time seeking to modify the CLC Procedures. Parties shall have seven (7) calendar days to file an objection to any motion by the Plan Administrator seeking to modify the CLC Procedures. If a timely objection to such motion is filed, the Court will hold a hearing to consider such motion. If no objection is timely filed, the Court may approve the motion without a hearing or further notice.

IV.   INSTRUCTIONS FOR FILING CRYPTO LOSS CLAIMS.

Claimants submitting a CLC Form must submit **one single CLC Form for the entirety of their Crypto Loss Claim, encompassing all individually owned wallets and exchange accounts, *except* to the extent any portion of your Crypto Loss Claim is for a wallet requiring multiple signatures (a "Multisig Wallet")**. Claimants holding Multisig Wallets must submit a single, joint claim for their Crypto Loss Claim on account of the Eligible Loss Cryptocurrency held in the joint wallet.

Any Crypto Loss Claim that is submitted using multiple CLC Forms will be limited to the information included in the last timely submitted CLC Form. Claimants submitting a CLC Form must comply with the following instructions to successfully submit an Eligible Crypto Loss Claim:

a. Registration and Eligible Crypto Loss Claim Submission.

    i. To submit an Eligible Crypto Loss Claim, visit the Wind Down Trust's online claim portal at claims.terra.money (the "Online Portal") and complete the steps for registration. Upon registering, you must complete and submit the CLC Form located on the Online Portal. All claimants must submit the CLC Form electronically through the Online Portal. If you have any trouble accessing the Online Portal or require assistance completing the CLC Form via the Online Portal, please contact Kroll by calling Kroll's toll-free helpline: ((888) 341- 7383 (US/Canada Toll Free) / +1 (646) 876-2651 (International)), or emailing Terraforminfo@ra.kroll.com.

    ii.   As part of the registration and claim submission process, you must provide proof of ownership for any cryptocurrency underlying any Eligible Crypto Loss Claim.

        A. To prove ownership of Eligible Loss Cryptocurrency held on a verifiable blockchain (a "Verifiable Blockchain"),[8] you will need to sign a transaction with your wallet through the Online Portal. No fees will be charged as a result of this transaction.

        B. To prove ownership of Eligible Loss Cryptocurrency held on other platforms, you will need to provide a read-only API key or Manual Evidence (as defined below). Please refer to **Schedule 3** attached hereto for instructions on how to access and retrieve read-only API keys on each platform.

b. Completing the CLC Form.

    i.   **Part I: Identifying Information**: To complete Part I of the CLC Form, please provide all requested claimant details and contact information. Claimants holding Multisig Wallets must submit a list of signatories (with each signatory's wallet address and contact email) and the wallet address of the Multisig Wallet. Please note that all correspondence will be sent to your provided email address.

    ii.   **Part II: Crypto Holdings and Evidentiary Support**: The CLC Form allows you to submit two types of evidence: (i) preferred evidence ("Preferred Evidence") and (ii) manual evidence ("Manual Evidence"). Preferred Evidence includes (a) your blockchain and/or wallet addresses, for Eligible Loss Cryptocurrency held on Verifiable Blockchains, and (b) read-only API Keys, for Eligible Loss Cryptocurrency held on other platforms or exchanges. Manual Evidence includes screenshots, excel logs, or PDFs generated by the applicable exchange showing account balances, transaction logs, and deposit logs. For the avoidance of doubt, Manual Evidence will not be accepted for Eligible Loss Cryptocurrency held on Verifiable Blockchains.

To complete Part II, you must provide evidentiary support for all Eligible Loss Cryptocurrency underlying your Crypto Loss Claim, across all exchanges and wallets on which you hold Eligible Loss Cryptocurrency.

    Evidentiary Support:

        A. For any Eligible Loss Cryptocurrency you held on a Verifiable Blockchain, you *__must__* provide the applicable blockchain(s) and wallet address(es). Manual Evidence will not be accepted to support claims for Eligible Loss Cryptocurrency held on Verifiable Blockchains.

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[8]   As used in these CLC Procedures, "Verifiable Blockchains" include: Terra (Classic), Ethereum, Avalanche, Binance Smart Chain, Polygon, Fantom, Moonbeam, Arbitrum, Solana, Osmosis, and Cronos.

B. For any Eligible Loss Cryptocurrency held on a non-Verifiable Blockchain, or on other platforms or exchanges, you must provide:

    i. Preferred Evidence: To the extent an exchange supports read-only API Keys, it is ***strongly recommended*** that you provide the read-only API Key for each exchange on which you hold Eligible Loss Cryptocurrency.

        i. Please refer to **Schedule 3** attached hereto for instructions on how to access and retrieve read-only API Keys on each eligible platform.

    ii. Manual Evidence: If your Eligible Loss Cryptocurrency is (a) held on a blockchain that is not a Verifiable Blockchain, (b) held on an exchange or platform for which you choose not to provide a read-only API Key, or (c) held on an exchange or platform that does not support read-only API Keys, you must provide Manual Evidence to support your Crypto Loss Claim. For the avoidance of doubt, if all of your Eligible Loss Cryptocurrency is supported by Preferred Evidence in subsections (A) and (B)(i) above, you do not need to submit any of the Manual Evidence requested in this subsection (B)(ii).

C. You must also provide documentation for any contracts (including insurance contracts), trade agreements, or other documents governing ownership or transfers of the Eligible Loss Cryptocurrency underlying your Eligible Crypto Loss Claim.

If you choose to submit Manual Evidence to support portions of your Crypto Loss Claim for which a read-only API Key is available, or if you submit Manual Evidence because the applicable blockchain, platform, or exchange on which you held Eligible Loss Cryptocurrency does not support Preferred Evidence, your claim will not receive an Initial Determination on the expedited timeline set forth below and your claim will be subject to Individualized Review (as defined below). The Plan Administrator may take additional time to review your Crypto Loss Claim and provide an Initial Determination. Because Preferred Evidence (including read-only API Keys) is both likely to be (a) the most readily available evidentiary support for large exchanges and platforms and (b) the most accurate and reliable support for Crypto Loss Claims (because it cannot be manipulated or altered), the Plan Administrator may also determine that your Crypto Loss Amount should not be Allowed if you do not provide Preferred Evidence, especially if Preferred Evidence is available and choose not to provide it. Specifically, the Plan Administrator is likely to seek to disallow your Crypto Loss Claim in whole or in part if you provide Manual Evidence instead of Preferred Evidence if Preferred Evidence is available, which determination will be subject to the dispute process set forth in Section V.c below.

It is strongly recommended that you submit read-only API Keys if available to you to support your Crypto Loss Claim in order for the Plan Administrator to quickly verify your Crypto Loss Amount and provide distributions on account of your Allowed Crypto Loss Claim.

iii.   **Part III: Supporting Documents for Claim:** To complete Part III, you must include all applicable supporting documentation and check the applicable boxes for the documents you are enclosing.   Failure to provide supporting documentation may lead to your claim being disallowed.   All applicable supporting documentation, including but not limited to any blockchain or wallet addresses, any read-only API Keys, and any account balance statements, transaction logs, and contracts or trade agreements governing ownership or transfer of the tokens *must* be attached to your CLC Form unless it is included in the CLC Form itself.

iv.   **Part IV: Contributed Claims:** If you purchased your Eligible Loss Cryptocurrency and believe that you may have a claim against third parties (i.e., any persons or entities other than the Debtors), then you have the option to irrevocably contribute such claims to the Wind Down Trust ("Contributed Claims"). In accordance with the Plan and the Wind Down Trust Agreement, the Plan Administrator will review your Contributed Claims and exercise his business judgment in determining whether to pursue such claim. Such claim may be adjudicated in litigation, binding arbitration, or another forum provided by law. If the Plan Administrator pursues your third-party claim, you may be asked to provide additional information and documents. Your decision on whether to contribute any third-party claims to the Wind Down Trust will not affect the Plan Administrator's valuation or adjudication of your Crypto Loss Claim. Any proceeds of Contributed Claims that are included in distributions under the Plan will be distributed pro rata to all holders of Allowed Crypto Loss Claims and will not be made only to creditors who elected to contribute claims to the Wind Down Trust.

v.   **Part V: Certification:** To complete Part V and submit your CLC Form, you must certify under penalty of perjury that all statements you gave in the CLC Form were true and correct to the best of your knowledge. Your digital date stamped signature will be deemed an original signature.

If you do not complete the CLC Form in its entirety according to these instructions prior to the Crypto Loss Claim Bar Date, the Plan Administrator may, in his discretion based on his business judgment, seek to disallow your Crypto Loss Claim in part or in full.

The Wind Down Trust reserves the right to coordinate directly with exchanges and other platforms to confirm the accuracy of the evidence provided by you. If you fail to comply with these CLC Procedures, including (a) failure to provide all accurate staking information and wallet addresses, (b) failure to disclose all information that would reduce your claim, or (c) providing unverifiable data, the Plan Administrator will seek to disallow your claim in its entirety for insufficient documentation. Further, if it is discovered that you had advance knowledge of the Debtors' actions giving rise to the judgment against the Debtors in the Final Judgment Against Defendants Terraform Labs Pte. Ltd. and

Do Hyeong Kwon in the SEC Enforcement Action, the Plan Administrator will seek to subordinate or disallow your Crypto Loss Claim.

V.   WHAT HAPPENS AFTER I SUBMIT MY CLC FORM?

a.   The Claim Verification Process.

After you submit your CLC Form and supporting documentation, the Wind Down Trust will review and verify your claim. Within ninety (90) days following the Crypto Loss Claim Bar Date, you will receive a notification by email that either (a) the Wind Down Trust has made an initial determination of your Crypto Loss Claim (an "Initial Determination"), or (b) your Initial Determination is not yet ready because the Wind Down Trust is doing an Individualized Review of your Crypto Loss Amount. As part of the Individualized Review, the Wind Down Trust may request additional documentation or evidence (i.e., specific contracts or agreements) to verify your Crypto Loss Amount. **Please note that Individualized Review may take additional time beyond the Wind Down Trust's ninety (90) day review period**. At the conclusion of your Individualized Review, if applicable, the Plan Administrator will issue you an Initial Determination, at which time you will be subject to the remaining dates and deadlines set forth herein. The Plan Administrator's Initial Determination, whether subject to Individualized Review or not, may be based on lack of information if the Wind Down Trust does not receive verifiable data.

Any Initial Determination you receive will include your claim number and the Wind Down Trust's determination of your Crypto Loss Amount. To view your results, simply access the email you receive from the Wind Down Trust (please note that only the registered user that submits the CLC Form will be able to login and utilize the Online Portal to view these results). Upon review, you will have the option to either accept or dispute the results. To accept your Crypto Loss Amount, follow the instructions in your email to confirm your Crypto Loss Amount. To dispute your Crypto Loss Amount, you will need to identify what you think your Crypto Loss Amount is and provide all evidence or documentation required to support your asserted Crypto Loss Amount (your "Asserted Crypto Loss Amount"). ***You will have thirty (30) days from the date the Wind Down Trust issues a notification of your Crypto Loss Amount via the Online Portal to dispute the Initial Determination of your Crypto Loss Amount (the "Initial Objection Period"). If you do not dispute the Initial Determination before the end of the Initial Objection Period, the Initial Determination of your Crypto Loss Amount will be deemed accepted by you. If you accept the Initial Determination or fail to dispute via the Online Portal before the end of the Initial Objection Period, the Initial Determination of your Crypto Loss Amount will be fully binding and irrevocable.*** *If you dispute your Initial Determination of your Crypto Loss Amount, your Crypto Loss Claim will be resolved as described in Section V.c below.*

The SEC may provide to the Plan Administrator a list of any claimants for whom the SEC does not believe reasonable reliance is appropriate. To the extent the SEC provides such a list, the Plan Administrator shall, after the Crypto Loss Claim Bar Date and prior to making determinations as to Crypto Loss Amounts, consult with the SEC on such matters, and may provide information regarding individual Crypto Loss Claims to the SEC as part of such consultation. The ultimate decision as to whether to Allow a Crypto Loss Claim or object to such Crypto Loss Claim shall be the Plan Administrator's decision in his business judgment.

b.   Disbursement and Claim Payment for Undisputed Crypto Loss Amounts.

If you accept the Wind Down Trust's Initial Determination of your Crypto Loss Amount, or otherwise do not dispute the Crypto Loss Amount during the Initial Objection Period, you will have an Allowed Crypto Loss Claim and you will be eligible for initial disbursements ("Initial Disbursements") on account of your Crypto Loss Amount. Please note that your Crypto Loss Amount is the amount of your Crypto Loss Claim, but it is **not** the amount of your recovery—your pro rata share of amounts that are approved for distributions to holders of Allowed Crypto Loss Claims by the Plan Administrator may be materially less than your Crypto Loss Amount. Initial Disbursements to claimants who accept or do not object to their Crypto Loss Amount will occur as soon as reasonably practicable following the end of the Initial Objection Period. Each claimant will recover pro rata on account of their Crypto Loss Claim. Following the Initial Disbursements, there will be subsequent distributions over time. All distributions will be pro rata (and late-allowed Crypto Loss Claims will receive larger distributions upon the allowance of such claims to ensure equal recoveries among all holders of Allowed Crypto Loss Claims).

c.   Disputed Crypto Loss Amounts.

If you dispute the Initial Determination of your Crypto Loss Amount, you will be required to explain why you dispute the Initial Determination and provide evidence supporting your Asserted Crypto Loss Amount (any such additional explanation and evidence provided, the "Supplemental Evidence") within thirty (30) days after the expiration of the Initial Objection Period (the "Supplemental Evidence Deadline"). After you dispute your Crypto Loss Amount in the Online Portal, the Wind Down Trust will review the Supplemental Evidence and will notify you of whether it agrees with and accepts your Asserted Crypto Loss Amount, disagrees with your Asserted Crypto Loss Amount and reiterates the Initial Determination, or makes a counteroffer (any such agreement, acceptance, reiteration, or offer, the "Final Determination"). Upon review, you will again have the option to either accept or dispute the results of the Final Determination. To accept the Final Determination of your Crypto Loss Amount, follow the instructions in your email to confirm your Crypto Loss Amount. To dispute the Final Determination of your Crypto Loss Amount, you will need to (a) indicate, within thirty (30) days of receiving the Final Determination, that you will be filing an objection to the Final Determination and (b) actually file an objection to the Final Determination with the Bankruptcy Court within ninety (90) days of receiving the Final Determination, as further set forth below. ***You will have thirty (30) days from the date the Wind Down Trust issues a notification of your Crypto Loss Amount via the Online Portal to dispute the Final Determination of your Crypto Loss Amount (the "Final Objection Period"), and you must file an objection with the Bankruptcy Court to the Final Determination within ninety (90) days of receiving the Final Determination via the Online Portal (the "Objection Filing Deadline"). If you do not dispute the Final Determination before the end of the Final Objection Period and timely file a Final Determination Objection (as defined below) by the Objection Filing Deadline, the Final Determination of your Crypto Loss Amount will be deemed accepted by you. If you accept the Final Determination or fail to dispute via the Online Portal before the end of the Final Objection Period or file an objection by the Objection Filing Deadline, the Final Determination of your Crypto Loss Amount will be fully binding and irrevocable. If you timely dispute your Final Determination of your Crypto Loss Amount, your Crypto Loss Claim will be resolved as described below.***

If you timely dispute the Final Determination of your Crypto Loss Amount, you will be required to file an objection to the Final Determination with the Bankruptcy Court prior to the Objection Filing Deadline that: (a) identifies your Asserted Crypto Loss Amount; (b) provides the evidence set forth in your Crypto Loss Claim and your Supplemental Evidence; and (c) sets forth the reasons why you believe the Plan Administrator failed to comply with the CLC Procedures and/or why your unique circumstances

should be an exception to the CLC Procedures (any such objection, a "Final Determination Objection"). At the hearing to adjudicate the Final Determination Objection, the burden of proof shall be on the party filing the Final Determination Objection to demonstrate why the Asserted Crypto Loss Amount should overturn the Final Determination, which Final Determination shall be entitled to deference on a business judgment standard. ***You will not be able to provide any evidence other than what is attached to your Crypto Loss Claim and the Supplemental Evidence in connection with your Final Determination Objection, as such, be sure to provide all evidence of your Asserted Crypto Loss Amount to the Plan Administrator by the Supplemental Evidence Deadline. If you fail to file a Final Determination Objection within ninety (90) days after the Final Objection Period (prior to the Objection Filing Deadline), the Final Determination of your Crypto Loss Amount will be fully binding and irrevocable.***

The Plan Administrator shall have thirty (30) days after any Final Determination Objection is filed to file a reply with the Bankruptcy Court. The reply shall set forth the Plan Administrator's views on the applicable Crypto Loss Claim and the Final Determination. After a Final Determination Objection and reply is on file, the Plan Administrator shall schedule a hearing with the Bankruptcy Court. The Plan Administrator may seek to schedule hearings on Final Determination Objections with other claims that have overlapping issues of fact or law for efficiency. At the hearing, the Bankruptcy Court shall issue a final adjudication on your Crypto Loss Amount.

To the extent an agreement is reached between you and the Wind Down Trust on your Asserted Crypto Loss Amount, you will have an Allowed Crypto Loss Claim without any further order of the Bankruptcy Court. Initial Disbursements will be calculated such that all claimants will receive the same pro rata portion of their Crypto Loss Amount. The Wind Down Trust will exercise its business judgment in maintaining reserves sufficient to make subsequent distributions to holders of disputed Crypto Loss Claims.

> d.   Limitations on Disbursements.

>> i.   Transfers and Assignments of Claims.

All Eligible Crypto Loss Claim distributions will be issued to the holder of such claim (the "Record Claim Holder") as of the Distribution Record Date set forth in the Plan (the "Distribution Record Date"). The Wind Down Trust shall have no obligation to recognize any transfer or designation of such claim occurring after the Distribution Record Date. In the event a claim was transferred and/or assigned to a third-party after the Distribution Record Date, the Record Claim Holder shall be solely liable for forwarding any such distribution it receives on behalf of its Eligible Crypto Loss Claim to the third party. Under no circumstances shall the Wind Down Trust be liable for issuing any distribution to anyone other than the Record Claim Holder.

>> ii.   Sanctions.

If the Wind Down Trust determines in its sole discretion that regulatory restrictions prohibit distributions to a creditor or such creditor's location (*e.g.*, due to sanctions), and/or no Disbursement Agent is able to make distributions to a creditor or such creditor's location, such creditor will not receive their distribution. To the extent a claimant is unable to receive a distribution, such distribution will revert back to the Wind Down Trust Assets in accordance with *Section V.f* below.

e.   Requirements to Receive Disbursements.

To receive distributions on account of your Eligible Crypto Loss Claim, you must provide all requested disbursement details, including any requested wiring information, address, and Know Your Customer ("KYC") information. KYC will take additional time for legal entities. The Plan Administrator may select a Disbursement Agent(s) in his sole discretion to assist with making distributions, and such Disbursement Agents may conduct their own KYC process prior to awarding distributions. All distributions will be made in U.S. Dollars.

f.   Consequences of Failure to Deliver or Accept Disbursements.

The Plan Administrator will make a good faith effort to make all distributions to holders of Allowed Crypto Loss Claims. However, the Plan Administrator cannot guarantee successful delivery of all distributions. Delivery of distributions may fail, for example, due to any of the reasons listed in Section V.d above. If the Plan Administrator fails to deliver any distribution, the Plan Administrator will provide notice of such failed distribution to the claimant for whom the failed distribution was intended. The Plan Administrator will provide claimants with ninety (90) days from the date of the notice of failed distribution to provide any additional information needed to complete the distributions and to accept distributions, in accordance with Section 6.12 of the Plan and Sections 5.8, 5.10, and 5.1 of the Wind Down Trust Agreement.[9] If after ninety (90) days from the date of the notice, the claimant cannot or does not receive or accept their distribution, such distribution will be deemed unclaimed property and all title to and beneficial interest in such undeliverable distribution shall revert to or remain in the Wind Down Trust for pro rata distribution among holders of Allowed Crypto Loss Claims.

VI.   MISCELLANEOUS PROVISIONS.

a.   Contents. Each CLC Form must: (i) be submitted in English; (ii) be fully complete using the CLC Form provided by the Wind Down Trust; (iii) include the supporting documentation requested by the CLC Form; and (iv) be digitally signed by the claimant or by an authorized agent or legal representative of the claimant.

b.   Online Portal Notifications. By registering to submit an Eligible Crypto Loss Claim via the Online Portal, the Wind Down Trust can track your progress and notify you of the status of your claim and/or request additional information.

c.   Timely Service. Each CLC Form must be filed, including supporting documentation, so as to be ***actually*** ***received*** through the Online Portal on or before the Crypto Loss Claim Bar Date.

VII.   CONSEQUENCES OF FAILING TO TIMELY FILE YOUR ELIGIBLE CRYPTO LOSS CLAIM.

Pursuant to the *Order (I) Setting The Bar Date for Filing Crypto Loss Claims, (II) Approving the Crypto Loss Claim Procedures, (III) Approving the Form and Manner of the Crypto Loss Claim Form, and (IV) Approving the Form and Manner of Notice Thereof* [Docket No. _____] (the "Crypto Loss Claim

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[9]   *See* Plan*; Notice of Filing of Fourth Plan Supplement in Connection with the Second Amended Chapter 11 Plan of Liquidation of Terraform Labs Pte. And Terraform Labs Limited* [Docket No. 719], which includes the amended wind down trust agreement as Exhibit A.

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<u>Bar Date Order</u>"), if you or any party or entity who is required, but fails, to timely file a Crypto Loss Claim in accordance with the Crypto Loss Claim Bar Date Order on or before the Crypto Loss Claim Bar Date, please be advised that **YOU WILL NOT RECEIVE ANY DISTRIBUTION IN THESE CHAPTER 11 CASES ON ACCOUNT OF YOUR ASSERTED ELIGIBLE CRYPTO LOSS CLAIM**.

VIII.   RESERVATION OF RIGHTS.

Nothing contained in these CLC Procedures is intended to or should be construed as a waiver of the Wind Down Trust and/or the Plan Administrator's right to dispute, or assert offsets or defenses against, any filed claim as to the nature, amount, liability, or classification thereof. Nothing herein guarantees you a recovery on account of your asserted Crypto Loss Claim.

IX.   PHISHING ATTEMPTS

PLEASE TAKE NOTICE that, if you see any suspicious website domains or receive any uncorroborated email, text message, or telephone calls purporting to be from the Plan Administrator or the Wind Down Trust or their advisors claiming that withdrawals are available or requesting account information, personal information, or payment, we request that you please immediately contact the Wind Down Trust's advisors by contacting Kroll at Terraforminfo@ra.kroll.com. All submissions of personal information and evidentiary support requested in the CLC Form will occur via the Online Portal.

X.   ADDITIONAL INFORMATION.

Copies of the Crypto Loss Claim Bar Date Order, and other information regarding these chapter 11 cases are available for inspection free of charge on Epiq Corporate Restructuring's website at https://dm.epiqll.com/case/terraform. The Schedules and other filings in these chapter 11 cases also are available for a fee at the Bankruptcy Court for the District of Delaware's website at http://www.deb.uscourts.gov. A login identification and password to the Court's Public Access to Court Electronic Records ("<u>PACER</u>") are required to access this information and can be obtained through the PACER Service Center at http://www.pacer.psc.uscourts.gov. Copies of the Schedules and other documents filed in these cases also may be examined between the hours of 9:00 a.m. and 4:30 p.m., prevailing Eastern Time, Monday through Friday, at the office of the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801.

If you require additional information regarding the filing of an Eligible Crypto Loss Claim, you may contact Kroll by calling Kroll's toll-free helpline: ((888) 341-7383 (US/Canada Toll Free) / +1 (646) 876-2651 (International)), or emailing Terraforminfo@ra.kroll.com. **Kroll cannot provide legal advice.**

A HOLDER OF A POSSIBLE CLAIM AGAINST THE WIND DOWN TRUST SHOULD CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THESE CLC PROCEDURES, SUCH AS WHETHER THE HOLDER SHOULD FILE A CRYPTO LOSS CLAIM.

<u>Schedule I</u>

List of Eligible Loss Cryptocurrencies

Eligible Loss Cryptocurrency Tokens

	Token Address	Token Name	Token Symbol
1	terra1kc87mu460fwkqte29rquh4hc20m54fxwtsx7gp	Bonded Luna	BLUNA
2	uusd	Terra USD	UST
3	uluna	LUNA	LUNA
4	terra1yg3j2s986nyp5z7r2lvt0hx3r0lnd7kwvwwtsc	Staked Luna	stLuna
5	terra14z56l0fp2lsf86zy3hty2z47ezkhnthtr9yq76	Anchor Token	ANC
6	terra17y9qkl8dfkeg4py7n0g5407emqnemc3yqk5rup	Stader LunaX Token	LunaX
7	terra1xj49zyqrwpv5k928jwfpfy2ha668nwdgkwlrg3	Astroport	ASTRO
8	terra1g53pyke8jtmt4lwvk4yl0xaqc4u0qlsl8dz3ex	Synthetic UST token, kUST	kUST
9	terra1kcthelkax4j9x8d3ny6sdag0qmxxynl3qtcrpy	Pylon MINE Token	MINE
0	terra15gwkyepfc6xgca5t5zefzwy42uts8l2m4g40k6	Mirror	MIR
11	terra12hgwnpupflfpuual532wgrxu2gjp0tcagzgx4n	MARS	MARS
12	terra13xujxcrc9dqft4p9a8ls0w3j0xnzm6y2uvve8n	StarTerra Token	STT
13	terra12897djskt9rge8dtmm86w654g7kzckkd698608	Nexus Governance Token	Psi
14	terra1qsnj5gvq8rgs7yws8x5u02gwd5wvtu4tks0hjm	Coca-Cola	mKO
15	terra100yeqvww74h4yaejj6h733thgcafdaukjtw397	Apollo DAO Token	APOLLO
16	terra1dy9kmlm4anr92e42mrkjwzyvfqwz66un00rwr5	Valkyrie Token	VKR
17	terra1mpq5zkkm39nmjrjg9raknpfrfmcfwv0nh0whvn	Nebula Token	NEB
18	terra1hzh9vpxhsk8253se0vv5jj6etdvxu3nv8z07zu	Anchor Terra USD	aUST
19	terra1rl20t79ffsrqfa29rke48tj05gj9jxumm92vg8	C2X	CTX
20	terra1hnezwjqlhzawcrfysczcxs6xqxu2jawn729kkf	Orne	ORNE
21	terra1xfsdgcemqwxp4hhnyk4rle6wr22sseq7j07dnn	Kuji	KUJI
22	terra1yeyr6taynkwdl85ppaggr3zr8txhf66cny2ang	Kinetic Token	KNTC
23	terra1ptdxmj3xmmljzx02nr4auwfuelmj0cnkh8egs2	Johnson & Johnson	mJNJ
24	terra149755r3y0rve30e209awkhn5cxgkn5c8ju9pm5	The Walt Disney Company	mDIS
25	terra13zaagrrrxj47qjwczsczujlvnnntde7fdt0mau	Prism cLuna Token	cLuna
26	terra14v9wrjs55qsn9lkvylsqela3w2ytwxzkycqzcr	SAYVE Token	SAYVE

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	Token Address	Token Name	Token Symbol
27	terra13zx49nk8wjavedjzu8xkk95r3t0ta43c9ptul7	Glow Token	GLOW
28	terra14vz4v8adanzph278xyeggll4tfww7teh0xtw2y	Terra Name Service	TNS
29	terra1drsjzvzej4h4qlehcfwclxg4w5l3h5tuvd3jd8	NVIDIA Corporation	mNVDA
30	terra1rh2907984nudl7vh56qjdtvv7947z4dujj92sx	PayPal Holdings Inc	mPYPL
31	terra17ana8hvzea0q7w367dm0dw48sxwql39qekpt7g	NIKE, Inc.	mNKE
32	terra1246zy658dfgtausf0c4a6ly8sc2e285q4kxqga	Starbucks Corporation	mSBUX
33	terra1nef5jf6c7js9x6gkntlehgywvjlpytm7pcgkn4	LOOPC Token	LOOPC
34	terra1w8kvd6cqpsthupsk4l0clwnmek4l3zr7c84kwq	Angel Protocol	HALO
35	terra1dj2cj02zak0nvwy3uj9r9dhhxhdwxnw6psse6p	NIO Inc.	mNIO
36	terra15k5r9r8dl8r7xlr29pry8a9w7sghehcnv5mgp6	LUNAVERSE	LUV
37	terra1zd6let0zg0xjn2sestagxv4ax24a4ml6j40qdr	MintDAO	MINT
38	terra1mt2ytlrxhvd5c4d4fshxxs3zcus3fkdmuv4mk2	Bro	BRO
39	terra13awdgcx40tz5uygkgm79dytez3x87rpg4uhnvu	PlayNity token	PLY
40	terra1r5506ckw5tfr3z52jwlek8vg9sn3yflrqrzfsc	TerraLand token	TLAND
41	terra1php5m8a6qd68z02t3zpw4jv2pj4vgw4wz0t8mz	White Whale	WHALE
42	terra1vwz7t30q76s7xx6qgtxdqnu6vpr3ak3vw62ygk	LUART token	LUART
43	terra1cl7whtrqmz5ldr553q69qahck8xvk80fm33qjx	Atlo	ATLO
44	terra17n223dxpkypc5c48la7aqjvverczg82ga3cr93	Reactor Token	RCT
45	terra1f62tqesptvmhtzr8sudru00gsdtdz24srgm7wp	RoboHero	ROBO
46	terra1cdc6nlsx0l6jmt3nnx7gxjggf902wge3n2z76k	Fury	FURY
47	terra1w0p5zre38ecdy3ez8efd5h9fvgum5s206xknrg	Vault UST	vUST
48	terra1ng9dsq2m5mw993s0uljj06scrj5g07sq36lq8t	Dogballoon	DOGB
49	terra1g0pm8xm5c2dq4qtv8j9a80hg4mhe5ndy8qad07	Lunart	ARTS
50	terra1m3tdguf59xq3pa2twk5fjte5g6szj5y9x5npy7	LUNI	LUNI
51	terra193c42lfwmlkasvcw22l9qqzc5q2dx208tkd7wl	Bitlocus Token	BTL
52	terra1tlgelulz9pdkhls6uglfn5lmxarx7f2gxtdzh2	Prism pLuna Token	pLuna
53	terra1dzhzukyezv0etz22ud940z7adyv7xgcjkahuun	Bonded ETH	BETH
54	terra1td743l5k5cmfy7tqq202g7vkmdvq35q48u2jfm	Thorstarter Token	XRUNE

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	Token Address	Token Name	Token Symbol
55	terra16wggm67a34msdxasg2vergm2pt289y7930wv7d	TERRNADO TOKEN	TND
56	terra1kvjscdgwuvwc6uzm4rqfjl6nlmuhj28tequlnc	xterra	XTRA
57	terra1hmxxq0y8h79f3228vs0czc4uz5jdgjt0appp26	Terra Moon	MOON
58	terra1vchw83qt25j89zqwdpmdzj722sqxthnckqzxxp	Local Terra Token	LOCAL
59	terra1dh9478k2qvqhqeajhn75a2a7dsnf74y5ukregw	Prism Protocol Token	PRISM
60	terra1rz964297kvt86rteajhtp4hsffhcum0ye8eljh	RESToad Token	TOAD
61	terra18zqcnl83z98tf6lly37gghm7238k7lh79u4z9a	Bonded ATOM	bATOM
62	terra1a7ye2splpfzyenu0yrdu8t83uzgusx2malkc7u	Allbridge	ABR
63	terra1nl9dx4pkat90gzw2j99n338n984e4cw7nxq65w	Terra Reflection - Hold2Earn	H2E
64	terra16xtp5rmhx4agcas4cyg3srp6m6gauqagh02v9z	DogeKwon	DKWON
65	terra17wkadg0tah554r35x6wvff0y5s7ve8npcjfuhz	Prism yLuna Token	yLuna
66	terra1jx4lmmke2srcvpjeereetc9hgegp4g5j0p9r2q	LOOPRC Token	LOOPRC
67	terra1u2k0nkenw0p25ljsr4ksh7rxm65y466vkdewwj	TerraFloki	TFLOKI
68	terra14f7u8z4eqpxcrp4xr6knhgfp5n4h68nwy3yzg5	DogeKwon Terra	DKWON
69	terra140k6k2pmh2lmy4q4wyz5znqmtgwvs3gkgfeevq	Terra Shiba	tSHIBA
70	terra1rl4zyexjphwgx6v3ytyljkkc4mrje2pyznaclv	Steak Token	STEAK
71	terra17jnhankdfl8vyzj6vejt7ag8uz0cjc9crkl2h7	Digipharm	DPH
72	terra1a8k3jyv3wf6k3zngza5h6srrxcckdf7zv90p6u	TFLOKI NFT TICKET D1	TFTIC
73	terra17qkws34rpkzp5clc86xkyal8235lugj38dhk5v	Terraformer	TFM
74	terra1l95pyqf2ahqy7c53pejt8v7nnlg060fghs2499	Dogballoon	DOGB
75	terra1tgfw423t34rwaezm4u4vwy5d80tfgzuyx2s6x0	TerraMoonDoge	TMoonDoge
76	terra19djkaepjjswucys4npd5ltaxgsntl7jf0xz7w6	Terra World Token	TWD
77	terra1s5eczhe0h0jutf46re52x5z4r03c8hupacxmdr	Spectrum token	SPEC
78	terra1aaqzva7adgwtzfkt9nmrmuvkg9s6lmsgtkg3jd	EXP	EXPEDITION
79	terra1xt9fgu7965kgvunnjts9zkprd8986kcc444q86	TFLOKI NFT TICKET D2	TFTICII

	Token Address	Token Name	Token Symbol
80	terra1ez46kxtulsdv07538fh5ra5xj8l68mu8eg24vr	loterra	LOTA
81	terra19mcqz609t5vcudfatwexuhta0mrs49fu9dqj2s	Kingsman DAO	KINGS
82	terra1l0y8yg0s86x299nqw0p6fhh7ngex3r4phtjeuq	Space Dollars	SDOLLAR
83	terra15dcd0j3tqtefj96nhqryt59qyr820tyxq3l0dr	Terra Squid	TSquid
84	terra15tztd7v9cmv0rhyh37g843j8vfuzp8kw0k5lqv	altered	ALTE
85	terra1a8an0aqzjghcukqrdgnkt3ygzhmaaqza03mc3h	Kernel Token	KVT
86	terra1zn26hzdegq2c9qa0etqcthk2kjcr6cqeaud7q9	Apollo DAO	APOLLO
87	terra14vw4sfqwe7jw8ppcc7u44vq7hy9qa2nlstnxmu	Vitamin Coin	VITC
88	terra1vte2xv7dr8sfnrnwdf9arcyprqgr0hty5ads28	TFLOKI NFT TICKET D3	TFTICIII
89	terra1u72jtyujxu8dmpxedrrtmt5tekn0usf09r2a9h	Terra META	TMeta
90	terra1pmf2x6gp8u979q672lkkkruuhe9zarxyu5w7t2	TFLOKI NFT TICKET D4	TFTICIV
91	terra14lmsae6e4d5lu74yt67pkfsdaut4csjtq32a7x	Terra Shiba	tSHIBA
92	terra1mzxr59qj8qr5plgd8kmqx9vn937qr5vzjd055w	TFLOKI NFT TICKET D5	TFTICV
93	terra1lrdzs5tgllwqgawtq2emuzn7snpxq87fzzl44y	DragonSB	SB
94	terra1jm9jv95f0w3e0kk3kxxvtqg50456mf2c92xd7f	xyz Bonus Token	xyzBONUS
95	terra1z09gnzufuflz6ckd9k0u456l9dnpgsynu0yyhe	curio	SITY
96	terra1yzj58vsvryarrasx6rkf9deyn5h60zlm7lzv8r	TFLOKI NFT TICKET D6	TFTICVI
97	terra1j7ft2ze4phmcj4x2mnr7cfcns5x5hqjnnt8myj	TALIS	TALIS
98	terra15uc875u7uu8xyqf833nxwh5x4dm2kmu29u04vl	SDOLLAR NFT TICKET SPACEPETS	SDTICI
99	terra1sn208s2cmya87707w4r9hf36znv8ml8dcnhr2d	TerraKub	TKUB
100	terra1aft2zjfhmetslqvy0jg6d0ywhf9r5zf5zqratc	2 Girls 1 Dkwon	GIDK
101	terra1f9h22l730vxxj5jmrakuwh3neuhdynwy42ezvv	BURNED TERRA	FIRE
102	terra17yjdhu7pk865t0jeswtpecukg0uw8xelzvfmdq	hello	HELLO
103	terra1dameg63csxum2hspscam9h6d33chnqa4wsn3sp	Astroport Finance	ASTRO
104	terra1vpehfldr2u2m2gw38zaryp4tfw7fe2kw2lryjf	Bitcoin	BTC

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	Token Address	Token Name	Token Symbol
105	terra1em52fj74ezgeqp5s6mp96y494s2gkjmtqy46sq	Terra SpaceX	tSPACEX
106	terra1twcwynuvhs778m8x46n7e6gyvu7srtkjcaufxd	Terra Pepe	PEPE
107	terra14mvkydkwm2pzz62cgrkpeusphm4trrqrzd88ju	dosh	DOSH
108	terra1cvdaetw5ljrtkxax8z0pgpdyhhhln3saxl8xsg	Elon Tweets on Terra	tELONTWEETS
109	terra1t0csdwp5u9592522n35ededwt2e46sur5u4mkg	META	MVRS
110	terra1z2u9p4x9cnp7c44rnntxzhgqlnepv8elmde43d	SDOLLAR LOOTOPIANS TICKET	SDLTIC
111	terra1c5fr3wdf2trj3dkxcckhmzzxlnnpepqn8cu8f8	Kishu Inu Need	KINU
112	terra1f3gyvkfwy6lvst5c63gx7alp6547clceaamyyp	Terra Doge	tDOGE
113	terra1a07n2cp4wd49ezxdgm9xgtfrnpmxfcdp4yrdnv	BORG Token	BORG
114	terra1y0spkg2up7ddqd98f9d45wacfwjmdvpq702y72	Terra World Token	TWD
115	terra158y6aypem94yj34ycvgdm3py23afhnu2dj24ak	TXXC Token	TXXC
116	terra17raumdxxxlm8smtx2pcxmqpz7qq9am4zfxzl8d	Astroport	ASTRO
117	terra1677xekxjqc4f3jqut8yr6p29e8h5zfay37et58	Terra CAT	CAT
118	terra1dk3g53js3034x4v5c3vavhj2738une880yu6kx	Ethereum	mETH
119	terra1rhhvx8nzfrx5fufkuft06q5marfkucdqwq5sjw	Bitcoin	mBTC
120	terra1vxtwu4ehgzz77mnfwrntyrmgl64qjs75mpwqaz	Apple	mAAPL
121	terra1h8arz2k547uvmpxctuwush3jzc8fun4s96qgwt	Google	mGOOGL
122	terra14y5affaarufk3uscy2vr6pe6w6zqf2wpjzn5sh	Tesla	mTSLA
123	terra1jsxngqasf2zynj5kyh0tgq9mj3zksa5gk35j4k	Netflix	mNFLX
124	terra1csk6tc7pdmpr782w527hwhez6gfv632tyf72cp	QQQ	mQQQ
125	terra1cc3enj9qgchlrj34cnzhwuclc4vl2z3jl7tkqg	Twitter	mTWTR
126	terra1227ppwxxj3jxz8cfgq00jgnxqcny7ryenvkwj6	Microsoft	mMSFT
127	terra165nd2qmrtszehcfrntlplzern7zl4ahtlhd5t2	Amazon	mAMZN
128	terra1w7zgkcyt7y4zpct9dw8mw362ywvdlydnum2awa	Alibaba	mBABA
129	terra15hp9pr8y4qsvqvxf3m4xeptlk7l8h60634gqec	iShares Gold Trust	mIAU

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	Token Address	Token Name	Token Symbol
130	terra1kscs6uhrqwy6rx5kuw5lwpuqvm3t6j2d6uf2lp	iShares Silver Trust	mSLV
131	terra1lvmx8fsagy70tv0fhmfzdw9h6s3sy4prz38ugf	United States Oil Fund LP	mUSO
132	terra1zp3a6q6q4953cz376906g5qfmxnlg77hx3te45	ProShares VIX Short-Term Futures ETF (Delisted)	mVIXY
133	terra1mqsjugsugfprn3cvgxsrr8akkvdxv2pzc74us7	Facebook	mFB
134	terra18wayjpyq28gd970qzgjfmsjj7dmgdk039duhph	Coinbase	mCOIN
135	terra18yqdfzfhnguerz9du5mnvxsh5kxlknqhcxzjfr	Robinhood	mHOOD
136	terra1qqfx5jph0rsmkur2zgzyqnfucra45rtjae5vh6	ARK Innovation ETF	mARKK
137	terra1l5lrxtwd98ylfy09fn866au6dp76gu8ywnudls	Galaxy Digital Holdings	mGLXY
138	terra1u43zu5amjlsgty5j64445fr9yglhm53m576ugh	Square	mSQ
139	terra1g4x2pzmkc9z3mseewxf758rllg08z3797xly0n	Airbnb	mABNB
140	terra1aa00lpfexyycedfg5k2p60l9djcmw0ue5l8fhc	SPDR S&P 500 ETF Trust	mSPY
141	terra19ya4jpvjvvtggepvmmj6ftmwly3p7way0tt08r	Polkadot	mDOT
142	terra18ej5nsuu867fkx4tuy2aglpvqjrkcrjjslap3z	AMD	mAMD
143	terra1m6j6j9gw728n82k78s0j9kq8l5p6ne0xcc820p	Gamestop	mGME
144	terra1qelfthdanju7wavc5tq0k5r0rhsyzyyrsn09qy	AMC Entertainment Holdings	mAMC
145	terra137drsu8gce5thf6jr5mxlfghw36rpljt3zj73v	Goldman Sachs Group	mGS
146	terra19cmt6vzvhnnnfsmccaaxzy2uaj06zjktu6yzjx	ProShares VIX Short-Term Futures ETF	mVIXY
147	terra10h7ry7apm55h4ez502dqdv9gr53juu85nkd4aq	iShares Gold Trust	mIAU
148	terra1ysx2yfxn7uk6s8ujmnamrv7h6s3egxazt2j69c	solUST	solUST
149	uaud	Terra AUD	AUT
150	ucad	Terra CAD	CAT
151	uchf	Terra CHF	CHT
152	ucny	Terra CNY	CNT
153	udkk	Terra DKK	DKT
154	ueur	Terra EUR	EUT

	Token Address	Token Name	Token Symbol
155	ugbp	Terra GBP	GBT
156	uhkd	Terra HKD	HKT
157	uidr	Terra IDR	IDT
158	uinr	Terra INR	INT
159	ujpy	Terra JPY	JPT
160	ukrw	Terra KRW	KRT
161	umnt	Terra MNT	MNT
162	umyr	Terra MYR	MYT
163	unok	Terra NOK	NOT
164	uphp	Terra PHP	PHT
165	usdr	Terra SDR	SDT
166	usek	Terra SEK	SET
167	usgd	Terra SGD	SGT
168	uthb	Terra THB	THT
169	utwd	Terra TWD	TWT

<u>Schedule II</u>

List of Airdropped Coins

Airdropped Coins

	Token Symbol	Eligibility	Destination Chain
1	LUNA2	LUNC and USTC Holders	Terra2
2	ASTRO	ASTRO Holders	Terra2
3	VKR	VKR Holders	Terra2
4	ORNE	ORNE Holders	Terra2
5	GSWIFT	STT Holders	Arbitrum
6	MARS	MARS Holders	Mars
7	WHALE	WHALE Holders	Migaloo
8	APOLLO	APOLLO Holders	Neutron

Schedule III

Read-Only API Key Retrieval Guide

Read-Only API Key Retrieval Guide

Important Please Read First

- You are creating a **read-only API key**, which allows others to view your account activity but not make any changes or withdrawals.
- **NEVER SHARE write-access API keys.** These can allow someone to control your funds. Always double-check the permissions while creating the key.
- Follow these steps carefully for each exchange.

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1. Binance

1. **Log In**: Access your Binance account on the official website or app.
2. **Navigate to API Management**:
   - Click your profile icon and select **API Management**.
3. **Enable 2FA (if not already enabled)**:
   - Set up either **Google Authenticator** or **SMS authentication** in the **Security** settings.
4. **Select 'System-generated API keys'**
5. **Create API Key**:
   - Enter a name for the key (e.g., "Read-Only Key").
   - Click **Create API** and complete the **2FA verification** (e.g., Google Authenticator and email confirmation).
6. **Set Permissions**:
   - Allow access to:
     - **Balances and Account Info**: To view holdings and transaction history.
     - **Trade History**: To see completed trades.
     - **Deposit and Withdrawal History**: To check deposits and withdrawals.
   - **Do not enable permissions** for trading or withdrawals.
7. **Save the API Key**:
   - Copy and store the API key and **secret key** securely.
8. **Share Safely**: Provide only the API key and secret key. Never share permissions for trading or withdrawals.

Source: Binance API Documentation

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2. KuCoin

1. **Log In**: Access your KuCoin account.
2. **Navigate to API Management**: Click your profile icon and select **API Management**.
3. **Create API Key**:

- ○ Click **Create API** and name the key (e.g., "Read-Only Key").
- ○ Set a passphrase as required.
4. **Set Permissions**:
    - ○ Allow access to:
        - ■ **'Spot Trading'** only
        - ■ **Balances and Account Info**: To see your holdings and transaction details.
        - ■ **Trade History**: To view all completed trades.
        - ■ **Deposit and Withdrawal History**: To check your deposits and withdrawals.
    - ○ **Do not enable permissions for trading or withdrawals.**
5. **Input your Trading Password and 2FA code**
6. **Save the API Key**: Store the API key, secret, and passphrase securely.
7. **Share Safely**: Provide only the API key, secret key and passphrase. Do not share permissions for trading or withdrawals.

Source: [KuCoin API Documentation](#)

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3. Bybit

1. **Log In**: Access your Bybit account.
2. **Navigate to API Management**: Click on the 'Profile' icon > **API**.
3. **Create API Key**:
    - ○ Click **Create New Key** on the API management page and name it (e.g., "Read-Only Key").
    - ○ **Select 'System-generated API keys'**
4. **Set Permissions**:
    - ○ Set permissions to 'Read' only and NOT 'Read-Write'
    - ○ Allow access to:
        - ■ **'Unified Trading'** and **'Spot'**
        - ■ **Balances and Account Info**: To view your holdings and transaction history.
        - ■ **Trade History**: To see all your completed trades.
        - ■ **Deposit and Withdrawal History**: To view deposits and withdrawals.
    - ○ **Do not enable permissions for trading or withdrawals.**
5. **Save the API Key**: Store the API key and secret key securely.
6. **Share Safely**: Provide only the API key and secret key. Do not share permissions for trading or withdrawals.

Source: [Bybit API Documentation](#)

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4. OKX

1. **Log In**: Access your OKX account.
2. **Navigate to API Management**: Click your profile icon and select **API Keys**.
3. **Create API Key**:

- ○ Click **Create New API Key**, set a name (e.g., "Read-Only Key"), and create a passphrase.
4. **Set Permissions**:
   - ○ Allow access to:
     - ■ **Balances and Account Info**: To view holdings and transaction history.
     - ■ **Trade History**: To view completed trades.
     - ■ **Deposit and Withdrawal History**: To see deposits and withdrawals.
   - ○ **Do not enable permissions for trading or withdrawals.**
5. **Save the API Key**: Store the API key, secret key, and passphrase securely.
6. **Share Safely**: Provide only the API key, secret key, and passphrase. Do not share permissions for trading or withdrawals.

Source: OKX API Documentation

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5. Gate.io

1. **Log In**: Access your Gate.io account.
2. **Navigate to API Management**: Go to **Security Settings** > **API Keys**.
3. **Create API Key**:
   - ○ Click **Create API Key** and name it (e.g., "Read-Only Key").
4. **Set Permissions**:
   - ○ Allow access to:
     - ■ **Balances and Account Info**: To view holdings and transaction history.
     - ■ **Trade History**: To see completed trades.
     - ■ **Deposit and Withdrawal History**: To check deposits and withdrawals.
   - ○ **Do not enable permissions for trading or withdrawals.**
5. **Save the API Key**: Store the API key and secret key securely.
6. **Share Safely**: Provide only the API key and secret key. Do not share permissions for trading or withdrawals.

Source: Gate.io API Documentation

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6. Bitfinex

1. **Log In**: Access your Bitfinex account.
2. **Navigate to API Management**: Go to **API Keys** under **Account Settings**.
3. **Create API Key**:
   - ○ Click **Create New API Key** and name it (e.g., "Read-Only Key").
4. **Set Permissions**:
   - ○ Allow access to:
     - ■ **Balances and Account Info**: To view holdings and transaction details.
     - ■ **Trade History**: To check completed trades.
     - ■ **Deposit and Withdrawal History**: To see deposits and withdrawals.

- ○ **Do not enable permissions for trading or withdrawals.**
5. **Save the API Key**: Store the API key and secret key securely.
6. **Share Safely**: Provide only the API key and secret key. Do not share permissions for trading or withdrawals.

Source: [Bitfinex API Documentation](#)

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7. Crypto.com

1. **Log In**: Access your Crypto.com Exchange account.
2. **Navigate to API Management**: Go to **Settings** > **API Keys**.
3. **Create API Key**:
   - ○ Click **Create New API Key** and name it (e.g., "Read-Only Key").
4. **Set Permissions**:
   - ○ Allow access to:
     - ■ **Balances and Account Info**: To view your holdings and transaction details.
     - ■ **Trade History**: To see all completed trades.
     - ■ **Deposit and Withdrawal History**: To check deposits and withdrawals.
   - ○ **Do not enable permissions for trading or withdrawals.**
5. **Save the API Key**: Store the API key and secret key securely.
6. **Share Safely**: Provide only the API key and secret key. Do not share permissions for trading or withdrawals.

Source: [Crypto.com API Documentation](#)

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8. MEXC

1. **Log In**: Access your MEXC account.
2. **Navigate to API Management**: Go to **Account Settings** > **API Keys**.
3. **Create API Key**:
   - ○ Click **Create New API Key** and name it (e.g., "Read-Only Key").
4. **Set Permissions**:
   - ○ Allow access to:
     - ■ **Balances and Account Info**: To view your holdings and transaction details.
     - ■ **Trade History**: To see all completed trades.
     - ■ **Deposit and Withdrawal History**: To check deposits and withdrawals.
   - ○ **Do not enable permissions for trading or withdrawals.**
5. **Save the API Key**: Store the API key and secret key securely.
6. **Share Safely**: Provide only the API key and secret key. Do not share permissions for trading or withdrawals.

9. Bitget

1. **Log In**: Access your Bitget account.
2. **Navigate to API Management**: Go to **Settings** > **API Keys**.
3. **Create API Key**:
   ○ Click **Create API Key** and name it (e.g., "Read-Only Key").
4. **Set Permissions**:
   ○ Allow access to:
      ■ **Balances and Account Info**: To view your holdings and transaction details.
      ■ **Trade History**: To see all completed trades.
      ■ **Deposit and Withdrawal History**: To check deposits and withdrawals.
   ○ **Do not enable permissions for trading or withdrawals.**
5. **Save the API Key**: Store the API key, secret key and passphrase securely.
6. **Share Safely**: Provide only the API key secret key and passphrase. Do not share permissions for trading or withdrawals.

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10. Huobi

1. **Log In**: Access your Huobi account.
2. **Navigate to API Management**: Go to **Account Settings** > **API Keys**.
3. **Create API Key**:
   ○ Click **Create New API Key** and name it (e.g., "Read-Only Key").
4. **Set Permissions**:
   ○ Allow access to:
      ■ **Balances and Account Info**: To view your holdings and transaction details.
      ■ **Trade History**: To see all completed trades.
      ■ **Deposit and Withdrawal History**: To check deposits and withdrawals.
   ○ **Do not enable permissions for trading or withdrawals.**
5. **Save the API Key**: Store the API key and secret key securely.
6. **Share Safely**: Provide only the API key and secret key. Do not share permissions for trading or withdrawals.

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11. OKCoin

1. **Log In**: Access your OKCoin account.
2. **Navigate to API Management**: Go to **Settings** > **API Keys**.
3. **Create API Key**:
   ○ Click **Create New API Key** and name it (e.g., "Read-Only Key").
4. **Set Permissions**:
   ○ Allow access to:
      ■ **Balances and Account Info**: To view your holdings and transaction details.
      ■ **Trade History**: To see all completed trades.
      ■ **Deposit and Withdrawal History**: To check deposits and withdrawals.

○ **Do not enable permissions for trading or withdrawals.**
5. **Save the API Key**: Store the API key and secret key securely.
6. **Share Safely**: Provide only the API key and secret key. Do not share permissions for trading or withdrawals.

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12. Bithumb

1. **Log In**: Access your Bithumb account.
2. **Navigate to API Management**: Go to **Account Settings** > **API Keys**.
3. **Create API Key**:
   ○ Click **Create New API Key** and name it (e.g., "Read-Only Key").
4. **Set Permissions**:
   ○ Allow access to:
      ■ **Balances and Account Info**: To view your holdings and transaction details.
      ■ **Trade History**: To see all completed trades.
      ■ **Deposit and Withdrawal History**: To check deposits and withdrawals.
   ○ **Do not enable permissions for trading or withdrawals.**
5. **Save the API Key**: Store the API key and secret key securely.
6. **Share Safely**: Provide only the API key and secret key. Do not share permissions for trading or withdrawals.

13. Gemini

1. **Log In**: Access your Gemini account by visiting Gemini.com and signing in.
2. **Navigate to API Management:**
   • Click on your profile (or Account) icon.
   • Select "API" from the dropdown or navigate to the API settings page.
3. **Create a New API Key:**
   • Click the button to "Create New API Key."
   • Provide a descriptive name (e.g., "Read-Only Key").
4. **Set Permissions:**
   • In the permissions settings, **enable only** those options that allow you to:
      i. View Balances & Account Information
      ii. Access Trade History
      iii. View Deposit & Withdrawal History
   • ***Do not enable*** *permissions for trading or withdrawals.*
5. **Complete Verification:**
   • Complete any additional security steps (e.g., two-factor authentication) as prompted by Gemini.
6. **Save Your API Key:**
   • Once generated, copy and securely store the API key and secret.
   • ***Do not share*** *your secret or any key with trading/withdrawal permissions.*

14. Binance.US

1. **Log In**: Sign in to your Binance.US account at <u>Binance.US</u>.
2. **Navigate to API Management:**
   o Click your profile icon in the upper right-hand corner.
   o Select "API Management" from the menu.
3. **Create API Key:**
   o Enter a name for your new API key (for example, "Read-Only Key").
   o Click "Create API Key."
   o Complete any two-factor authentication (2FA) steps required.
4. **Set Permissions:**
   o In the permissions settings, enable only those options that allow:
   o Viewing Balances & Account Information
   o Accessing Trade History
   o Checking Deposit & Withdrawal History
   o ***Do not enable*** *any trading or withdrawal options.*
5. **Save the API Key:**
   o Copy the generated API key (and secret if provided) and store them securely.
   o ***Never share*** *any key that provides write-access.*

15. Bittrex

1. **Log In**: Sign in to your Bittrex account by visiting <u>Bittrex.com</u>.
2. **Navigate to API Settings:**
   • Click on your account icon and select "API Keys" or navigate to the API management section under Account Settings.
3. **Create a New API Key:**
   o Click on "Add API Key" (or a similar button).
   o Provide a name (e.g., "Read-Only Key").
4. **Configure Permissions:**
   o Set the permissions to allow only read-only access, which should include:
   o Viewing Balances & Account Information
   o Accessing Trade/Order History
   o Viewing Deposit & Withdrawal History
   o ***Ensure that trading and withdrawal permissions are not enabled.***
5. **Finalize and Save:**
   • Complete any security verifications (such as 2FA) required by Bittrex.
   • Save your API key and secret securely.
   • ***Do not share*** *keys with elevated permissions.*

What if my Exchange is not found on this list?
Please reach out to the support team of your centralized exchange for detailed instructions

Schedule IV

Glossary of Frequently Used Terms

1. "Advisory Board" means the body of persons with the rights and powers to enforce the Wind Down Trust and supervise its administration, as set forth in the Wind Down Trust Agreement.

2. "Airdropped" means a gift transfer, such as the gift transfer of Luna 2.0 tokens by the Debtors following the collapse of Luna Classic.

3. "Blockchain Address" means a unique identifier for cryptocurrency wallets and smart contracts.

4. "Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101, et seq., as amended from time to time, as applicable to the Chapter 11 Cases.

5. "Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code, the unit of such District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

6. "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code and any Local Bankruptcy Rules of the Bankruptcy Court, in each case, as amended from time to time and applicable to the Chapter 11 Cases.

7. "Bridge Protocols" means the protocols operated by TFL that allowed users of Terra Crypto to deposit such Terra Crypto in a Bridge Wallet in exchange for wrapped Tokens for use on the Harmony One Network, the Binance Smart Chain Network, or the Ethereum Network.

8. "Bridge Wallet" means a wallet associated with the Bridge Protocols, which users interact with to obtain wrapped assets on a destination chain and redeem the tokens automatically upon request.

9. "Bridge Wallet Crypto Holder" means a Token Holder entitled to redeem Terra Crypto held in the Bridge Wallets.

10. "Crypto Earnings" means any value you received from all actions you took with Eligible Loss Cryptocurrency, including any gains from transactions before the Second De-Peg that resulted in value received by you on account of your Eligible Loss Cryptocurrency, such as transfers, swaps, trades, staking, rewards, and other transactions, and including any value received on account of hedging and contracts with third parties.

11. "Crypto Loss Amount" means your claim amount, calculated as the value of your Eligible Loss Cryptocurrency at the time you acquired it minus any Crypto Earnings. For the avoidance of doubt, your Crypto Loss Amount is not necessarily the amount of your pro rata distribution from the Wind Down Trust, rather it is the total amount of your Crypto Loss Claim against the Debtors.

12. "Crypto Loss Claim" means any Claim asserted against the Debtors arising from (a) the purchase, sale, or rescission of the purchase or sale of Cryptocurrency, including (i) Terra Crypto, (ii) any wrapped or bridged version on any blockchain of any Terra Crypto, (iii) any

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staked or bonded Terra Crypto on any blockchain, (iv) any Terra Crypto on any centralized or decentralized liquidity, lending, or borrowing application or protocol on any blockchain, (v) any receipt or derivative of any Terra Crypto on any blockchain, (vi) any derivatives trading or perpetual swaps of terra Crypto, or any Cryptocurrency that derives a value from Terra Crypto, and (viii) any other Cryptocurrency that was transacted or made available on the TerraLunaClassic and TerraLuna blockchains, and (b) any reimbursement or contribution claims allowed under section 502 of the Bankruptcy Code on account of such claims.

13. "Crypto Loss Claim Bar Date" means April 30, 2025 at 11:59 p.m., prevailing Eastern Time.

14. "Crypto Loss Claim Pool" means any remaining funds in the GUC Pool upon the General Unsecured Claim Payment Completion, plus the SEC Settlement Fund.

15. "Crypto Loss Claim Procedures" means the procedures pursuant to which (i) holders of Crypto Loss Claims may assert such Claims, and (ii) the Plan Administrator will establish a general process and timeline, in accordance with the Wind Down Trust Agreement, for administering and determining the Allowed Claim for each holder of a Crypto Loss Claim, through the filing of the Crypto Loss Claim Procedures Motion and subject to Bankruptcy Court approval, which procedures shall include: (A) notice of the Crypto Loss Claim Procedures and an opportunity to object thereto; (B) notice of the hearing to consider approval of the Crypto Loss Claim Procedures, if necessary; (C) the deadline to file Crypto Loss Claims; (D) instructions for submitting a Crypto Loss Claim; (E) a modified Proof of Claim form specifically as to Crypto Loss Claims; and (F) a notice for holders of Crypto Loss Claims to "opt in" to being a Contributing Claimant.

16. "Crypto Loss Claim Procedures Motion" means the motion seeking approval of the Crypto Loss Claim Procedures, filed in the Bankruptcy Court by the Plan Administrator.

17. "Cryptocurrency" means all digital assets that are traded on a blockchain, broadly defined to include all types of digital assets, including virtual currency, tokens, ERC-20 compliant tokens, security tokens, utility tokens, stablecoins, and any other digital assets. This includes, but is not limited to, Bitcoin, Bitcoin Cash, Ethereum (ETH), USD Coin, Tether (USDt), Dai, IDOL, XRP, Cardano, Polkadot, Binance Coin, Litecoin, Chainlink, Stellar, Dogecoin, Aave, Uniswap, Wrapped Bitcoin, Bitcoin SV, EOS, Monero, Maker, Cosmos, TRON, NEM, Synthetix, Tezos, THETA, Compound, VeChain, Neo SushiSwap, Huobi Token, UMA, Elrond, IOTA, Solana, PYTH, Luna (LUNA), Luna Classic (LUNC), Terra USD (UST), Avalanche (AVAX), Convex (CVX), OHM, Governance OHM, and any other digital asset.

18. "Debtors" means Terraform Labe Pte. Ltd. and Terraform Labs Limited, in each case, solely in its capacity as a debtor in possession under the Bankruptcy Code.

19. "Eligible Loss Cryptocurrency" means Terra Crypto and/or other Cryptocurrency held on the Terra Ecosystem.

20. "GUC Pool" means the Cash pool established pursuant to the Plan for distribution to holders of Allowed General Unsecured Claims, which shall be funded, (i) on the Effective Date, with Effective Date Available Cash and, (ii) after the Effective Date, with (a) Post-Effective Date Cash, (b) any Surplus Reserved Cash, and (c) any Surplus Senior Claim Pool cash, in each

case in accordance with the Waterfall. Upon the General Unsecured Claim Payment Completion, the funds in the GUC Pool shall be released to the Crypto Loss Claim Pool.

21. "Luna 2.0" means the native token on the Terra 2.0 Blockchain that was developed as a response to the Second De-Peg and the collapse of Luna Classic.

22. "Luna 2.0 Earnings" means any value you received on account of airdropped Luna 2.0 on Terra 2.0 as of the Petition Date.

23. "Petition Date" means, for the purposes of the CLC Procedures, January 21, 2024.

24. "Plan" means that certain *Chapter 11 Plan of Liquidation of Terraform Labs Pte. Ltd. and Terraform Labs Limited* [Docket No. 416] including any amendments or modifications from time to time in accordance with Section 12.4 of the Plan.

25. "Plan Administrator" means Todd R. Snyder, who has the rights, powers and duties set out in the Wind Down Trust Agreement and is charged with overseeing the tasks outlined in Section 5.4 of the Plan. Where the context allows, references to the Plan Administrator may refer to the Plan Administrator directing or procuring an action of the Wind Down Trustee in its capacity as trustee of the Wind Down Trust in which capacity the Wind Down Trustee is legal owner of the assets comprised in the Wind Down Trust. The Plan Administrator is Todd R. Snyder.

26. "Preliminary Crypto Loss Claim Bar Date Order" means that certain *Order (I) Establishing a Bar Date to File Preliminary Crypto Loss Proofs of Claim Solely for Voting Purpose, (II) Approving the Form and Manner of Notice for Filing Preliminary Crypto Loss Proofs of Claim, (III) Approving the Form and Manner of Proposed Notice of Preliminary Crypto Loss Claims Bar Date, and (IV) Granting Related Relief* [Docket No. 491].

27. "Preliminary Crypto Loss Proof of Claim Form" means that form which potential claimants were to use to submit a proof of claim for voting purposes only on account of their asserted Crypto Loss Claim.

28. "Private Wallet Crypto Holder" means a Token Holder with Tokens held in wallets or accounts owned or controlled by such Token Holder which are no longer readily accessible through the Debtors' applications or protocols as a result of the Debtors' Wind Down. For the avoidance of doubt, to the extent such Tokens have not been withdrawn by the applicable Private Wallet Crypto Holder by the Private Wallet Bar Date and are accessible to the Debtors after the Private Wallet Bar Date, such Tokens shall be deemed property of the Estates.

29. "Second De-Peg" means the events of May 2022 in which the price of UST became de-pegged from the USD and, along with the price of Luna Classic, began to decline steeply. For the avoidance of doubt, the Wind Down Trust has defined the Second De-Peg as May 13, 2022, at 6:15 p.m. Eastern Prevailing Time because that is the point at which the Debtors' founder, Do Kwon, notified the public that UST as an algorithmic stablecoin had failed.

30. "Terra-Created Crypto" means any Cryptocurrency created by Terraform.

31. "Terra Ecosystem" is defined as including, but not limited, to the projects, applications, and protocols listed on Debtors' website (https://www.terra.money/ecosystem) as of June 30, 2024 and the projects, applications, and protocols listed on Debtors' website as of May 2022 from the Wayback Machine (https://web.archive.org/web/20220510182304/https://www.terra.money/ecosystem).

32. "Third Party Crypto" means any Cryptocurrency created by a third party (i.e., any Cryptocurrency that is not Terra-Created Crypto).

33. "TFL" means Terraform Labs Pte. Ltd.

34. "TLL" means Terraform Labs Limited, a British Virgin Islands entity.

35. "Token" means a unit of Cryptocurrency.

36. "Token Holder" means a holder of Tokens.

37. "Unclaimed Property" means unclaimed or undeliverable distributions which remain in the possession of the Debtors or the Wind Down Trust, until such time as a distribution becomes deliverable or the holder accepts the distribution, or such distribution reverts back to the Debtors or the Wind Down Trust. Such distributions will be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of ninety days from the date of distribution, and all title to and beneficial interest in such unclaimed or undeliverable distributions shall revert to or remain in the Wind Down Trust automatically and without any need for further order by the Bankruptcy Court.

38. "US Trustee" means the United States Trustee for the District of Delaware.

39. "Verifiable Blockchain" means any of the following: Terra (Classic), Ethereum, Avalanche, Binance Smart Chain, Polygon, Fantom, Moonbeam, Arbitrium, Solana, Osmosis, and Cronos.

40. "Wallet Address" means a unique identifier made up of a string of numbers and letters which is used to send and receive funds on a blockchain.

41. "Wind Down Trust" means the Terraform Wind Down Trust, which is the STAR trust established under Part VIII of the Trusts Act of the Cayman Islands to effectuate the Wind Down, as described in Section 5.5 of the Plan and, where applicable, refers to the Wind Down Trustee acting in its capacity as trustee of the Wind Down Trust.

42. "Wind Down Trustee" means JTC (Cayman) Limited, solely in its capacity as the trustee of the Wind Down Trust, who was appointed pursuant to the Wind Down Trust Agreement, the Plan, and the Confirmation Order.

EXHIBIT 2

Proof of Claim Form

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE
In re Terraform Labs Pte. Ltd., Inc., No. 24-10070

<u>**Crypto Loss Claim Form**[1]</u>

PLEASE NOTE THAT THIS CLC FORM IS ONLY INTENDED TO PROVIDE CLAIMANTS WITH AN UNDERSTANDING OF WHAT FIELDS WILL BE INCLUDED IN THE CLC FORM ON THE ONLINE PORTAL. CLAIMANTS MAY <u>*NOT*</u> SUBMIT THIS PAPER COPY OF THE CLC FORM ON ACCOUNT OF THEIR CRYPTO LOSS CLAIM. ALL CLC FORMS MUST BE SUBMITTED THROUGH THE ONLINE PORTAL.

You must complete and submit this crypto loss claim form on the Online Portal (this "<u>CLC Form</u>") if you hold an Eligible Crypto Loss Claim against the Debtors. Your completed CLC Form will be used to help determine if you qualify for compensation from the Terraform Wind Down Trust (the "<u>Wind Down Trust</u>") on account of your Crypto Loss Claim and the amount of compensation, if any. Please read this CLC Form carefully, as it may affect your rights against the Debtors in these Chapter 11 Cases. You are permitted to consult with or engage an attorney prior to submitting your CLC Form. You must fill out this entire CLC Form on the Online Portal, or your claim may be disallowed unless you remedy the defect.

Eligible Crypto Loss Claims, as defined in the crypto loss claim procedures (the "<u>CLC Procedures</u>"), must be based on losses stemming from Terra-Created Crypto or other cryptocurrency held on the Terra Ecosystem ("<u>Eligible Loss Cryptocurrency</u>"). A list of cryptocurrencies qualifying as Eligible Loss Cryptocurrencies is attached to the CLC Procedures as <u>Schedule I</u>.

PLEASE FILL OUT AS MUCH INFORMATION IN THIS CLC FORM ON THE ONLINE PORTAL AS YOU CAN. FAILURE TO FILL OUT ANY REQUIRED INFORMATION COULD LEAD TO YOUR CLAIM BEING DISALLOWED.

FAILURE TO COMPLETE AND SUBMIT THIS CLC FORM ON THE ONLINE PORTAL BY THE DEADLINE WILL RESULT IN YOU RECEIVING NO DISTRIBUTION ON ACCOUNT OF YOUR CRYPTO LOSS CLAIM.

<u>Please note that this CLC Form requests information in accordance with the CLC Procedures approved by the Court. You may provide evidence to support your potential Crypto Loss Claim beyond the limitations requested in this form. However, as stated in the CLC Procedures, the Plan Administrator will determine your Crypto Loss Amount based on the parameters set forth therein, and if you wish to provide such additional evidence, you may dispute your Crypto Loss Amount in accordance with Section V.c of the CLC Procedures. The burden of proof will be on</u>

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[1]   This is a paper version of the fields that will be available in the Online Portal. The exact formatting and fields of CLC Form available in the Online Portal may be slightly different from the fields and formatting contained in this paper version.

you as the party objecting to your Crypto Loss Amount to demonstrate why the Asserted Crypto Loss Amount should overturn the Plan Administrator's Final Determination.

Additionally, if you choose to submit Manual Evidence to support portions of your Crypto Loss Claim for which a read-only API Key is available, or if you submit Manual Evidence because the applicable blockchain, platform, or exchange on which you held Eligible Loss Cryptocurrency does not support Preferred Evidence, your claim will not receive an Initial Determination on the expedited timeline set forth below and your claim will be subject to Individualized Review (as defined below). The Plan Administrator may take additional time to review your Crypto Loss Claim and provide an Initial Determination. Because Preferred Evidence (including read-only API Keys) is both likely to be (a) the most readily available evidentiary support for large exchanges and platforms and (b) the most accurate and reliable support for Crypto Loss Claims (because it cannot be manipulated or altered), the Plan Administrator may also determine that your Crypto Loss Amount should not be Allowed if you do not provide Preferred Evidence, especially if Preferred Evidence is available and you choose not to provide it. Specifically, the Plan Administrator is likely to seek to disallow your Crypto Loss Claim in whole or in part if you provide Manual Evidence instead of Preferred Evidence if Preferred Evidence is available, which determination will be subject to the dispute process set forth in Section V.c of the CLC Procedures. It is strongly recommended that you submit read-only API Keys if available to you to support your Crypto Loss Claim in order for the Plan Administrator to quickly verify your Crypto Loss Amount and provide distributions on account of your Allowed Crypto Loss Claim.

This CLC Form and the supporting documents requested below **must be submitted on the Online Portal by April 30, 2025 at 11:59 p.m., prevailing Eastern Time** at the following URL: **claims.terra.money**

Completing and submitting this CLC Form does **not** mean that your claim will be paid. Your claim will be reviewed by the Plan Administrator, who may request additional information from you.

If you have questions about this CLC Form, you may call Kroll's toll-free helpline ((888) 341-7383 (US/Canada Toll Free) / +1 (646) 876-2651 (International)). **Kroll cannot provide legal advice.**

PLEASE TAKE NOTICE that the Wind Down Trust will only communicate with you via an email address with the following domain: @ra.kroll.com or @kroll.com. Please note that if you receive any communication purporting to be from the Wind Down Trust that is not from this email address, these messages **are not authorized messages** from the Wind Down Trust and are **strongly suspected to be phishing scams** **leading to a phishing site or malware designed to obtain account holders' personally identifiable information, account information, or financial assets.** If you see any suspicious website domains or receive any uncorroborated email, text message, or telephone calls purporting to be from the Plan Administrator or the Wind Down Trust or their advisors claiming that withdrawals are available or requesting account information, personal information, or payment, we request that you please immediately contact the Wind Down Trust's advisors by contacting Kroll at Terraforminfo@ra.kroll.com.

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PLEASE TAKE FURTHER NOTICE that the Wind Down Trust will **never** (i) **request that you connect your wallet to receive your distribution** or (ii) contact you by email, telephone call, text message, or otherwise to request account information or other personal information absent an (a) order by the Court or (b) on-the-record instruction from the Court. All submissions of personal information and evidentiary support requested in the CLC Form will occur via the Online Portal.

Complete this CLC Form as thoroughly and accurately as possible.

Are you amending an already-filed CLC Form? Yes ___ No ___

If you are amending an already-filed CLC Form, please provide the proof of claim number for the Crypto Loss Claim you are amending (list all if there are multiple:
_____

PART I: IDENTIFYING INFORMATION

Claimant Details:
If natural person (please make sure that this information matches the Claimant's government issued ID):
First Name: _____ Last Name: _____
Middle Initial: _____ Suffix: _____
Date of Birth: Month: _____Year: _____
Country of Residence: _____
Country of Citizenship: _____

If entity:
Entity Name: _____
Country of Incorporation (include state if U.S.): _____
Name of Person Completing Form for Entity: _____

Have you ever worked for, been employed by, or been affiliated with any of the following entities: Terraform Labs, Jump Crypto Holdings LLC, Tai Mo Shan Limited, Prairie Operations LLC.

Yes ___ No ___
Which entity or entities? _____

For each listed above:
Start Date of Employment: _____
End Date of Employment: _____

Position(s) held: _____
Job Duties: _____

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Claimant, Entity Representative, or Legal Representative Contact Information:

If Claimant is incapacitated, is a minor, or is deceased, please provide the contact information of the Legal Representative submitting the claim.

The Wind Down Trust will use the email address provided below for all correspondence, including notice and payment.

Claimant, Entity Representative, or Legal Representative Email Address:
_____

Claimant, Entity Representative, or Legal Representative Phone Number:
_____

Legal Representative Name (if Claimant is incapacitated, a minor, or deceased):
_____

Please also attach documentation demonstrating your authority to serve as a legal representative of the Claimant.

Attorney or Authorized Agent Contact Information:

If the Claimant or Entity is represented by an attorney or authorized agent in this matter and you wish for them to receive copies of all notices and other correspondence in this matter, please provide their contact information below. If you do not want an attorney or authorized agent to receive copies of correspondence, you do not need to list them here.

Attorney or Authorized Agent: _____

Law Firm of Attorney: _____

Attorney Email Address: _____

Attorney Phone Number: _____

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Multi-Signature Wallets:

If your Crypto Loss Claim is based on cryptocurrency held on a "Multisig Wallet" (a single wallet held by multiple users), please check this box: ☐

If you checked the box directly above, please provide the blockchain and wallet address of the Multisig Wallet as well as each signatory's wallet address, name and contact email. (You may provide as many corresponding Multisig Wallet signatories as needed on the Online Portal for the below referenced Multisig Wallet address.)

Blockchain:_____
Multisig Wallet address: _____

Signatory wallet address: _____
Signatory name: _____
Signatory email: _____

Signatory wallet address: _____
Signatory name: _____
Signatory email: _____

Signatory wallet address: _____
Signatory name: _____
Signatory email: _____

Signatory wallet address: _____
Signatory name: _____
Signatory email: _____

Signatory wallet address: _____
Signatory name: _____
Signatory email: _____

Signatory wallet address: _____
Signatory name: _____
Signatory email: _____

If you hold more than one Multisig Wallet or both a Multisig Wallet and at least one Single Signature Wallet, you must submit separate CLC Forms for each Wallet type. For the avoidance of doubt, if you hold multiple Single Signature Wallets, you must fill out a single CLC Form for ALL of your Single Signature Wallets, in addition to a separate CLC Form(s) for each of your Multisig Wallet(s).

PART II: EVIDENTIARY SUPPORT

Failure to fill in this section will result in no compensation from the Wind Down Trust. If you are submitting Preferred Evidence, you do not need to fill out the section under "Manual Evidence." If you are submitting Manual Evidence, you must fill out the section under "Manual Evidence."

Please submit all Preferred Evidence and Manual Evidence required to support your Eligible Crypto Loss Claim across all platforms and wallets. Preferred Evidence can be submitted directly below, and information about the claims for which you are providing Manual Evidence can be provided in the next section. You will also be required to complete Part III of this CLC Form by indicating what supporting documentation you are attaching to this CLC Form.

Preferred Evidence

Please provide the blockchain(s) and wallet address(es) for all holdings of Eligible Loss Cryptocurrency (whether you lost or gained with respect to that cryptocurrency) on Verifiable Blockchains (as defined in the CLC Procedures). Please note you will need to sign a transaction to verify your ownership of Eligible Loss Cryptocurrency held on Verifiable Blockchains. This transaction will be completed as part of your registration on the Online Portal used to submit your claim. This transaction will not require any payment, but will prove your ownership of the wallet that held the assets underlying your Crypto Loss Claim. (You may provide as many Verifiable Blockchains and Single Signature Wallet Addresses as needed on the Online Portal.)

Verifiable Blockchain:_____
Single Signature Wallet Address: _____

Verifiable Blockchain:_____
Single Signature Wallet Address: _____

Verifiable Blockchain:_____
Single Signature Wallet Address: _____

Verifiable Blockchain:_____
Single Signature Wallet Address: _____

Verifiable Blockchain:_____
Single Signature Wallet Address: _____

Evidentiary Support for Eligible Loss Cryptocurrency holdings on <u>any other platforms</u>: To prove ownership of Eligible Loss Cryptocurrency held on other platforms, please provide your **account ID / user ID** as well as a read-only API Key, read-only Secret Key and Memo/Passphrase for all exchanges that support a read-only API Key, except to the extent you are relying on Manual Evidence to support your Crypto Loss Claim. Please refer to <u>Schedule II</u> to the CLC Procedures for instructions on how to access and retrieve read-only API keys on several platforms. (You may provide details for as many holdings held on other platforms for all exchanges that support a read-only API Key as needed on the Online Portal.)

Other Platform Name: _____
Account ID/User ID: _____
Read-Only API Key: _____
Read-Only API Secret Key (If available): _____
Memo/Passphrase (If available): _____

Other Platform Name: _____
Account ID/User ID: _____
Read-Only API Key: _____
Read-Only API Secret Key (If available): _____
Memo/Passphrase (If available): _____

Other Platform Name: _____
Account ID/User ID: _____
Read-Only API Key: _____
Read-Only API Secret Key (If available): _____
Memo/Passphrase (If available): _____

Other Platform Name: _____
Account ID/User ID: _____
Read-Only API Key: _____
Read-Only API Secret Key (If available): _____
Memo/Passphrase (If available): _____

Other Platform Name: _____
Account ID/User ID: _____
Read-Only API Key: _____
Read-Only API Secret Key (If available): _____
Memo/Passphrase (If available): _____

Please also complete the checklist in Part III of this CLC Form to indicate the supporting documentation you intend to include with this CLC Form.

Manual Evidence

If you held your Eligible Loss Cryptocurrency assets on a blockchain **other than a Verifiable Blockchain** or on an exchange or platform that **does not support a read-only API key**, or if you are providing Manual Evidence in lieu of Preferred Evidence for any exchange or platform that supports a read-only API Key, please attach to this CLC Form: all account balance statements, transaction logs, and deposit logs for all transactions to acquire your Eligible Loss Cryptocurrency as well as all transactions since acquiring your Eligible Loss Cryptocurrency up to the Petition Date. Please also provide your Account ID/user ID for any account for which you have one.

Please also provide documentation for any contracts, trade agreements, or other documents governing ownership or transfers of the coins underlying your Crypto Loss Claim.

Please also provide documentation for any rewards you earned from liquidity mining, staking, or other rewards programs relevant to your Eligible Crypto Loss Claim.

In addition to providing the below information, please complete the checklist in Part III of this CLC Form to indicate the supporting documentation you intend to include with this CLC Form.

List the asserted quantity of Eligible Loss Cryptocurrency underlying your Crypto Loss Claim. For the fastest and most likely way to receive a potential recovery, please only include Eligible Loss Cryptocurrency purchased **prior to** May 13, 2022 at 6:15 p.m. (prevailing Eastern Time).

Eligible Loss Crypto Coin	Date of Purchase	Total Asserted Quantity of Eligible Loss Crypto Coin	Loaned Quantity of Eligible Loss Crypto Coin	Purchase Platform/Chain	Wallet Address (if on chain)	Local Time Zone of Transaction

List all sales, loans, swaps, rewards sold, staking, and other transactions completed with the assets underlying your Crypto Loss Claim from the time you initially purchased it to the Petition Date (January 21, 2024). For the fastest and most likely way to receive a potential recovery, do not include transactions completed using Eligible Loss Cryptocurrency **purchased** after May 13, 2022. Regardless of when your Eligible Loss Cryptocurrency was purchased, do not include losses stemming from transactions completed using (a) borrowed Eligible Loss Cryptocurrency, (b) Eligible Loss Cryptocurrency from the community pool, or (c) a grant or investment from the Debtors.

Total Eligible Loss Crypto Held Prior to Transaction (list by coin)	Date of Transaction	Type of Transaction	Total Eligible Loss Crypto Coin held following transaction	Transaction Platform/ Chain	Wallet Address (if on chain)	Local Time Zone of Transaction	Transaction Hash (if on-chain)

Do the transactions listed above include rewards or loans?
☐ No
☐ Yes. Attach statement itemizing rewards, loan documents, and any other relevant information, including whether such rewards were sold.

Please use additional pages as needed.

PART III: SUPPORTING DOCUMENTS FOR CLAIM

Please ensure the following are attached, if applicable. A failure to provide supporting documentation may lead to reduced or no payment from the Wind Down Trust even if it does not render this CLC Form invalid or incomplete. Please check all that apply:

□ Claims for Eligible Loss Cryptocurrency held on other platforms and exchanges where read-only API Keys are available:
□ Other Platform Names
□ User ID / Account ID
□ Account balance statements
□ Transaction logs
□ Deposit logs

□ Documentation for any contracts, trade agreements, or other documents governing ownership or transfers of the coins underlying your Eligible Crypto Loss Claim.

□ Documentation of any rewards (for which you have recovered earnings) or loans

□ Other records evidencing ownership of your Eligible Loss Cryptocurrency. If so, please specify the type of record:

_____

PART IV: CONTRIBUTED CLAIMS

If you purchased your Eligible Loss Cryptocurrency and believe that you may have a claim against third parties (i.e., any persons or entities other than the Debtors), then you have the option to irrevocably contribute such claims to the Wind Down Trust ("Contributed Claims"). In accordance with the Plan and the Wind Down Trust Agreement, the Plan Administrator will review your Contributed Claims and exercise his business judgment in determining whether to pursue such claim. Such claim may be adjudicated in litigation, binding arbitration, or another forum provided by law. If the Plan Administrator pursues your third-party claim, you may be asked to provide additional information and documents. Your decision on whether to contribute any third-party claims to the Wind Down Trust will not affect the Plan Administrator's valuation or adjudication of your Crypto Loss Claim. Any proceeds of contributed claims that are included in distributions under the Plan will be distributed pro rata to all holders of Allowed Crypto Loss Claims and will not be made only to creditors who elected to contribute claims to the Wind Down Trust.

By checking this box, you are agreeing to irrevocably contribute to the Wind Down Trust any and all claims you may hold against third parties (*i.e.*, parties other than the Debtors) arising from or related to your purchase of your Eligible Loss Cryptocurrency, *except* to the extent you carve out such claims in the below. Such claims will include, but not be limited to, any claims arising under federal securities laws or other federal statutes, federal common law, or any applicable state or foreign law. ☐

If you have checked the box to contribute your claims, please describe any third party claims you hold that you would **_not_** like to contribute, including the defendant of any such claim:

_____
_____
_____
_____
_____
_____
_____
_____

PART V: CERTIFICATION

By checking this box, I certify under penalty of perjury that I (or the Claimant) reasonably relied on the Debtors' representations regarding the Terra Ecosystem and I (or the Claimant) did not have advance knowledge of the Debtors' fraud, nor did I (or the Claimant) have access to information that did or should have informed me (or the Claimant) of the Debtors' fraud. Specifically, I did not know of the misconduct described in the below-listed SEC actions prior to May 13, 2022 at 6:30 p.m., prevailing Eastern Time, nor did I participate in the misconduct described in the below-listed SEC actions: ☐

- Amended Complaint, *SEC v. Terraform Labs Pte. Ltd., et al.*, 23-cv-1346 (JSR) (S.D.N.Y. Apr. 3, 2023), available here: https://www.sec.gov/files/terraform-labs-pte-ltd-amended-complaint.pdf
- In the Matter of Tai Mo Shan Ltd. Respondent., SEC Release No. 11349 (Dec. 20, 2024), available here: https://www.sec.gov/files/terraform-labs-pte-ltd-amended-complaint.pdf

By checking this box, I hereby authorize the Plan Administrator to share the information provided in this CLC Form with: (a) the Wind Down Trust, (b) the Advisory Board to the Wind Down Trust, and (c) the respective employees, agents, attorneys, and other advisors to the Wind Down Trust and the Advisory Board. The Plan Administrator may also share the information in this CLC Form with the SEC and any other government agency and may cite this information in proceedings related to my claim: ☐

By checking this box, I hereby certify under penalty of perjury that my CLC Form includes all information about my gains earned and losses suffered based on my underlying Eligible Loss Cryptocurrency, including all transactions involving Eligible Loss Cryptocurrency. I am aware that the failure to provide all information regarding my gains and losses across all crypto assets held by me could result in my claim being disqualified: ☐

By checking this box, I agree that the Plan Administrator may coordinate directly with the exchanges included in my CLC Form to verify evidence provided by claimants and, to the extent necessary, direct such exchanges to provide the relevant data to the Plan Administrator: ☐

Under penalty of perjury, I declare the foregoing statements to be true and correct to the best of my knowledge. (**Warning: A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**)

Print Name: _____

Sign Name: _____

Relationship to Claimant:

Self ☐ Entity Representative ☐ Legal Representative ☐ Attorney ☐ Authorized Agent ☐

Date: _____

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EXHIBIT 3

Bar Date Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	) Chapter 11
	)
TERRAFORM LABS PTE. LTD., *et al.*,[1]	) Case No. 24-10070 (BLS)
	)
Debtors.	) (Jointly Administered)
	)

NOTICE OF DEADLINE FOR THE FILING OF CRYPTO LOSS CLAIMS

TO:	**ALL PERSONS AND ENTITIES WHO MAY HAVE CLAIMS AGAINST ANY OF THE FOLLOWING DEBTOR ENTITIES:**

DEBTOR	**CASE NO.**
Terraform Labs Pte. Ltd.	24-10070
Terraform Labs Limited	24-11481

PLEASE TAKE NOTICE THAT:

On January 21, 2024 (the "Petition Date"), Terraform Labs Pte. Ltd. ("TFL"), filed a voluntary petition for relief under chapter 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). On July 1, 2024, (the "TLL Petition Date" and together with the Petition Date, the "Petition Dates"), Terraform Labs Limited ("TLL" and together with TFL, the "Post-Effective Date Debtors" and, prior to the Effective Date, the "Debtors") also filed a voluntary petition for relief under the Bankruptcy Code in the Bankruptcy Court.

On May 23, 2024, the Debtors filed the *Motion of Debtor for Entry of an Order (I) Establishing a General Bar Date to File Proofs of Claim, (II) Establishing a Bar Date to File Proofs of Claim by Governmental Units, (III) Establishing an Amended Schedules Bar Date, (VI) Establishing a Rejection Damages Bar Date, (V) Approving the Form and Manner for Filing Proofs of Claim, (VI) Approving the Form and Manner of Proposed Notice of Bar Dates, and (VII) Granting Related Relief* [Docket No. 349] (the "General Bar Date Motion") with the Bankruptcy Court. The General Bar Date Motion did not establish any bar date with respect to Crypto Loss Claims.

On September 20, 2024, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Second Amended Chapter 11 Plan of Liquidation of Terraform Labs Pte. Ltd. and Terraform Labs Limited* [Docket No. 734] (the "Confirmation Order"), confirming the *Second Amended Chapter 11 Plan of Liquidation of Terraform Labs Pte. Ltd. and Terraform Labs*

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[1]   The Post-Effective Date Debtors in these chapter 11 cases are: Terraform Labs Pte. Ltd. and Terraform Labs Limited. The Post-Effective Date Debtors' principal offices are located at 10 Anson Road, #10-10 International Plaza, Singapore 079903. The Plan Administrator of the Post-Effective Date Debtors is Todd R. Snyder. The Plan Administrator's principal office is located at 1251 Avenue of the Americas, New York, New York 10020.

Limited [Docket No. 717] (the "Plan").[2] The Plan, among other things, required that the Terraform Plan Administrator (the "Plan Administrator") establish procedures by which holders of Crypto Loss Claims may assert such claims.

On October 1, 2024, the Plan became effective (the "Effective Date") and, in accordance with its terms, all assets of the Debtors were transferred to the Terraform Wind Down Trust (the "Wind Down Trust").

On January 31, 2025 the Plan Administrator filed the *Motion of the Plan Administrator Seeking Entry of an Order (I) Setting the Bar Date for Filing Proofs of Claim on Account of Crypto Loss Claims, (II) Approving the Form of and Manner for Filing Proofs of Claim, (III) Approving Form and Manner of Notice Thereof, and (IV) Approving Related Procedures* [Docket No. 904], seeking approval of the Crypto Loss Claim Procedures (the "CLC Procedures"). On [_____], 2025 the Court entered an order [Docket No. ____] (the "CLC Bar Date Order") approving the CLC Procedures and establishing **April 30, 2025 at 11:59 p.m.** (prevailing Eastern Time) (the "CLC Bar Date") as the deadline by which parties holding Crypto Loss Claims against the Debtors must file proofs of claim.

As used in this Notice, the terms "entity," "persons," and "governmental units" are defined in sections 101(15), 101(41), and 101(27) of the Bankruptcy Code, respectively.

As used in this Notice, the term "claim" means, as to or against the Debtors and pursuant to section 101(5) of the Bankruptcy Code: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

I.   THE CLC BAR DATE

The CLC Bar Date Order establishes the following bar date for filing proofs of claim on account of Crypto Loss Claims in these chapter 11 cases.

> *a.*   ***CLC Bar Date.***   **April 30 at 11:59 p.m.** (prevailing Eastern Time), as the CLC Bar Date. The CLC Bar Date would be the date and time by which all holders of Crypto Loss Claims must submit Crypto Loss Claim Forms (the "CLC Form"), so that such CLC Forms are actually received by the Wind Down Trust's notice and claims agent, Kroll Restructuring Administration LLC ("Kroll") by the CLC Bar Date. The CLC Bar Date applies to all Crypto Loss Claims against the Debtors that arose or are deemed to have arisen before the Petition Date.

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[2]   Capitalized terms used but not defined herein have the meaning ascribed to them in the Plan or the CLC Procedures.

II.   WHO MUST FILE A PROOF OF CLAIM

Except as otherwise set forth herein, any entity holding an Eligible Crypto Loss Claim (as defined below) against the Debtors as of the Petition Date is required to file a Crypto Loss Claim. An Eligible Crypto Loss Claim is a Crypto Loss Claim that:

a.   stemmed from the purchase of or investment in Eligible Loss Cryptocurrency that (i) was purchased or otherwise acquired before the Second De-Peg and (ii) was rendered worthless or inaccessible as a result of the Second De-Peg and subsequent events leading up to the Petition Date;

b.   resulted in the loss of the claimant's own funds (*i.e.*, you suffered a financial loss);

c.   is reduced for the value received after the claimant's Eligible Loss Cryptocurrency was acquired and prior to the Petition Date; and

d.   is not subject to any of the exclusions included in the CLC Procedures.

An Eligible Crypto Loss Claim does **not** include:

a.   claims for Eligible Loss Cryptocurrency that was purchased on or transferred to the Terra Ecosystem after the Second De-Peg;

b.   all holdings on Terra 2.0 following the Second De-Peg, including all Airdropped Coins;

c.   tokens on the Terra Ecosystem that were recoverable in-kind; or

d.   any losses on account of coins borrowed from the Debtors or losses on assets provided to the claimants from the community pool or from a grant or investment from the Debtors.

II.   INSTRUCTIONS FOR FILING CRYPTO LOSS CLAIMS

The following requirements shall apply with respect to filing and preparing each proof of claim:

a.   **Part I: Identifying Information**: To complete Part I of the CLC Form, you must provide all requested claimant details and contact information. Claimants holding Multisig Wallets must submit a list of signatories (with each signatory's wallet address and contact email) and the wallet address of the Multisig Wallet. Please note that all correspondence will be sent to your provided email address.

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b. **Part II: Crypto Holdings and Evidentiary Support**: The CLC Form allows you to submit two types of evidence: (i) preferred evidence ("Preferred Evidence") and (ii) manual evidence ("Manual Evidence"). Preferred Evidence includes (a) your blockchain and/or wallet addresses, for Eligible Loss Cryptocurrency held on Verifiable Blockchains, and (b) read-only API Keys, for Eligible Loss Cryptocurrency held on other platforms or exchanges. Manual Evidence includes screenshots, excel logs, or PDFs generated by the applicable exchange showing account balances, transaction logs, and deposit logs. For the avoidance of doubt, Manual Evidence will not be accepted for Eligible Loss Cryptocurrency held on Verifiable Blockchains.

To complete Part II, you must provide evidentiary support for all Eligible Loss Cryptocurrency underlying your Crypto Loss Claim, across all exchanges and wallets on which you hold Eligible Loss Cryptocurrency.

Evidentiary Support:

 i. For any Eligible Loss Cryptocurrency held on a Verifiable Blockchain, you must provide the applicable blockchain(s) and wallet address(es). Manual Evidence will not be accepted to support claims for Eligible Loss Cryptocurrency held on Verifiable Blockchains.

 ii. For any Eligible Loss Cryptocurrency held on a non-Verifiable Blockchain, or on other platforms or exchanges, you must provide:

  (A) Preferred Evidence: To the extent an exchange supports read-only API Keys, it is ***strongly recommended*** that you provide the read-only API Key for each exchange on which you hold Eligible Loss Cryptocurrency.

  Please refer to **Schedule 3** to the CLC Procedures for links to several exchange's instructions on how to access and retrieve read-only API Keys.

  (B) Manual Evidence: If your Eligible Loss Cryptocurrency is (a) held on a blockchain that is not a Verifiable Blockchain, (b) held on an exchange or platform for which you choose not to provide a read-only API Key, or (c) held on an exchange or platform that does not support read-only API Keys, you must provide Manual Evidence to support your Crypto Loss Claim. For the avoidance of doubt, if all of your Eligible Loss Cryptocurrency is supported

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by Preferred Evidence in subsections (i) and (ii)(A) above, you do not need to submit any of the Manual Evidence requested in this subsection (ii)(B).

(C)   You must also provide documentation for any contracts (including insurance contracts), trade agreements, or other documents governing ownership or transfers of the Eligible Loss Cryptocurrency underlying your Eligible Crypto Loss Claim.

__If you choose to submit Manual Evidence to support portions of your Crypto Loss Claim for which a read-only API Key is available, or if you submit Manual Evidence because the applicable blockchain, platform, or exchange on which you held Eligible Loss Cryptocurrency does not support Preferred Evidence, your claim will not receive an Initial Determination on the expedited timeline set forth below and your claim will be subject to Individualized Review (as defined below). The Plan Administrator may take additional time to review your Crypto Loss Claim and provide an Initial Determination. Because Preferred Evidence (including read-only API Keys) is both likely to be (a) the most readily available evidentiary support for large exchanges and platforms and (b) the most accurate and reliable support for Crypto Loss Claims (because it cannot be manipulated or altered), the Plan Administrator may also determine that your Crypto Loss Amount should not be Allowed if you do not provide Preferred Evidence, especially if Preferred Evidence is available and you choose not to provide it. Specifically, the Plan Administrator is likely to seek to disallow your Crypto Loss Claim in whole or in part if you provide Manual Evidence instead of Preferred Evidence if Preferred Evidence is available, which determination will be subject to the dispute process set forth in Section V.c of the CLC Procedures.__

__It is strongly recommended that you submit read-only API Keys to support your Crypto Loss Claim in order to quickly verify your Crypto Loss Amount and provide quick distributions on account of your Allowed Crypto Loss Claim more quickly.__

The Plan Administrator reserves the right to coordinate directly with exchanges and other platforms to confirm the accuracy of the evidence provided by claimants. If any claimant fails to comply with these CLC Procedures, including (a) failure to provide all staking information and wallet addresses, (b) failure to disclose information that would reduce their claim, or (c) providing unverifiable data, the Plan Administrator will seek to disallow such claimant's claim in its entirety for insufficient documentation. Further, if it is discovered that any claimant had advance knowledge of the Debtors' actions giving rise to the judgment against the Debtors in the Final Judgment Against Defendants

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Terraform Labs Pte. Ltd. and Do Hyeong Kwon in the SEC Enforcement Action, the Plan Administrator will seek to subordinate or disallow such claimant's Crypto Loss Claim.

c.   **Part III: Supporting Documents for Claim**: To complete Part III, you must include all applicable supporting documentation and check the applicable boxes for the documents you are enclosing. Failure to provide supporting documentation may lead to your claim being disallowed. All applicable supporting documentation, including but not limited to any blockchain or wallet addresses, any read-only API Keys, and any account balance statements, transaction logs, and contracts or trade agreements governing ownership or transfer of the tokens must be attached to your CLC Form unless it is included in the CLC Form itself.

d.   **Part IV: Contributed Claims**: If you purchased your Eligible Loss Cryptocurrency and believe that you may have a claim against third parties (*i.e.*, any persons or entities other than the Debtors), then you have the option to irrevocably contribute such claims to the Wind Down Trust ("Contributed Claims"). In accordance with the Plan and the Wind Down Trust Agreement, the Plan Administrator will review your Contributed Claims and exercise his business judgment in determining whether to pursue such claim. Such claims may be adjudicated in litigation, binding arbitration, or another forum provided by law. If the Plan Administrator pursues your third-party claim, you may be asked to provide additional information and documents. A claimant's decision on whether to contribute any third-party claims to the Wind Down Trust will not affect the Plan Administrator's valuation or adjudication of their Crypto Loss Claim. Any proceeds of contributed claims that are included in distributions under the Plan will be distributed pro rata to all holders of Allowed Crypto Loss Claims and will not be made only to creditors who elected to contribute claims to the Wind Down Trust.

e.   **Part V: Certification**: To complete Part V and submit the CLC Form, you must certify under penalty of perjury that all statements you gave in the CLC Form were true and correct to the best of your knowledge. Your digital date stamped signature will be deemed an original signature.

f.   Miscellaneous Provisions.

    i.   Contents. Each CLC Form must: (i) be submitted in English; (ii) be fully complete using the CLC Form provided by the Wind Down Trust; (iii) include the supporting documentation requested by the CLC Form; and (iv) be digitally signed by the claimant or by an authorized agent or legal representative of the claimant.

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      ii.   <u>Online Portal Notifications</u>. By registering to submit an Eligible Crypto Loss Claim via the Online Portal, the Wind Down Trust can track claimants' progress and notify them of the status of their claim and/or request additional information.

      iii.   <u>Timely Service.</u> Each CLC Form must be filed, including supporting documentation, so as to be actually received through the Online Portal on or before the CLC Bar Date.

PROOFS OF CLAIM SUBMITTED BY PHYSICAL MAIL, FACSIMILE, OR ELECTRONIC MAIL WILL NOT BE ACCEPTED.

CONSEQUENCES OF FAILING TO TIMELY FILE YOUR PROOF OF CLAIM

Pursuant to the CLC Bar Date Order and pursuant to Bankruptcy Rule 3003(c)(2), if you or any party or entity who is required, but fails, to file an Eligible Crypto Loss Claim in accordance with the CLC Bar Date Order on or before the CLC Bar Date, please be advised that:

YOU WILL NOT RECEIVE ANY DISTRIBUTION IN THESE CHAPTER 11 CASES ON ACCOUNT OF THAT CLAIM.

RESERVATION OF RIGHTS

Nothing contained in this Notice is intended to or should be construed as a waiver of the Plan Administrator's right to: (a) dispute, or assert offsets or defenses against, any filed claim or any claim listed or reflected in the Schedules as to the nature, amount, liability, or classification thereof; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; and (c) otherwise amend or supplement the Schedules.

The Plan Administrator reserves the right to coordinate directly with exchanges and other platforms to verify the evidence provided by you. If you fail to comply with the CLC Procedures, including (a) failure to provide all staking information and wallet addresses or (b) failure to disclose information that would mitigate your claim, the Plan Administrator will disallow your claim in its entirety for insufficient documentation. Further, if it is discovered that you had advance knowledge of the Debtors' actions giving rise to the judgment against the Debtors in the Final Judgment Against Defendants Terraform Labs Pte. Ltd. and Do Hyeong Kwon in the SEC Enforcement Action, the Plan Administrator will seek to subordinate or disallow your Crypto Loss Claim.

PHISHING ATTEMPTS

PLEASE TAKE NOTICE that, if you see any suspicious website domains or receive any uncorroborated email, text message, or telephone calls purporting to be from the Plan Administrator or the Wind Down Trust or their advisors claiming that withdrawals are available or requesting account information, personal information, or payment, we request that you please immediately contact the Wind Down Trust's advisors by contacting Kroll at Terraforminfo@ra.kroll.com.

ADDITIONAL INFORMATION

Copies of the Crypto Loss Claim Bar Date Order, and other information regarding these chapter 11 cases are available for inspection free of charge on Epiq's website at https://dm.epiq11.com/case/terraform. Other filings in these chapter 11 cases also are available for a fee at the Court's website at http://www.deb.uscourts.gov. A login identification and password to the Court's Public Access to Court Electronic Records ("PACER") are required to access this information and can be obtained through the PACER Service Center at http://www.pacer.psc.uscourts.gov. Copies of other documents filed in these cases also may be examined between the hours of 9:00 a.m. and 4:30 p.m., prevailing Eastern Time, Monday through Friday, at the office of the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801.

If you require additional information regarding the filing of a proof of claim, you may call Kroll's toll-free helpline ((888) 341-7383 (US/Canada Toll Free) / +1 (646) 876-2651 (International)).

A HOLDER OF A POSSIBLE CRYPTO LOSS CLAIM AGAINST THE DEBTORS SHOULD CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS NOTICE, SUCH AS WHETHER THE HOLDER SHOULD FILE A CLC FORM.

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<u>EXHIBIT 4</u>

Publication Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	) Chapter 11
	)
TERRAFORM LABS PTE. LTD., *et al.*,[1]	) Case No. 24-10070 (BLS)
	)
Debtors.	) (Jointly Administered)
	)

NOTICE OF DEADLINE FOR THE FILING OF CRYPTO LOSS CLAIMS

**THE CRYPTO LOSS CLAIM BAR DATE IS APRIL 30, 2025 AT 11:59 P.M.
(PREVAILING EASTERN TIME)**

PLEASE TAKE NOTICE OF THE FOLLOWING:

Deadline for Filing Crypto Loss Claims.   On [_____] 2025, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order [Docket No. [____]] (the "CLC Bar Date Order") establishing a deadline for the filing of proofs of claim on account of Crypto Loss Claims in the chapter 11 cases of the Terraform Wind Down Trust on behalf of the jointly–administered estates of Terraform Labs Pte. Ltd., *et al.* (collectively, the "Post-Effective Date Debtors," and, prior to the Effective Date, the "Debtors").

TO:	ALL PERSONS AND ENTITIES WHO MAY HAVE CLAIMS AGAINST ANY OF THE FOLLOWING DEBTOR ENTITIES:	
	DEBTOR	**CASE NO.**
	Terraform Labs Pte. Ltd. ("TFL")	24-10070
	Terraform Labs Limited ("TLL")	24-11481

The CLC Bar Date.   Pursuant to the CLC Bar Date Order, ***all*** entities, including individuals, partnerships, estates, and trusts, who have a Crypto Loss Claim against the Debtors that arose before January 21, 2024 (the "Petition Date"), no matter how remote or contingent such right to payment or equitable remedy may be, MUST FILE A CLC FORM on or before ***April 30, 2025 at 11:59 p.m.*** (prevailing Eastern Time) (the "CLC Bar Date").

Filing a CLC Form.   Each CLC Form must be filed, including supporting documentation, so as to be ***actually*** ***received*** by the Wind Down Trust's notice and claims agent, Kroll Restructuring Administration ("Kroll"), on or before the CLC Bar Date electronically through the Online Portal available at claims.terra.money.

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[1]   The Post-Effective Date Debtors in these chapter 11 cases are: Terraform Labs Pte. Ltd. and Terraform Labs Limited. The Post-Effective Date Debtors' principal offices are located at 10 Anson Road, #10-10 International Plaza, Singapore 079903. The Plan Administrator of the Post-Effective Date Debtors is Todd R. Snyder. The Plan Administrator's principal office is located at 1251 Avenue of the Americas, New York, New York 10020.

Contents of CLC Form. Each CLC Form must be completed in its entirety in accordance with the CLC Procedures, including as follows:

Part I: Identifying Information: To complete Part I of the CLC Form, you must provide all requested claimant details and contact information. Claimants holding Multisig Wallets must submit a list of signatories (with each signatory's wallet address and contact email) and the wallet address of the Multisig Wallet. Please note that all correspondence will be sent to your provided email address.

Part II: Crypto Holdings and Evidentiary Support: The CLC Form allows you to submit two types of evidence: (i) preferred evidence ("Preferred Evidence") and (ii) manual evidence ("Manual Evidence"). Preferred Evidence includes (a) your blockchain and/or wallet addresses, for Eligible Loss Cryptocurrency held on Verifiable Blockchains, and (b) read-only API Keys, for Eligible Loss Cryptocurrency held on other platforms or exchanges. Manual Evidence includes screenshots, excel logs, or PDFs generated by the applicable exchange showing account balances, transaction logs, and deposit logs. For the avoidance of doubt, Manual Evidence will not be accepted for Eligible Loss Cryptocurrency held on Verifiable Blockchains.

To complete Part II, you must provide evidentiary support for all Eligible Loss Cryptocurrency underlying your Crypto Loss Claim, across all exchanges and wallets on which you hold Eligible Loss Cryptocurrency, in accordance with the CLC Procedures.

If you choose to submit Manual Evidence to support portions of your Crypto Loss Claim for which a read-only API Key is available, or if you submit Manual Evidence because the applicable blockchain, platform, or exchange on which you held Eligible Loss Cryptocurrency does not support Preferred Evidence, your claim will not receive an Initial Determination on the expedited timeline set forth below and your claim will be subject to Individualized Review (as defined below). The Plan Administrator may take additional time to review your Crypto Loss Claim and provide an Initial Determination. Because Preferred Evidence (including read-only API Keys) is both likely to be (a) the most readily available evidentiary support for large exchanges and platforms and (b) the most accurate and reliable support for Crypto Loss Claims (because it cannot be manipulated or altered), the Plan Administrator may also determine that your Crypto Loss Amount should not be Allowed if you do not provide Preferred Evidence, especially if Preferred Evidence is available and you choose not to provide it. Specifically, the Plan Administrator is likely to seek to disallow your Crypto Loss Claim in whole or in part if you provide Manual Evidence instead of Preferred Evidence if Preferred Evidence is available, which determination will be subject to the dispute process set forth in Section V.c of the CLC Procedures.

It is strongly recommended that you submit read-only API Keys to support your Crypto Loss Claim in order to quickly verify your Crypto Loss Amount and provide quick distributions on account of your Allowed Crypto Loss Claim more quickly.

Part III: Supporting Documents for Claim: To complete Part III, you must include all applicable supporting documentation and check the applicable boxes for the documents you are enclosing. Failure to provide supporting documentation may lead to your claim being disallowed. All applicable supporting documentation, including but not limited to any blockchain or wallet addresses, any read-only API Keys, and any account balance statements, transaction logs, and

contracts or trade agreements governing ownership or transfer of the tokens must be attached to your CLC Form unless it is included in the CLC Form itself.

Part IV: Contributed Claims: If you purchased your Eligible Loss Cryptocurrency and believe that you may have a claim against third parties (*i.e.*, any persons or entities other than the Debtors), then you have the option to irrevocably contribute such claims to the Wind Down Trust ("Contributed Claims"). In accordance with the Plan and the Wind Down Trust Agreement, the Plan Administrator will review your Contributed Claims and exercise his business judgment in determining whether to pursue such claim. Such claims may be adjudicated in litigation, binding arbitration, or another forum provided by law. If the Plan Administrator pursues your third-party claim, you may be asked to provide additional information and documents. A claimant's decision on whether to contribute any third-party claims to the Wind Down Trust will not affect the Plan Administrator's valuation or adjudication of their Crypto Loss Claim. Any proceeds of contributed claims that are included in distributions under the Plan will be distributed pro rata to all holders of Allowed Crypto Loss Claims and will not be made only to creditors who elected to contribute claims to the Wind Down Trust.

Part V: Certification: To complete Part V and submit the CLC Form, you must certify under penalty of perjury that all statements you gave in the CLC Form were true and correct to the best of your knowledge. Your digital date stamped signature will be deemed an original signature.

Miscellaneous Provisions:

Contents. Each CLC Form must: (i) be submitted in English; (ii) be fully complete using the CLC Form provided by the Wind Down Trust; (iii) include the supporting documentation requested by the CLC Form; and (iv) be digitally signed by the claimant or by an authorized agent or legal representative of the claimant.

Online Portal Notifications. By registering to submit an Eligible Crypto Loss Claim via the Online Portal, the Wind Down Trust can track claimants' progress and notify them of the status of their claim and/or request additional information.

Timely Service. Each CLC Form must be filed, including supporting documentation, so as to be ***actually*** ***received*** through the Online Portal on or before the CLC Bar Date.

Phishing Attempts. If you see any suspicious website domains or receive any uncorroborated email, text message, or telephone calls purporting to be from the Plan Administrator or the Wind Down Trust or their advisors claiming that withdrawals are available or requesting account information, personal information, or payment, we request that you please immediately contact the Wind Down Trust's advisors by contacting Kroll at Terraforminfo@ra.kroll.com.

Additional Information. If you require additional information regarding the filing of a CLC Form, you may contact the Wind Down Trust's claims agent for Crypto Loss Claims, Kroll, by calling Kroll's toll-free helpline at: (888) 341-7383 (U.S. & Canada) or +1 (646) 876-2651 (International), or via email at Terraforminfo@ra.kroll.com. ***Please note*** that Kroll ***cannot*** offer legal advice or advise whether you should file a proof of claim.

If you require additional information regarding the filing of an Eligible Crypto Loss Claim, you may call Kroll's toll-free helpline (888) 341-7383 (US/Canada Toll Free) / +1 (646) 876-2651 (International).

A HOLDER OF A POSSIBLE CRYPTO LOSS CLAIM AGAINST THE DEBTORS SHOULD CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS NOTICE, SUCH AS WHETHER THE HOLDER SHOULD FILE A CLC FORM.

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