

[English Translation for Reference Purposes Only]

December 15, 2021

To whom it may concern:

Rehabilitation Debtor: MtGox Co., Ltd.  
Rehabilitation Trustee: Nobuaki Kobayashi,  
Attorney-at-law

## **Notice regarding Provision of MGIF Collateral**

### **1. Provision of MGIF Collateral**

The rehabilitation plan which the Rehabilitation Trustee had filed with the Tokyo District Court and regarding which the confirmation order of the Tokyo District Court became final and binding as of November 16, 2021 (the “**Rehabilitation Plan**”) provides that, in the case where the final repayment rate is lower than the early lump-sum repayment rate, Mt Gox Investment Fund LP (“**MGIF**”) has agreed to subordinate repayments for the rehabilitation claims held by MGIF as of December 15, 2020 to repayments for other rehabilitation claims in order to make up for the shortfall in repayment resources (the “**Subordination Arrangement**”).

On the other hand, in lieu of the Subordination Arrangement, pursuant to the stipulations of the Rehabilitation Plan, MGIF may (i) agree to undertake the duty to pay the amount of yen set forth in the Rehabilitation Plan to the Rehabilitation Trustee to make up for the shortfall in repayment resources in the case where the final repayment rate is lower than the early lump-sum repayment rate (“**MGIF’s Duty**”), and (ii) provide cash (yen) and/or cash (yen) equivalents as collateral to secure MGIF’s Duty (“**MGIF Collateral**”).

The Rehabilitation Trustee hereby announces that MGIF expressed its intent to undertake MGIF’s Duty under (i) above as of December 1, 2021, and Sumitomo Mitsui Banking Corporation (“**SMBC**”) delivered the agreement concerning letter of credit (the “**Agreement**”), which is detailed in 2. below, as MGIF Collateral as of December 2, 2021.

### **2. Overview of MGIF Collateral (the Agreement)**

The Agreement mainly provides that, on the condition that required documents stipulated in the Agreement are submitted, the Rehabilitation Trustee is entitled to be issued a letter of credit (the “**L/C**”) from SMBC by which the Rehabilitation Trustee may request SMBC to pay the amount equivalent to MGIF’s Duty.

The Rehabilitation Trustee is entitled to be paid the full amount of MGIF’s Duty in yen from SMBC within five business days after presentation of (i) the documents required under the L/C and (ii) the original L/C.

MGIF was required to obtain the permission of the Tokyo District Court and the consent of the Rehabilitation Trustee to provide the Agreement as MGIF Collateral under the Rehabilitation Plan because the Agreement is not cash (yen). Therefore, MGIF obtained the permission of the Tokyo District Court and the Rehabilitation Trustee

consented to the Agreement as MGIF Collateral because the Rehabilitation Trustee considered that the Agreement falls under cash (yen) equivalents.

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