UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re: CHROME HOLDING CO. (f/k/a 23ANDME HOLDING CO.),[1] Wind-Down Debtor.	Case No. 25-40976-357 Chapter 11

STIPULATION AND AGREED ORDER BY AND BETWEEN THE PLAN ADMINISTRATION TRUST AND CONVERGE TECHNOLOGY SOLUTIONS US, LLC REGARDING THE CONVERGE CLAIMS AND CONVERGE APPLICATION

This stipulation and agreed order (the "Stipulation")[2] is made this 4th day of March 2026 by and between (a) the Plan Administration Trust[3] on behalf of the wind-down debtor in the above-captioned case (following the effective date of the Plan, the "Wind-Down Debtor" and, prior to the effective date of the Plan, the "Debtor," and together with its affiliated debtors, the "Debtors") and (b) Converge Technology Solutions US, LLC (on behalf of itself and its affiliates, "Converge" and, together with the Plan Administration Trust, the "Parties"). The Parties stipulate and agree as follows:

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[1] The Wind-Down Debtor's service address for purposes of these chapter 11 cases is: 490 Post St., Suite 500 PMB 2065, San Francisco, CA 94102, United States.

[2] Article VI of the Plan (as defined below) provides that "the Plan Administration Trust, and the Representatives, as applicable, shall have the sole authority to . . . (c) settle or compromise any Disputed Claim or Interest without any further notice to or action, Order, or approval by the Bankruptcy Court . . . ." Accordingly, the Parties submit that pursuant to Article VI of the Plan, the Parties can enter into this Stipulation and settle the Converge Claims (as defined below) and the Converge Application (as defined below) without Court (as defined below) approval but are filing this Stipulation with the Court to provide certainty to the Parties. The Plan Administration Trust reserves all rights under Article VI of the Plan, including the right to settle or compromise any Disputed Claim or Interest without any further notice to or action, Order, or approval by the Court (as defined below).

[3] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the *Modified Fifth Amended Joint Plan of Chrome Holding Co. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1655] (the "Plan").

WHEREAS, on March 23, 2025, the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Missouri (the "Court");

WHEREAS, on December 1, 2025, the Court entered an order [Docket No. 1662] (the "Confirmation Order") confirming the Plan. On December 5, 2025, the Court entered an amended version of the Confirmation Order [Docket No. 1696];

WHEREAS, on December 9, 2025, the Wind-Down Debtor filed a notice [Docket No. 1709], disclosing that the effective date of the Plan occurred on December 5, 2025;

WHEREAS, Converge was a prepetition vendor of the Debtors that contracted with the Debtors to re-sell certain IT and data storage services provided by certain third-party service providers;

WHEREAS, on September 3, 2025, the Court entered the *Order (I) Authorizing Rejection of Certain Executory Contracts Effective as of the Rejection Effective Date, and (II) Granting Related Relief* [Docket No. 1216] authorizing the Debtors to reject certain contracts by and between the Debtors and Converge effective as of August 21, 2025;

WHEREAS, Converge has filed prepetition and administrative claims against the Debtors and/or Wind-Down Debtors, as applicable, in the chapter 11 cases in an aggregate amount of not less than $32,367,835.34 (collectively, the "Converge Claims");[4]

WHEREAS, the Wind-Down Debtor and the Plan Administration Trust as applicable, dispute certain of the Converge Claims;

WHEREAS, on November 26, 2025, Converge filed the *Application of Converge*

[4] Claim Nos. 128306, 258954, and 26033. The Converge Claims also include the scheduled claim identified as Scheduled Claim No. 965013.

Technology Solutions US LLC for Allowance and Immediate Payment With Interest of Administrative Expense Claims Under 11 U.S.C. § 503 [Docket No. 1641] (the "Converge Application"), seeking allowance and immediate payment of certain of the Converge Claims;

WHEREAS, on January 13, 2026, the Wind-Down Debtor filed the *Wind-Down Debtors' Objection to the Application of Converge Technology Solutions US, LLC for Allowance and Immediate Payment With Interest of Administrative Expense Claims Under 11 U.S.C. § 503* [Docket No. 1807];

WHEREAS, during a hearing held on January 20, 2026, the Court continued the Converge Application to a hearing to take place on February 17, 2026, and subsequently further continued the Converge Application to a hearing to take place on March 18, 2026; and

WHEREAS, the Parties have engaged in good faith, arm's length negotiations on the terms of a settlement of the Converge Claims and the Converge Application and have determined that it is in their best interests to enter into this Stipulation on the terms set forth herein.

NOW, IT IS THEREFORE STIPULATED AND AGREED, AND UPON APPROVAL BY THE COURT OF THIS STIPULATION AS INDICATED BELOW, IT IS SO ORDERED AS FOLLOWS:

1. The foregoing recitals are incorporated herein by reference.

2. Within 10 calendar days of the Court entering an order approving this Stipulation, which order has become final and non-appealable, the Plan Administration Trust shall pay $6,107,728.58 to Converge (the "Settlement Amount") in full and final satisfaction of the Converge Claims. A detailed breakdown of the Settlement Amount is set forth on **Exhibit A** hereto.

3. Pursuant to this Stipulation (a) the Converge Claims shall be deemed an allowed consolidated administrative expense claim in an amount equal to the Settlement Amount;

(b) Converge shall withdraw the Converge Application from the Court's docket no later than three calendar days after the Plan Administration Trust pays the Settlement Amount to Converge; (c) upon the Plan Administration Trust's payment of the Settlement Amount to Converge, the Converge Claims shall be deemed satisfied in full; and (d) the Notice and Claims Agent is authorized to update the Claims Register to reflect the terms of this Stipulation. For the avoidance of doubt, any amounts of the Converge Claims in excess of the Settlement Amount will be deemed disallowed.

4. Converge agrees that payment of the Settlement Amount shall be a complete and final resolution of all amounts owed by the Debtors, Wind-Down Debtors, and/or the Plan Administration Trust, as applicable, under any and all contracts between the Debtors and Converge, including, but not limited to, that certain Private Pricing Term Sheet dated as of June 20, 2024 by and between Converge and ChromeCo, Inc. (f/k/a 23andMe, Inc.) whether arising now or in the future.

5. The Plan Administration Trust's rights to seek reimbursement from any third-party for amounts paid to Converge, including, without limitation, 23andMe Research Institute (f/k/a TTAM Research Institute), are expressly preserved, and Converge shall use commercially reasonable efforts to cooperate with the Plan Administration Trust in seeking such reimbursement from any third-party for any amounts paid to Converge.

6. The Plan Administration Trust shall indemnify Converge in an amount up to $489,468.56 on account of any charges or other amounts Okta, Inc. ("Okta") seeks to collect from Converge after the date hereof on account of the Okta charge included on invoice number INV-0279825 billed by Converge to the Debtors; *provided* that (a) Converge provides the Plan Administration Trust with reasonable documentation evidencing any such amounts in advance of

or in connection with seeking such indemnification from the Plan Administration Trust (including, for the avoidance of doubt, documentation evidencing that Converge has actually paid such amounts to Okta), (b) Converge must seek any such indemnification prior to the dissolution of the Plan Administration Trust in accordance with the Plan and the Plan Administration Trust Agreement, and (c) within ten business days prior to making any payment to Okta, Converge must inform the Plan Administration Trust that Okta has made a written demand for payment and the Plan Administration Trust, upon consultation with the GUC Representative and the Equity Representative, reserves the right to challenge such demand or seek repayment from Okta at the Plan Administration Trust's sole cost and expense.

7. This Stipulation may be signed in counterparts and signatures may be delivered by fax or email, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. Each Party who executes this Stipulation on behalf of a Party hereto represents that he or she is duly authorized to execute this Stipulation on behalf of such Party.

8. Each Party represents and warrants to the other Party that it has: (a) entered into this Stipulation freely and voluntarily and with full knowledge of its significance; and (b) been represented by counsel of its own choice in the negotiation, drafting, and execution of this Stipulation.

9. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or otherwise, the terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

10. The Court shall retain exclusive jurisdiction to hear any matters or disputes arising from or relating to this Stipulation. Any request for relief brought before the Court to resolve a

dispute arising from or related to this Stipulation, and the matters agreed to herein, shall be brought on proper notice and in accordance with the relevant Bankruptcy Rules and the Local Rules.

Dated: [●], 2026
St. Louis, Missouri

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UNITED STATES BANKRUPTCY JUDGE

AGREED AS REFLECTED BELOW:

Dated: March 4, 2026

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- and -

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Counsel for Converge Technology Solutions US, LLC

Exhibit A

Invoice Number	Invoice Date	Invoice Amount	Proposed Settlement Payment Amount
INV-0239186	1/28/25	$460,352.00	$460,352.00
INV-0248296	3/14/25	$13,051.41	$13,051.41
INV-0250430	3/25/25	$670,705.53	$670,705.53
INV-0250431	3/25/25	$738,722.81	$738,722.81
INV-0255785	4/17/25	$8,654.78	$8,654.78
INV-0256791	4/25/25	$650,965.67	$650,965.67
INV-0286232	9/6/25	$219,116.59	$0
INV-0286470	9/28/25	$3,394.10	$3,394.10
INV-MRLSPPA	9/26/25	$983,755.47	$860,552.70
INV-RECVPPA	9/26/25	$24,593,886.81	$491,000.00
INV-0268601	6/25/25	$762,336.84	$762,336.84
INV-0274979	7/30/2025	$732,558.00	$732,558.00
INV-0279825	8/25/25	$1,188,954.99	$699,486.43
INV-0277027	9/6/25	$9,524.57	$9,524.57
INV-0286230	9/26/25	$1,325,432.03	$0
INV-0286469	9/28/25	$6,423.74	$6,423.74
Total: $6,107,728.58			