SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 5)*

Silvia, Inc.

(Name of Issuer)

Common Stock, $0.001 par value per share

(Title of Class of Securities)

(CUSIP Number)

Anthony Pompliano
600 Lexington Avenue, Floor 2,
New York, NY, 10022
415-515-7301

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

11/05/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Anthony Pompliano
2	Check the appropriate box if a member of a Group (See Instructions)

☐ (a)
☐ (b)

3 SEC use only

Source of funds (See Instructions)

4 PF, OO

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5 ☐

Citizenship or place of organization

6 UNITED STATES

Number of Shares Beneficially Owned by Each Reporting Person With:

7 Sole Voting Power
298,000.00

8 Shared Voting Power
14,803,020.00

9 Sole Dispositive Power
298,000.00

10 Shared Dispositive Power
14,349,594.00

Aggregate amount beneficially owned by each reporting person

11 15,101,020.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12 ☐

Percent of class represented by amount in Row (11)

13 20.0 %

Type of Reporting Person (See Instructions)

14 IN

Comment for Type of Reporting Person: Based on 75,402,395 shares of Common Stock outstanding as of October 28, 2026, as confirmed by the Issuer's transfer agent. The amount in Row (9) excludes the Escrow Shares (as defined herein) and the amounts in Rows (7) through (11) exclude the Earnout Shares (as defined herein). See Item 5.

SCHEDULE 13D

CUSIP No.

Name of reporting person

1 Inflection Points Inc, d/b/a Professional Capital Management

Check the appropriate box if a member of a Group (See Instructions)

2 ☐ (a)
☐ (b)

3 SEC use only

Source of funds (See Instructions)

4 OO

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5 ☐

6	Citizenship or place of organization	DELAWARE
Number of Shares Beneficially Owned by Each Reporting Person With:	7 Sole Voting Power	0.00
	8 Shared Voting Power	14,803,020.00
	9 Sole Dispositive Power	0.00
	10 Shared Dispositive Power	14,349,594.00
11	Aggregate amount beneficially owned by each reporting person	14,803,020.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)	☐
13	Percent of class represented by amount in Row (11)	19.6 %
14	Type of Reporting Person (See Instructions)	CO

Comment for Type of Reporting Person: Based on 75,402,395 shares of Common Stock outstanding as of October 28, 2026, as confirmed by the Issuer's transfer agent. The amounts in Rows (7) through (11) exclude the Earnout Shares (as defined herein). See Item 5.

SCHEDULE 13D

Item 1.	Security and Issuer	
(a)	Title of Class of Securities:	Common Stock, $0.001 par value per share
(b)	Name of Issuer:	Silvia, Inc.
(c)	Address of Issuer's Principal Executive Offices:	600 Lexington Avenue, Floor 2, New York, NEW YORK , 10022.
Item 2.	Identity and Background	
(a)		This Schedule 13D is filed jointly by (i) Anthony Pompliano, an individual resident of the State of New York, and (ii) Professional Capital Management, a Delaware corporation, pursuant to their agreement to the joint filing of this Schedule 13D, which is filed as Exhibit 1 hereto. The name, position with Professional Capital Management, present principal occupation or employment, business address and citizenship of each director and executive officer of Professional Capital Management, and of Mr. Pompliano as its controlling person, are set forth on Exhibit 9, Schedule A ("Schedule A") hereto, which is incorporated herein by reference.
(b)		The address of the principal business and principal office of each of the Reporting Persons is 600 Lexington Avenue, Floor 2, New York, New York 10022.
(c)		Mr. Pompliano's principal occupation is serving as Chairman and Chief Executive Officer of the Issuer, the principal business address of which is set forth in Item 1(c). Mr. Pompliano is also the Chief Executive Officer and a director of Professional Capital Management and, as its majority stockholder, is the controlling person of Professional Capital Management. The principal business of Professional Capital Management is serving as an investment firm focused on building and funding companies that solve important problems in society.
(d)		During the last five years, neither of the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the persons listed on Schedule A, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, neither of the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the persons listed on Schedule A, has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which it or such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Mr. Pompliano is a citizen of the United States. Professional Capital Management is a Delaware corporation. The citizenship of each person listed on Schedule A is set forth therein.

Item 3. Source and Amount of Funds or Other Consideration

Mr. Pompliano's Direct Holdings. On December 17, 2025, Mr. Pompliano acquired 298,000 shares of Common Stock through an open market purchase using his personal funds. Business Combination. On December 5, 2025, Professional Capital Management acquired 10,562,500 shares of Common Stock in exchange for the 9,500,000 common units and 850,000 preferred units of ProCap BTC, LLC ("ProCap") held by it, pursuant to the Business Combination Agreement, dated June 23, 2025, as amended (the "BCA"), by and among ProCap, Columbus Circle Capital Corp I ("CCCM"), Professional Capital Management, the Issuer and certain other parties thereto (the "Business Combination"), as described in the Issuer's Registration Statement on Form S-4 (File No. 333-290365), which became effective on November 8, 2025. Silvia Merger. On April 6, 2026 (the "Closing Date"), Professional Capital Management acquired 3,787,094 shares of Common Stock (the "Closing Shares") pursuant to the Agreement and Plan of Merger, dated as of February 9, 2026 (the "Silvia Merger Agreement"), by and among the Issuer, Silvia Merger Sub, Inc., a Delaware corporation and direct wholly-owned subsidiary of the Issuer ("Silvia Merger Sub"), CFO Silvia, Inc, a Delaware corporation ("CFO Silvia"), Professional Capital Management, Shain Noor ("Noor"), and Noor, solely in his capacity as the stockholder representative (in such capacity, the "Stockholder Representative"). Pursuant to the Silvia Merger Agreement, Silvia Merger Sub merged with and into CFO Silvia on the Closing Date, with CFO Silvia surviving as a direct wholly-owned subsidiary of the Issuer (the "Silvia Merger"). In connection with the Silvia Merger, 453,426 shares of Common Stock (the "Escrow Shares" and, together with the Closing Shares, the "Silvia Merger Shares") were also issued into an escrow account (the "Escrow Account") for the benefit of Professional Capital Management pursuant to an Escrow Agreement, dated as of April 6, 2026 (the "Escrow Agreement"), described in Item 6. Professional Capital Management also has the contingent right to receive up to 4,534,265 shares of Common Stock as earnout consideration under the Silvia Merger Agreement (the "Earnout Shares") upon the satisfaction of the conditions described in Item 6. Changes in Percentage Ownership. The changes in the Reporting Persons' percentage ownership reported in Amendment No. 2, Amendment No. 3 and Amendment No. 4 resulted from reductions in the number of shares of Common Stock outstanding due to repurchases of Common Stock by the Issuer, and not from any acquisition of Common Stock by the Reporting Persons. Correction of Prior Statements. Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 to the Schedule 13D stated that the Reporting Persons did not have voting or dispositive power over the Escrow Shares and excluded the 453,426 Escrow Shares from the shares of Common Stock reported as beneficially owned by the Reporting Persons. As a result of a recordkeeping error by the Issuer, the Escrow Shares were not reflected in the Reporting Persons' holdings, and those statements were incorrect. As described in Item 5, the Reporting Persons beneficially own the Escrow Shares and share the power to direct the vote of the Escrow Shares. The Reporting Persons do not have the power to dispose or to direct the disposition of the Escrow Shares while they are held in the Escrow Account. This Amendment No. 5 corrects the prior statements and reports the Escrow Shares as beneficially owned by the Reporting Persons. No funds were used by the Reporting Persons in connection with the Escrow Shares, and no shares of Common Stock were acquired by the Reporting Persons in connection with the event requiring the filing of this Amendment No. 5. To the knowledge of the Reporting Persons, (i) Ms. Abbey acquired the 12,500 shares of Common Stock beneficially owned by her through equity awards associated with a 2025 consulting agreement between Ms. Abbey and Procap prior to her recent appointment as Interim Chief Financial Officer of the Issuer and (ii) Ms. Popova acquired the 50.90 shares of Common Stock beneficially owned by her through personal funds on the open market. Specifically, Ms. Popova purchased 5.90 shares of Common Stock in July 2026, 11 shares of Common Stock in September 2026, 22 shares of Common Stock in October 2026, and 12 shares of Common Stock in November 2026.

Item 4. Purpose of Transaction

The Reporting Persons acquired their securities of the Issuer for investment purposes. Mr. Pompliano is the Chairman and Chief Executive Officer of the Issuer and the Chief Executive Officer of Professional Capital Management and, as a result, may have influence over the corporate activities of the Issuer. In his capacity as Chairman and Chief Executive Officer of the Issuer, Mr. Pompliano participates in the Issuer's decisions with respect to matters described in Item 4 of Schedule 13D, including the Issuer's share repurchase program. The Reporting Persons have not participated in the Issuer's share repurchase program. Pursuant to the Silvia Merger Agreement, for a period of two (2) years following the Closing Date, Professional Capital Management is prohibited from participating in any repurchase by the Issuer of Common Stock. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Subject to the agreements described in Item 6, the Issuer's policies applicable to its directors and officers and applicable law, the Reporting Persons may in the future acquire additional securities of the Issuer, including upon the release of the Escrow Shares from the Escrow Account, the issuance of any Earnout Shares or the receipt of compensation by Mr. Pompliano for his services to the Issuer, or dispose of some or all of the securities of the Issuer beneficially owned by them, including by surrendering or selling shares of Common Stock to the Issuer to satisfy tax withholding obligations, or take any other available course of action. Except as set forth in this Item 4, neither the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the persons listed on Schedule A, has any present plans or proposals that relate to or would result in any of the matters set forth in clauses (a)

through (j) of Item 4 of Schedule 13D. The Reporting Persons specifically reserve the right to change their intentions with respect to any or all of such matters.

Item 5. Interest in Securities of the Issuer

(a) The Reporting Persons beneficially own an aggregate of 15,101,020 shares of Common Stock, representing approximately 20.02% of the outstanding Common Stock, consisting of (i) 298,000 shares of Common Stock held directly by Mr. Pompliano, (ii) 14,349,594 shares of Common Stock held by Professional Capital Management and (iii) the 453,426 Escrow Shares, which are held in the Escrow Account for the benefit of Professional Capital Management. Mr. Pompliano is the Chief Executive Officer of Professional Capital Management and maintains beneficial ownership, including voting and dispositive control, over the shares of Common Stock held by Professional Capital Management, and may be deemed to share beneficial ownership of the Escrow Shares. Professional Capital Management beneficially owns 14,803,020 shares of Common Stock, representing approximately 19.63% of the outstanding Common Stock, consisting of the 14,349,594 shares of Common Stock held by it and the 453,426 Escrow Shares. The percentages set forth in this Item 5 and in Row (13) of the cover pages of this Amendment No. 5 are based on 75,402,395 shares of Common Stock outstanding as of October 28, 2026, as reported by the Issuer's transfer agent; the percentages in Row (13) are rounded to the nearest tenth of one percent in accordance with the instructions to the cover page. The Escrow Shares are issued and outstanding and are included in such number of outstanding shares of Common Stock. The shares of Common Stock reported as beneficially owned by the Reporting Persons do not include any Earnout Shares. The Earnout Shares have not been issued, and their issuance is subject to the satisfaction of the trading price condition described in Item 6, which has not been satisfied. Accordingly, the Reporting Persons do not have the right to acquire any Earnout Shares within sixty (60) days of the date of this Amendment No. 5. As described in Item 3, the Schedule 13D, as amended through Amendment No. 4, incorrectly reported that the shares of Common Stock beneficially owned by the Reporting Persons excluded the 453,426 Escrow Shares and that the Reporting Persons did not have voting or dispositive power over the Escrow Shares. Under Section 1.3(a) of the Escrow Agreement, until the Escrow Shares are released from the Escrow Account, the applicable equityholders are the beneficial owners of their respective portions of the escrowed shares and possess all rights with respect to such shares other than the right of possession or transfer, and under Section 1.3(b) of the Escrow Agreement, the Stockholder Representative directs the voting of the escrowed shares on behalf of the equityholders. Accordingly, the Reporting Persons beneficially own the Escrow Shares, and this Amendment No. 5 reports the Escrow Shares as beneficially owned by the Reporting Persons. The increase in the Reporting Persons' reported beneficial ownership does not reflect any acquisition of shares of Common Stock by the Reporting Persons. To the knowledge of the Reporting Persons, (i) Ms. Abbey beneficially owns 12,500 shares of Common Stock, representing less than 1% of the outstanding Common Stock, as to which she has sole voting and dispositive power, as reported on her Form 3 filed with the SEC on October 28, 2026, (ii) Ms. Popova beneficially owns 50.9 shares of Common Stock, representing less than 1% of the outstanding Common Stock, as to which she has sole voting and dispositive power, and (iii) Mr. Spellman does not beneficially own any shares of Common Stock. The shares of Common Stock beneficially owned by Ms. Abbey and Ms. Popova are not included in the amounts reported as beneficially owned by the Reporting Persons in this Schedule 13D.

(b) Mr. Pompliano has the sole power to vote or to direct the vote, and the sole power to dispose or to direct the disposition, of the 298,000 shares of Common Stock held directly by him. Mr. Pompliano and Professional Capital Management share the power to vote or to direct the vote, and the power to dispose or to direct the disposition, of the 14,349,594 shares of Common Stock held by Professional Capital Management, and share the power to direct the vote of the 453,426 Escrow Shares, which power is exercised through the Stockholder Representative pursuant to Section 1.3(b) of the Escrow Agreement. The Reporting Persons do not have the power to dispose or to direct the disposition of the Escrow Shares while they are held in the Escrow Account. Such shares are set forth in Rows (7) through (10) of the cover pages of this Amendment No. 5.

(c) Except as described in this Amendment No. 5, neither the Reporting Persons nor, to the knowledge of the Reporting Persons, any of the persons listed on Schedule A, has effected any transactions in shares of Common Stock during the past sixty (60) days.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The information set forth in Items 3, 4 and 5 is incorporated by reference into this Item 6. Compensation. As the Chairman and Chief Executive Officer of the Issuer, Mr. Pompliano has received and may in the future receive compensation in the form of Common Stock, options or other securities convertible into Common Stock. Business Combination Registration Rights Agreement. Professional Capital Management is a party to an amended and restated registration rights agreement, dated December 5, 2025, by and among CCCM, the Issuer, Professional Capital Management, Jeffery Park (collectively with Professional Capital Management, the "ProCap Holders") and Columbus Circle I Sponsor Corp LLC, a Delaware limited liability company (the "Sponsor"), pursuant to which the registration rights agreement, dated as of May 15, 2025, by and among CCCM, the Sponsor and the underwriters in CCCM's initial public offering was assumed by the Issuer and provides the ProCap Holders with registration rights covering, among other securities, the shares of Common Stock. Silvia Merger Agreement. Pursuant to the Silvia Merger Agreement, an aggregate of 900,000 shares of Common Stock, including the Escrow Shares, were deposited into the Escrow Account, to be held for 12 months following the Closing Date to secure the indemnification obligations of the former equityholders of CFO Silvia under Article VIII of the Silvia Merger Agreement. The Silvia Merger Agreement also provides for the issuance of up to 9,000,000 shares of Common Stock as earnout consideration to the former equityholders of CFO Silvia, of which up to 4,534,265 are allocable to Professional Capital Management, if, during

the five-year period following the Closing Date, the volume-weighted average trading price of the Common Stock over a specified ten-day period equals or exceeds $9.00 per share (subject to adjustment). For a period of two (2) years following the Closing Date, Professional Capital Management is prohibited from participating in any repurchase by the Issuer of Common Stock. Silvia Merger Lock-Up Agreement. In connection with the Silvia Merger, Professional Capital Management entered into a lock-up agreement with the Issuer (the "Silvia Merger Lock-Up Agreement"), pursuant to which the Silvia Merger Shares are subject to transfer restrictions for a period ending on the later of (A) the six-month anniversary of the Closing Date and (B) the date on which the price of the Common Stock equals or exceeds $9.00 per share (subject to adjustment for stock dividends, splits and similar recapitalizations). Any Earnout Shares received pursuant to the Silvia Merger Agreement are subject to a six-month lock-up following the Earnout Release Date (as defined in the Silvia Merger Agreement). The Silvia Merger Lock-Up Agreement contains customary exceptions for transfers to affiliates, family members and trusts and for tax obligations, among others. Silvia Merger Registration Rights Agreement. In connection with the Silvia Merger, Professional Capital Management also entered into a registration rights agreement with the Issuer (the "Registration Rights Agreement"), pursuant to which the Issuer agreed to register the resale of the Silvia Merger Shares and the Earnout Shares, if issued. Pursuant to the Registration Rights Agreement, a majority-in-interest of the then outstanding Registrable Securities (as defined in the Registration Rights Agreement) may make a written demand for registration of all or part of their Registrable Securities as soon as practicable, but not more than 45 days after the Issuer's receipt of the demand for registration. The Issuer will not be obligated to effect more than three registrations pursuant to a demand registration. Professional Capital Management may at any time request in writing that the Issuer register the resale of any or all of the Registrable Securities on Form S-3 or any similar short-form registration statement within 30 days; provided, however, that the Issuer will not be obligated to effect such request through an underwritten offering or if Form S-3 is not available. The Registration Rights Agreement also provides customary piggyback registration rights (subject to underwriter cutbacks) and allows the Issuer to postpone or withdraw the filing or effectiveness of a piggyback registration at any time in its sole discretion. The Registration Rights Agreement also permits the Issuer, if in its good faith judgment a registration would be seriously detrimental to the Issuer, to defer such filing for a period of not more than 30 days; provided, however, that the Issuer will not defer its obligation in this manner more than once in any 12-month period. The Registration Rights Agreement includes customary indemnification and contribution provisions and provides that the Issuer will bear registration expenses (excluding underwriting discounts and commissions and fees of Professional Capital Management's counsel above an agreed cap). Registration rights will terminate with respect to Professional Capital Management when its shares may be sold without restriction under Rule 144, subject to customary conditions. Escrow Agreement. In connection with the Silvia Merger Agreement, the Issuer, the Stockholder Representative and PNC Bank, National Association, as escrow agent (the "Escrow Agent"), entered into the Escrow Agreement, pursuant to which an aggregate of 900,000 shares of Common Stock (the "escrowed shares"), including the Escrow Shares, were deposited into the Escrow Account on the Closing Date. The escrowed shares are maintained by the Issuer's transfer agent as a book-entry position registered in the name of the Escrow Agent for the benefit of the equityholders. Until the escrowed shares are delivered to the equityholders (or returned or otherwise transferred to, or redeemed by, the Issuer), the applicable equityholders are the beneficial owners of their respective portions of the escrowed shares and possess all rights with respect to such shares, except the right of possession or transfer. The Escrow Agent is not required to vote the escrowed shares, and the Issuer has agreed to cooperate with the Stockholder Representative, including by delivering proxy materials and executing proxies in accordance with the Stockholder Representative's instructions, to permit the Stockholder Representative to direct the voting of the escrowed shares on behalf of the equityholders. Any cash, stock, property or rights distributed in respect of the escrowed shares, including cash dividends, become part of the escrowed property for further distribution to the applicable equityholders. The Escrow Agent will disburse escrowed shares only upon (i) a joint written direction signed by authorized representatives of the Issuer and the Stockholder Representative or (ii) a final, non-appealable order of a court of competent jurisdiction or arbitrator. Pursuant to any such direction or order, escrowed shares may be transferred to the equityholders, redeemed by the Issuer or transferred to another transferee designated by the Issuer. The Escrow Agreement terminates upon the distribution of all property held thereunder or upon an earlier joint written direction. Joint Filing Agreement. Pursuant to Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended (the "Act"), the Reporting Persons have entered into an agreement with respect to the joint filing of this Schedule 13D and any amendment or amendments hereto, which is filed as Exhibit 1 hereto. The foregoing descriptions of the BCA, the amended and restated registration rights agreement, the Silvia Merger Agreement, the Silvia Merger Lock-Up Agreement, the Registration Rights Agreement and the Escrow Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements, which are filed or incorporated by reference as exhibits to this Schedule 13D and incorporated herein by reference. Except as described in this Schedule 13D, there are no contracts, arrangements, understandings or relationships (legal or otherwise) between the Reporting Persons or, to the knowledge of the Reporting Persons, any of the persons listed on Schedule A, and any other person with respect to any securities of the Issuer, including, but not limited to, transfer or voting of any securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Item 7. Material to be Filed as Exhibits.

Exhibit 1 Joint Filing Agreement, dated December 11, 2025, by and between the Reporting Persons (incorporated by reference to Exhibit 1 to the Original Schedule 13D). Exhibit 2 Business Combination Agreement, dated as of June 23, 2025, by and among CCCM, the Issuer, ProCap, Professional Capital Management and certain other parties thereto (incorporated by reference to Exhibit 2.1 to the Issuer's Registration Statement on Form S-4/A, filed with the SEC on October 20, 2025 (File No. 333-290365)). Exhibit 3 First Amendment to the Business Combination Agreement, dated as of July 28, 2025, by and among CCCM, the Issuer, ProCap, Professional Capital Management

and certain other parties thereto (incorporated by reference to Exhibit 2.2 to the Issuer's Registration Statement on Form S-4/A, filed with the SEC on October 20, 2025 (File No. 333-290365)). Exhibit 4 Form of Amended and Restated Registration Rights Agreement (incorporated by reference to Exhibit 10.20 to the Issuer's Registration Statement on Form S-4/A, filed with the SEC on October 20, 2025 (File No. 333-290365)). Exhibit 5 Silvia Merger Agreement (incorporated by reference to Exhibit 2.1 to the Issuer's Current Report on Form 8-K, filed with the SEC on April 6, 2026). Exhibit 6 Silvia Merger Lock-Up Agreement (incorporated by reference to Exhibit 10.2 to the Issuer's Current Report on Form 8-K, filed with the SEC on April 6, 2026). Exhibit 7 Registration Rights Agreement (incorporated by reference to Exhibit 10.4 to the Issuer's Current Report on Form 8-K, filed with the SEC on April 6, 2026). Exhibit 8 Escrow Agreement, dated as of April 6, 2026, by and among ProCap Financial, Inc., Shain Noor, as Stockholder Representative, and PNC Bank, National Association, as Escrow Agent (filed herewith). Exhibit 9 Schedule A.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Anthony Pompliano

Signature: /s/Anthony Pompliano
Name/Title: Individual
Date: 11/06/2026

Inflection Points Inc, d/b/a Professional Capital Management

Signature: /s/Anthony Pompliano
Name/Title: Anthony Pompliano, CEO
Date: 11/06/2026

Exhibit 8

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") is entered into and effective as of this 6th day of April, 2026, by and among PNC Bank, National Association, a national banking association (the "Escrow Agent"), ProCap Financial, Inc., a Delaware corporation ("Purchaser") and Shain Noor (the "Stockholder Representative" and together with Purchaser, sometimes referred to individually as "Party" and collectively as the "Parties"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Merger Agreement (as defined below).

WHEREAS, Purchaser, Silvia Merger Sub, Inc., a Delaware corporation ("Merger Sub"), CFO Silvia, Inc, a Delaware corporation ("Company"), the Stockholder Representative, and certain other parties have entered into that certain Agreement and Plan of Merger, dated February 9, 2026 (the "Merger Agreement"), pursuant to which, among other things, Merger Sub will be merged with and into the Company (the "Merger"), with the Company continuing as the surviving entity after the Merger and as a wholly-owned subsidiary of Purchaser;

WHEREAS, pursuant to the Merger Agreement, at the Effective Time, Purchaser shall cause Continental Stock Transfer & Trust Company (the "Transfer Agent") to deposit 900,000 shares of common stock, par value $0.001 per share, of Purchaser ("Escrow Shares") into an escrow account (the "Escrow Account"), to be held and disbursed at the direction of the Escrow Agent in accordance with the terms and conditions of this Escrow Agreement; and

WHEREAS, the parties desire to set forth their understandings with regard to the Escrow Account established by this Escrow Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Terms and Conditions

1.1. Appointment of and Acceptance by the Escrow Agent. Purchaser and the Stockholder Representative hereby appoint the Escrow Agent to act as escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and agrees to perform its duties as provided herein.

1.2. Establishment of Escrow. At the Effective Time, Purchaser will deposit (or cause to be deposited) into the Escrow Account the Escrow Shares.

1.3. Escrow Shares.

(a) The Escrow Agent shall hold the Escrow Shares as a book position registered by the Purchaser in the name of PNC Bank, National Association, as the Escrow Agent for the benefit of the Equityholders. The Transfer Agent shall maintain the Escrow Shares as a book-entry position registered in the name of "*PNC Bank, National Association, as Escrow Agent for the benefit of the Equityholders*". The Transfer Agent will provide evidence to the Escrow Agent by electronic mail confirming the total number of Escrow Shares. The Escrow Shares shall not be liquidated or otherwise reinvested; provided, however that any cash, stock, property or rights therefor, distributed or paid or payable in respect of the Escrow Shares shall constitute part of the Escrow Shares (collectively, the "Escrow Funds"). Subject to Section 1.4 below, any amounts received by the Escrow Agent on account of holding the Escrow Shares as nominee for the Equityholders shall be held in the form received and deposited to the account set forth on Schedule A. Until such time as the Escrow Shares are delivered to the Equityholders in accordance with Section 1.4 below (or returned or otherwise transferred to or redeemed by Purchaser), the applicable Equityholders shall be the beneficial owner of the applicable portion of the Escrow Shares that are held pursuant to this Escrow Agreement, and shall possess, during the period of time in which such Escrow Shares are held or retained by the Escrow Agent as nominee for the Equityholders, all rights with respect to such Escrow Shares, except the right of possession or transfer. The Escrow Agent shall not be required to vote any of the Escrow Shares.

(b) Purchaser agrees to cooperate with the Stockholder Representative in connection with the voting of the Escrow Shares. Without limiting the foregoing, Purchaser shall (i) promptly deliver or cause to be delivered to the Stockholder Representative copies of all proxy statements, notices of stockholder meetings, and other materials that are sent to stockholders of Purchaser generally, (ii) upon the written request of the Stockholder Representative delivered at least five (5) Business Days prior to the applicable deadline for voting, execute and deliver (or cause to be executed and delivered) proxies or other voting documentation with respect to the Escrow Shares in accordance with the instructions of the Stockholder Representative, and (iii) take such other actions as may be reasonably necessary to permit the Stockholder Representative to direct the voting of the Escrow Shares on behalf of the Equityholders.

(c) Purchaser will cause the Transfer Agent not to require a Medallion Signature Guarantee to transfer the book-entry Escrow Shares from the Escrow Agent to the respective Equityholders' accounts. In lieu of a Medallion Signature Guarantee, the Escrow Agent will provide the Transfer Agent with a spreadsheet that includes the total number of Escrow Shares to be issued to each Equityholder. Purchaser will provide the Transfer Agent precise and clear directions via email, confirming that Medallion Signature Guarantees are not required and acknowledging the spreadsheet as the basis to transfer the Escrow Shares.

(d) Any cash dividends made with respect to the Escrow Shares that are held pursuant to this Escrow Agreement shall be held by the Escrow Agent on behalf of the Equityholders as part of the Escrow Funds for further distribution to the Equityholders holding the applicable Escrow Shares to which such dividends relate pursuant to a Joint Written Direction (as defined below), except that any cash dividends made with respect to such Escrow Shares shall be promptly paid to the Stockholder Representative upon receipt of Joint Written Direction to the Escrow Agent for further distribution to the applicable Equityholders.

1.4. Disbursements of the Escrow Funds. The Escrow Agent shall only disburse amounts from the Escrow Funds as follows:

(a) Upon receipt of a Joint Written Direction with respect to the Escrow Funds, the Escrow Agent shall promptly after receipt of a Joint Written Direction, (i) disburse all or part of the Escrow Funds in accordance with such Joint Written Direction and take any other actions specified in respect of the Escrow Shares (including execute any documents required to transfer the shares). If Escrow Shares are held by the Escrow Agent in physical, certificated form, the Escrow Agent shall deliver such certificated Escrow Shares pursuant to Joint Written Direction: (A) in the event of a transfer of the relevant shares to an Equityholder, for cancellation and the preparation of a new share certificate in favor of the relevant Equityholder; (B) in the event of a redemption of the relevant shares by Purchaser, for cancellation; and (C) in the event of a transfer of the relevant shares to another transferee designated by Purchaser, for cancellation and the preparation of new share certificates in the name of the relevant transferee. Following receipt of the share certificates from the Escrow Agent, if applicable, Transfer Agent shall issue a new share certificate to the Escrow Agent for the number of Escrow Shares that remain in the Escrow Account (if any) following the release of the Escrow Shares in accordance with the Joint Written Direction.

(b) "Joint Written Direction" shall mean a written notification, in the form of Exhibit B hereto, delivered to the Escrow Agent and signed by an authorized representative of each of Purchaser and the Stockholder Representative (a list of whom are provided in Exhibit A-1 and Exhibit A-2) ("Authorized Representative"). Each Joint Written Direction shall include the cash dividend amount and/or number of Escrow Shares to be disbursed and shall identify the party to whom the disbursement shall be made, which shall be either of the Parties or the Equityholders to be issued by the Transfer Agent (in the case of shares only).

(c) In the event that the Escrow Agent receives a copy of a final, non-appealable award or order of a court of competent jurisdiction or arbitrator, or arbitration panel accompanied by a certificate of either Purchaser or the Stockholder Representative to the effect that such award or order is final and non-appealable and the written payment instruction to effectuate such award or order ("Final Order"), the Escrow Agent shall promptly after receipt of a Final Order, disburse all or part of the Escrow Funds in accordance with such Final Order.

(d) To facilitate any distributions of Escrow Shares to the Equityholders pursuant to the terms hereof, Transfer Agent will make or cause to be made appropriate entries on the books and records of Purchaser and the obligations of Purchaser to distribute or deposit shares in the Escrow Account shall be satisfied by Purchaser making or causing to be made such entries on the books and records of Purchaser. The Escrow Agent shall have no duty or responsibility for calculating the value of such distribution, and for the purposes of distribution of Escrow Shares hereunder, the Escrow Agent shall be entitled to conclusively rely on the value/or number of Escrow Shares to be distributed as set forth in any Joint Written Direction delivered hereunder.

II. Provisions as to the Escrow Agent

2.1. Limited Duties of the Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Escrow Agreement. Under no circumstance will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. This Escrow Agreement expressly and exclusively sets forth the duties of the Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent. The Escrow Agent shall not be bound by, deemed to have knowledge of, or have any obligation to determine, make inquiry into or consider, any term or provision of any agreement between the Stockholder Representative, Purchaser and/or any other third party or as to which the escrow relationship created by this Escrow Agreement relates, including without limitation the Merger Agreement or any other documents referenced in this Escrow Agreement. Notwithstanding the terms of any other agreement between the Parties, the terms and conditions of this Escrow Agreement shall control the actions of the Escrow Agent.

2.2. Limitations on Liability of the Escrow Agent.

(a) In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action in which such damages are sought. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith and shall only be liable to Purchaser and Stockholder Representative for actual, direct damages that are solely attributable to the Escrow Agent's fraud, gross negligence, bad faith or willful misconduct.

(b) The Escrow Agent shall be fully protected (i) in acting in reliance upon any certificate, statement, request, notice, advice, instruction, direction, other agreement or instrument or signature reasonably and in good faith provided by the Stockholder Representative or Purchaser with respect to such Party's information and believed by the Escrow Agent to be genuine, (ii) in assuming in good faith that any person purporting to give the Escrow Agent any of the foregoing in connection with either this Escrow Agreement or the Escrow Agent's duties has been duly authorized to do so and (iii) in acting or failing to act, in each case in good faith in accordance with the terms of this Escrow Agreement on the advice of outside counsel retained by the Escrow Agent, provided that the Escrow Agent shall remain liable where the actions taken or omitted by the Escrow Agent in reliance upon clauses (i), (ii), and (iii) herein are determined to constitute the Escrow Agent's bad faith, willful misconduct, or gross negligence.

(c) The Escrow Agent shall have no liability with respect to the transfer or distribution of any funds effected by the Escrow Agent pursuant to wiring or transfer instructions provided in a Joint Written Direction to the Escrow Agent in accordance with the provisions of this Escrow Agreement. The Escrow Agent shall be entitled to rely upon all bank and account information provided to the Escrow Agent by the applicable Authorized Representative of each of Purchaser and the Stockholder Representative set forth on Exhibit A-1 and Exhibit A-2 in a Joint Written Direction. The Escrow Agent shall have no duty to verify or otherwise confirm any written wire transfer instructions except as set forth in Section 2.3 below, but it may do so in its discretion on any occasion without incurring any liability to any party for failing to do so on any other occasion; provided, however, that the Escrow Agent may not act upon instruction by either Purchaser or the Stockholders' Representative alone where a Joint Written Direction is required as provided hereunder. The Escrow Agent shall process all wire transfers based on bank identification and account numbers rather than the names of the intended recipient of the funds, even if such numbers pertain to a recipient other than the recipient identified in the payment instructions. The Escrow Agent shall have no duty to detect any such inconsistencies and shall resolve any such inconsistencies by using the account number. In connection with any payments that the Escrow Agent is instructed to make by wire transfer, the Escrow Agent shall not be liable for the acts or omissions of (i) the Stockholder Representative, Purchaser or other person providing such instructions, including without limitation errors as to the amount, bank information or bank account number; or (ii) any other person or entity, including without limitation any Federal Reserve Bank, any transmission or communications facility, any funds transfer system, any receiver or receiving depository financial institution, and no such person or entity shall be deemed to be an agent of the Escrow Agent. Any wire transfers of funds made by the Escrow Agent pursuant to this Escrow Agreement will be made subject to and in accordance with the Escrow Agent's usual and ordinary wire transfer procedures in effect from time to time.

(d) No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with this Escrow Agreement or any property held hereunder or to appear in, prosecute or defend in any such legal action or proceedings.

(e) Purchaser understands and acknowledges that The PNC Financial Services Group, Inc., a Pennsylvania corporation ("PNC") offers a diversified set of financial products and services, and may currently, or in the future, have relationships with parties whose interest may conflict with those of Purchaser.

2.3. Security Procedure For Funds Transfers. The Escrow Agent shall confirm funds transfer instructions received in the name of a party by telephone call-back to an Authorized Representative specified on Exhibit A-1 or Exhibit A-2 at the telephone number specified for such Authorized Representative on Exhibit A-1 or Exhibit A-2, as applicable. The Parties acknowledge that the security procedures set forth herein are commercially reasonable. Once delivered to the Escrow Agent, Exhibit A-1 or Exhibit A-2 may be revised or rescinded only by a writing signed by an Authorized Representative of the applicable Party. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford the Escrow Agent a reasonable opportunity to act on it. If a revised Exhibit A-1 or Exhibit A-2 or a rescission of an existing Exhibit A-1or Exhibit A-2 is delivered to the Escrow Agent by an entity that is a successor-in-interest to such Party, such document shall be accompanied by additional documentation satisfactory to the Escrow Agent showing that such entity has succeeded to the rights and responsibilities of the applicable Authorized Representative of Purchaser or the Stockholder Representative, under this Escrow Agreement. Purchaser and the Stockholder Representative understand that the Escrow Agent's inability to receive or confirm funds transfer instructions pursuant to the above security procedure may result in a delay in accomplishing such funds transfer and agree that the Escrow Agent shall not be liable for any loss caused by any such delay.

2.4. Depository Role. The Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of this Escrow Agreement or any part thereof, or of any person executing or depositing such subject matter.

2.5. No Duty to Notify. The Escrow Agent shall in no way be responsible for nor shall it be its duty to notify any Party hereto or any other party interested in this Escrow Agreement of any payment required or maturity occurring under this Escrow Agreement or under the terms of any instrument deposited therewith unless such notice is explicitly provided for in this Escrow Agreement.

2.6. Other Relationships. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. The Escrow Agent and its affiliates, and any of their respective directors, officers or employees may become pecuniarily interested in any transaction in which any of the other parties hereto may be interested and may contract and lend money to any such party and otherwise act as fully and freely as though it were not escrow agent under this Escrow Agreement. Nothing herein shall preclude the Escrow Agent or its affiliates from acting in any other capacity for any such party.

2.7. Disputes. In the event of any disagreement between Purchaser and the Stockholder Representative, or between either of them and any other party, resulting in adverse claims or demands being made in connection with the matters covered by this Escrow Agreement, or in the event that the Escrow Agent, in good faith, be in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not be or become liable in any way or to any party for its failure or refusal to act, and the Escrow Agent shall be entitled to continue to refrain from acting until (i) directed by an order of a court of competent jurisdiction, or (ii) directed otherwise a Joint Written Direction.

2.8. Indemnification. Purchaser and the Stockholder Representative (solely on behalf of the Company Stockholders and not in his individual capacity) jointly and severally agree to defend, indemnify and hold harmless the Escrow Agent and each of the Escrow Agent's officers, directors, agents and employees (the "Indemnitee") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, reasonable and documented out of pocket costs or expenses (including, without limitation, reasonable and documented out of pocket attorneys' fees and expenses) (collectively "Indemnitee Losses"), arising out of or in connection with (a) the Escrow Agent's performance of this Escrow Agreement, except to the extent that such Indemnitee Losses have been finally adjudicated by a court of competent jurisdiction to have been caused by gross negligence, willful misconduct or bad faith of such Indemnitee; and (b) the Escrow Agent's following, accepting or acting upon any instructions or directions from the Parties, whether joint or singular, received in accordance with this Escrow Agreement. Notwithstanding the foregoing, solely as between Purchaser and Stockholder Representative, any indemnification amounts payable to any Indemnitee hereunder shall be borne by Purchaser and Stockholder Representative severally and not jointly. The provisions of this section shall survive the termination of this Escrow Agreement and any resignation or removal of the Escrow Agent.

2.9. Mergers, Consolidations, Etc. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business of the Escrow Agent may be transferred, shall be the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, in each case, without the execution or filing of any instrument or paper or the performance of any further act (other than providing due written notice to Purchaser and the Stockholder Representative as soon as reasonably practicable following such merger, conversion or consolidation).

2.10. Resignation; Removal.

(a) The Escrow Agent may resign and be discharged from its duties and obligations at any time under this Escrow Agreement by providing written notice to Purchaser and the Stockholder Representative. Such resignation shall be effective on the date set forth in such written notice, which shall be no earlier than thirty (30) days after such written notice has been furnished. Thereafter, the Escrow Agent shall have no further obligation except to hold the Escrow Funds as depository and cooperate reasonably in the transfer of the Escrow Funds to a successor escrow agent. Purchaser and the Stockholder Representative shall promptly appoint a successor escrow agent. The Escrow Agent shall refrain from taking any action until it shall receive a Joint Written Direction designating the successor escrow agent. However, in the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, the Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all funds, equity and other property then held by the Escrow Agent hereunder and the Escrow Agent shall thereupon be relieved of all further duties and obligations under this Escrow Agreement.

(b) Purchaser and the Stockholder Representative acting together shall have the right to terminate the appointment of the Escrow Agent upon thirty (30) days' joint written notice to the Escrow Agent specifying the date upon which such termination shall take effect. Thereafter, the Escrow Agent shall have no further obligation except to hold the Escrow Funds as depository and cooperate reasonably in the transfer of the Escrow Funds to a successor escrow agent. The Escrow Agent shall refrain from taking any action until it shall receive a Joint Written Direction designating the successor escrow agent. However, in the event no successor escrow agent has been appointed on or prior to the date such termination is to become effective, the Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all funds, equity and other property then held by the Escrow Agent hereunder and the Escrow Agent shall thereupon be relieved of all further duties and obligations under this Escrow Agreement.

(c) In the case of a resignation or removal of the Escrow Agent, the Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder. The successor escrow agent appointed by Purchaser and the Stockholder Representative shall execute, acknowledge and deliver to the Escrow Agent and each Party an instrument in writing accepting its appointment hereunder, and thereafter, the Escrow Agent shall deliver all of the then-remaining balance of the Escrow Funds, less any fees and expenses then incurred by and unpaid to the Escrow Agent, to such successor escrow agent in accordance with the Joint Written Direction of Purchaser and the Stockholder Representative and upon receipt of the Escrow Funds, the successor escrow agent shall be bound by all of the provisions of this Escrow Agreement.

2.11. Compensation of the Escrow Agent**.** The Parties agree that upon the execution of this Escrow Agreement, Purchaser and the Stockholder Representative will pay the Escrow Agent as stated in the fee schedule attached hereto as Schedule B.

III. Tax Matters

3.1. Tax Matters.

The Escrow Funds shall be treated as owned by Stockholder Representative for U.S. federal income tax purposes. All Escrow Account income earned under this Escrow Agreement shall be allocated to Stockholder Representative and timely reported by the Escrow Agent to Stockholder Representative, the IRS or other applicable taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Escrow Funds by Stockholder Representative whether said income has been distributed during such year. The Parties shall duly complete such tax documentation or other procedural formalities necessary for the Escrow Agent to complete required tax reporting and for the relevant Party to receive interest or other income without withholding or deduction of tax in any jurisdiction. Should any information supplied in such tax documentation change, the Parties shall promptly notify the Escrow Agent. The Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, including without limitation, the Foreign Account Tax Compliance Act ("FATCA"), and shall remit such taxes to the appropriate authorities.

IV. Miscellaneous

4.1. Disbursements. The Escrow Agent shall make no disbursement, investment or other use of funds until and unless it has collected funds. The Escrow Agent shall not be liable for collection items until such proceeds have been received or the Federal Reserve has given the Escrow Agent credit for the funds.

4.2. Permitted Investments. The Escrow Agent shall hold any applicable Escrow Funds in PNC Non-Interest-Bearing Deposit Accounts.

4.3. Accounting. The Escrow Agent shall provide monthly reports of transactions and holdings to Purchaser and the Stockholder Representative as of the end of each month. Purchaser authorizes the Escrow Agent to grant Purchaser and the Stockholder Representative (or counsel acting on behalf of either Purchaser or the Stockholder Representative) (each, an "Authorized Individual") access to the Escrow Agent's online portal ("PNC PAID"). Each Authorized Individual must agree to comply with the PNC PAID terms and conditions and any other provisions required by the Escrow Agent to access PNC PAID. The parties acknowledge any changes, modifications or additions to existing Authorized Individuals with PNC PAID access should be made in writing to the Escrow Agent.

4.4. Notices. Any notice, request for consent, report, or any other communication required or permitted in this Escrow Agreement shall be in writing and shall be deemed to have been given (and shall be deemed to have been duly given upon receipt) by delivery in person, by electronic mail to the e-mail address given below, provided that written confirmation of receipt is obtained promptly from the recipient after completion of the electronic mail, or by registered or certified mail (postage prepaid, return receipt requested) to the address given below.

If to the Escrow Agent:

PNC Bank, National Association
80 South Eighth Street, Suite 3715
Minneapolis, MN 55402
Attn: M&A Team
Email: [***]
Phone: [***]

If to Purchaser:

ProCap Financial, Inc.
600 Lexington Ave., Floor 2
New York, NY 10022
Attn: Anthony Pompliano
Email: [***]

and with a copy (which shall not constitute notice) to:
Reed Smith LLP
2850 N. Harwood Street, Suite 1500
Dallas, TX 75201
Attention: Lynwood Reinhardt; Jennifer Riso; and Katie Geddes
Emails: lreinhardt@reedsmith.com; jriso@reedsmith.com; kgeddes@reedsmith.com

If to the Stockholder Representative:

Shain Noor
340 Fremont Street
Unit 409
San Francisco, CA 94105
Email: [***]

with a copy (which shall not constitute notice) to:
Womble Bond Dickinson (US) LLP
301 South College Street
Suite 3500
Charlotte, NC 28201

Attention: Matthew Homan
E-mail: [***]

Any party may unilaterally designate a different address by giving notice of each change in the manner specified above to each other party.

In all cases, the Escrow Agent shall be entitled to rely on a copy or electronic transmission of any document with the same legal effect as if it were the original of such document. The Parties acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and each of the Parties assumes such risks.

4.5. Governing Law. This Escrow Agreement shall be governed by and construed according to the laws of the State of Delaware, without regard to principles of conflicts of law. The parties hereto consent to the exclusive jurisdiction of the state and federal courts sitting in the state of Delaware and consent to personal jurisdiction of and venue in such courts with respect to any and all matters or disputes arising out of this Escrow Agreement.

4.6. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON OR IN CONNECTION WITH THIS ESCROW AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 4.6 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

4.7. Assignment; Binding Effect. Except as permitted in Section 2.9, neither this Escrow Agreement nor any rights or obligations hereunder may be assigned by any party hereto without the express written consent of each of the other parties hereto. This Escrow Agreement shall inure to and be binding upon the parties hereto and their respective successors, heirs and permitted assigns.

4.8. Amendment and Waiver. The terms of this Escrow Agreement may be altered, amended, modified or revoked only by an instrument in writing signed by all the parties hereto. No course of conduct shall constitute a waiver of any terms or conditions of this Escrow Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Escrow Agreement on one occasion shall not constitute a waiver of the other terms of this Escrow Agreement, or of such terms and conditions on any other occasion.

4.9. Severability. If any provision of this Escrow Agreement shall be held or deemed to be or shall in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

4.10. Further Assurances. If at any time the Escrow Agent shall determine or be advised that any further agreements, assurances or other documents are reasonably necessary or desirable to carry out the provisions of this Escrow Agreement and the transactions contemplated by this Escrow Agreement, the parties shall execute and deliver any and all such agreements or other documents and do all things reasonably necessary or appropriate to carry out fully the provisions of this Escrow Agreement.

4.11. No Third-Party Beneficiaries. This Escrow Agreement is for the sole benefit of the parties hereto, and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

4.12. Force Majeure. No party to this Escrow Agreement shall be liable to any other party hereto for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, interruption or malfunctions of communications or power supplies, labor difficulties, actions of public authorities or other similar causes reasonably beyond its control.

4.13. Termination. This Escrow Agreement shall terminate upon the distribution by the Escrow Agent in accordance with this Escrow Agreement of all funds, equity and property held under this Escrow Agreement or upon the earlier Joint Written Direction.

4.14. Titles and Headings. All titles and headings in this Escrow Agreement are intended solely for convenience of reference and shall in no way limit or otherwise affect the interpretation of any of the provisions hereof.

4.15. Counterparts; Facsimile Execution. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Escrow Agreement and agreements, certificates, instruments and documents entered into in connection herewith by facsimile or other electronic transmission (including Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Escrow Agreement or such agreements, certificates, instruments and documents.

4.16. Entire Agreement; Effect of Merger Agreement. This Escrow Agreement constitutes the entire agreement between the Escrow Agent, Purchaser and the Stockholder Representative in connection with the subject matter of this Escrow Agreement, and no other agreement entered into between Purchaser and the Stockholder Representative, or either of them, including, without limitation, the Merger Agreement, shall be considered as adopted or binding, in whole or in part, upon the Escrow Agent notwithstanding that any such other agreement may be deposited with the Escrow Agent or the Escrow Agent may have knowledge thereof. The parties hereto acknowledge and agree that the Escrow Agent is not a party to, is not bound by, and has no duties or obligations under the Merger Agreement, that all references in this Escrow Agreement to the Merger Agreement are for convenience, and that the Escrow Agent shall have no implied duties beyond the express duties set forth in this Escrow Agreement.

4.17. Procedures for Opening a New Account. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: in accordance with Section 326 of the USA Patriot Act, to help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. When a party opens an account, the Escrow Agent must obtain each party's name, address, date of birth (as applicable), taxpayer or other government identification number or other appropriate information that will allow the Escrow Agent to identify such party. The Escrow Agent may also ask to see each party's driver's license, passport or other identifying documents. For parties that are business or other legal entities, the Escrow Agent may require such documents as it deems necessary to confirm the legal existence of the entity. The parties to this Escrow Agreement agree to provide all such information as the Escrow Agent may reasonably request in order to satisfy the requirements of the USA Patriot Act or any other regulatory requirements, and any policy or procedure implemented by the Escrow Agent to comply therewith.

4.18. Compliance with Laws. Purchaser hereby represents that (i) it is not a person that is the target of any sanctions program administered by the U.S. Department of the Treasury Office of Foreign Assets Control ("Sanctioned Person"); (ii) it is not directly or indirectly controlled by, or acting hereunder for or on behalf of, any Sanctioned Person; and (iii) none of the funds used to make any payments contemplated under this Escrow Agreement are derived from any illegal activity.

4.19. Compliance with Court Orders. In the event that a legal garnishment, attachment, levy, restraining notice or court order is served with respect to any of the Escrow Funds, or the delivery thereof shall be stayed or enjoined by an order of a court of competent jurisdiction, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders so entered or issued, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such order it shall not be liable to any of the Parties or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION, as the Escrow Agent

By: */s/ David M. Dugas*
Name: David M. Dugas
Title: Vice President

PROCAP FINANCIAL, INC., as Purchaser

By: /s/ Anthony Pompliano
Name: Anthony Pompliano
Title: Chief Executive Officer

SHAIN NOOR, as the Stockholder Representative

/s/ Shain Noor
Shain Noor

SCHEDULE A
Escrow Agent
Wire Instructions

Schedule A to the Escrow Agreement

SCHEDULE B
Escrow Agent Fee

Schedule B to the Escrow Agreement

EXHIBIT A-1

Certificate of Incumbency
(List of Authorized Representatives of Purchaser)

Purchaser: ProCap Financial, Inc.

As an Authorized Officer of the above referenced entity, I hereby certify that each person listed below is an authorized signor for such entity and is authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of the above referenced entity, and that the title, signature and contact number appearing beside each name is true and correct.

Name	Title	Signature	Email Address	Contact Number
Anthony Pompliano	Chief Executive Officer			

IN WITNESS WHEREOF, this certificate has been executed by a duly authorized officer on:

_____
Date

By:
Its: Authorized Officer

EXHIBIT A-2

Certificate of Incumbency
(List of Authorized Representatives of Stockholder Representative)

Stockholder Representative: Shain Noor

As an individual and solely in my capacity as the Stockholder Representative, I hereby certify that each person listed below is an authorized signor on behalf of the Stockholder Representative and is authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of the Stockholder Representative, and that the title, signature and contact number appearing beside each name is true and correct.

Name	Title	Signature	Email Address	Contact Number
Shain Noor	Stockholder Representative			

IN WITNESS WHEREOF, this certificate has been executed by the Stockholder Representative on:

_____
Date

By:
Its: Shain Noor

EXHIBIT B

JOINT WRITTEN DIRECTION

Pursuant to that certain Escrow Agreement dated as of April 3, 2026, by and among ProCap Financial, Inc. ("Purchaser"), Shain Noor (the "Stockholder Representative"), and PNC Bank, National Association, a national banking association (the "Escrow Agent"), Purchaser and the Stockholder Representative hereby instruct the Escrow Agent to release certain Escrow Shares (or cash dividends with respect to such Escrow Shares) in accordance with the following payment instructions:

Purchaser and Stockholders' Representative hereby instruct the Escrow Agent to transfer the following number of Escrow Shares in accordance with the following instructions:

[Transfer Agent delivery (or address if physical certificates are applicable) and/or payment instructions]

$ [_____] to Purchaser:
Wire Instructions:

Account Name: _____
Account Number: _____
Bank Name: _____
Bank ABA Number: _____
Bank Address: _____

For credit to: _____
Special Instructions: _____

Bank Check: _____
Payee Name: _____
Mailing Address: _____

$ [_____] to Stockholder Representative:
Wire Instructions:

Account Name: _____
Account Number: _____
Bank Name: _____
Bank ABA Number: _____
Bank Address: _____

For credit to: _____
Special Instructions: _____

Bank Check: _____
Payee Name: _____
Mailing Address: _____

IN WITNESS WHEREOF, the parties hereto have caused this Joint Written Direction to be executed as of the date first above written.

ProCap Financial, Inc.

By: _____
Name: _____
Title: _____

Shain Noor, solely in his capacity as the Stockholder Representative

By: _____
Name: _____
Title: _____

EXHIBIT 9

SCHEDULE A

Directors, Executive Officers and Controlling Persons of Inflection Points Inc, d/b/a Professional Capital Management

The following table sets forth the name, position with Professional Capital Management, present principal occupation or employment (and the name, principal business and address of any corporation or other organization in which such employment is conducted), business address and citizenship of each director and executive officer of Professional Capital Management and of each person controlling Professional Capital Management. Mr. Pompliano and Andrew Spellman constitute the entire board of directors of Professional Capital Management. Mr. Pompliano is the majority stockholder of Professional Capital Management and is its controlling person. No corporation or other person other than Mr. Pompliano ultimately controls Professional Capital Management.

Name	Position with Professional Capital Management	Present Principal Occupation or Employment	Business Address	Citizenship
Anthony Pompliano	Director and Chief Executive Officer; majority stockholder and controlling person	Chairman and Chief Executive Officer of the Issuer; Chief Executive Officer of Professional Capital Management	600 Lexington Avenue, Floor 2, New York, New York 10022	United States
Andrew Spellman	Director	Founder and CEO of Fifth Down Capital	600 Lexington Avenue, Floor 2, New York, New York 10022	United States
Catalina Abbey	Chief Financial Officer	Chief Financial Officer of Professional Capital Management Interim Chief Financial Officer of the Issuer.	600 Lexington Avenue, Floor 2, New York, New York 10022	United States
Darina Popova	Director of Operations	Director of Operations of Professional Capital Management	600 Lexington Avenue, Floor 2, New York, New York 10022	United States

Information with respect to the beneficial ownership of Common Stock by the persons listed above is set forth in Item 5 of this Schedule 13D.