

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

In re:

FISKER INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11390 (TMH)

(Jointly Administered)

**STATEMENT OF FINANCIAL AFFAIRS FOR
FISKER TN LLC CASE NO. 24-11391 (TMH)**

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers or Delaware file numbers, are as follows: Fisker Inc LLC (6212); Blue Current Holding LLC (6668); Platinum IPR LLC (4839); ar
debtors' corporate headquarters is 14 Centerpointe Drive, La Palma, CA 90623.

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Chapter 11

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**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY,
AND DISCLAIMERS REGARDING THE DEBTORS' SCHEDULES OF ASSETS AND
LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

The Schedules of Assets and Liabilities (collectively, the “**Schedules**”) and the Statements of Financial Affairs (collectively, the “**Statements**,” and, together with the Schedules, the “**Schedules and Statements**”), filed by the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”), were prepared, pursuant to section 521 of title 11 of the United States Code (the “**Bankruptcy Code**”), rule 1007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rule 1007-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), by management of the Debtors, with the assistance of the Debtors’ advisors. The Schedules and Statements are unaudited.

These *Global Notes and Statement of Limitations, Methodology, and Disclaimers Regarding the Debtors’ Schedules of Assets and Liabilities and Statements of Financial Affairs* (the “**Global Notes**”) are incorporated by reference in, and comprise an integral part of, all of the Schedules and Statements, and should be referred to and considered in connection with any review of the Schedules and Statements.² Certain statements and descriptions included in these Global Notes may be specific to information provided in the Schedules and Statements of one or more particular Debtors.

The Schedules and Statements have been signed by Jose Angel Salinas Jr. (“**Mr. Salinas**”). Mr. Salinas is an authorized signatory for each of the Debtors. In reviewing and signing the

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers or Delaware file numbers, are as follows: Fisker Inc. (0340); Fisker Group Inc. (3342); Fisker TN LLC (6212); Blue Current Holding LLC (6668); Platinum IPR LLC (4839); and Terra Energy Inc. (0739). The address of the debtors’ corporate headquarters is 14 Centerpointe Drive, La Palma, CA 90623.

² These Global Notes supplement and are in addition to any specific notes contained in each Debtor’s Schedules or Statements. The fact that the Debtors have prepared Global Notes with respect to any of an individual Debtor’s Schedules and Statements and not to those of another should not be interpreted as a decision by the Debtors to exclude the applicability of such Global Note to any of the Debtors’ other Schedules and Statements, as appropriate. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the *Amended Declaration of John C. DiDonato as Chief Restructuring Officer of the Debtors in Support of Debtors’ Chapter 11 Proceedings and First Day Pleadings* [Docket No. 289] (the “**First Day Declaration**”).

Schedules and Statements, Mr. Salinas necessarily relied upon the efforts, statements, and representations of the Debtors' other personnel and advisors. Mr. Salinas has not (and could not have) personally verified the accuracy of each such statement and representation, including, but not limited to, statements and representations concerning amounts owed to creditors, classification of such amounts, and respective creditor addresses.

In preparing the Schedules and Statements, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have made every reasonable effort to ensure the accuracy and completeness of the Schedules and Statements, subsequent information or discovery may result in material changes to the Schedules and Statements. As a result, inadvertent errors or omissions may exist. For the avoidance of doubt, the Debtors reserve their rights to amend and supplement the Schedules and Statements as may be necessary or appropriate.

The Debtors and their agents, attorneys, and advisors do not guarantee or warrant the accuracy or completeness of the data that is provided herein and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, errors, or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained herein or the Schedules and Statements. In no event shall the Debtors or their agents, attorneys, and advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused, even if the Debtors or their agents, attorneys, and advisors are advised of the possibility of such damages. The Debtors and their agents, attorneys, and advisors expressly do not undertake any obligation to update, modify, revise, or recategorize the information provided herein, or to notify any third party should the information be updated, modified, revised, or recategorized, except as required by applicable law or order of the Bankruptcy Court.

Disclosure of information in one or more Schedules, one or more Statements, or one or more exhibits or attachments to the Schedules or Statements, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedules, Statements, exhibits, or attachments.

Global Notes and Overview of Methodology

1. **Description of the Cases.** On June 17, 2024, Debtor Fisker Group Inc., and on June 19, 2024, Debtors Fisker, Inc., Fisker TN, LLC, Blue Current Holdings LLC, Platinum IPR LLC and Terra Energy Inc. (the "**Petition Date**"), filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"). On June 21, 2024, the Bankruptcy Court entered the *Order Directing Joint Administration of Chapter 11 Cases* [Docket No. 51], authorizing joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) and Bankruptcy Local Rule 1015-1. These chapter 11 cases are being jointly administered under Case No. 24-11390 (TMH). The Debtors continue to manage their assets as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On July 2, 2024, the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**") appointed an official committee of unsecured creditors (the "**Committee**") [Docket No. 106]. No request for the appointment of a trustee or

examiner has been made in these chapter 11 cases.

Notwithstanding the joint administration of the Debtors' cases for procedural purposes, each Debtor has filed its own Schedules and Statements.

2. **Global Notes Control.** These Global Notes pertain to and comprise an integral part of each of the Debtors' Schedules and Statements and should be referenced in connection with any review thereof. In the event that the Schedules and Statements differ from the Global Notes, the Global Notes shall control.
3. **"As Of" Information Date.** To the best of the Debtors' knowledge and except as otherwise noted herein, the financial information provided herein represents the data of each Debtor as of its Petition Date. Amounts ultimately realized may vary from net book value (or the applicable value ascribed herein) and such variance may be material. Accordingly, the Debtors reserve their right to amend or adjust the value of each asset set forth herein. In addition, the amounts showing for total liabilities exclude items identified as "unknown," "disputed," "contingent," or "undetermined," and, thus, ultimate liabilities may differ materially from those stated in the Schedules and Statements.
4. **Reservations and Limitations.** Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, as noted above, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend and supplement the Schedules and Statements as may be necessary or appropriate. Nothing contained in the Schedules and Statements constitutes a waiver of any of the Debtors' rights or an admission of any kind with respect to these chapter 11 cases, including, but not limited to, any rights or claims of the Debtors against any third party or issues involving substantive consolidation, equitable subordination, or defenses or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code or any other relevant applicable bankruptcy or non-bankruptcy laws to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph.
 - (a) **No Admission.** Nothing contained in the Schedules and Statements is intended as, or should be construed as, an admission or stipulation of the validity of any claim against the Debtors, any assertion made therein or herein, or a waiver of the Debtors' rights to dispute any claim or assert any cause of action or defense against any party.
 - (b) **Recharacterization.** Notwithstanding that the Debtors have made reasonable efforts to correctly characterize, classify, categorize, and designate the claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements, the Debtors nonetheless may have improperly characterized, classified, categorized, designated, or omitted certain items due to the complexity and size of the Debtors' businesses. Accordingly, the Debtors reserve all rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and Statements at a later time as necessary or appropriate,

including, without limitation, whether contracts or leases listed herein were deemed executory or unexpired as of the Petition Date and remain executory and unexpired post petition.

- (c) **Classifications.** Listing (i) a claim on Schedule D as “secured,” (ii) a claim on Schedule E/F as “priority” or “unsecured,” or (iii) a contract on Schedule G as “executory” or “unexpired” does not constitute an admission by the Debtors of the legal rights of the claimant or contract counterparty or a waiver of the Debtors’ rights to recharacterize or reclassify such claim or contract.
- (d) **Claims Description.** Any failure to designate a claim in the Schedules and Statements as “contingent,” “unliquidated,” or “disputed” does not constitute an admission by the Debtors that such claim or amount is not “contingent,” “unliquidated,” or “disputed.” The Debtors reserve their rights to dispute, or to assert offsets or defenses to, any claim reflected on their Schedules or Statements on any grounds, including, but not limited to, amount, liability, priority, status, or classification, or to otherwise subsequently designate any claim as “contingent,” “unliquidated,” or “disputed.” Moreover, the Debtors reserve their rights to amend their Schedules and Statements as necessary and appropriate, including but not limited to, with respect to claim descriptions and designations. Listing a claim does not constitute an admission of liability by the Debtor against whom the claim is listed or by any of the other Debtors.
- (e) **Estimates and Assumptions.** To prepare and file the Schedules and Statements in accordance with the deadline ordered by the Bankruptcy Court in these chapter 11 cases, management was required to make reasonable estimates and assumptions that affected the reported amounts of these assets and liabilities. The Debtors reserve all rights to amend the reported amounts of assets and liabilities to reflect changes in those estimates or assumptions.
- (f) **Causes of Action.** Despite their reasonable efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third parties as assets in their Schedules and Statements, including, without limitation, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant bankruptcy and non-bankruptcy laws to recover assets. The Debtors reserve their rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross claim, counterclaim, or recoupment, and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law (collectively, “Causes of Action”) they may have, and neither these Global Notes nor the Schedules and

Statements shall be deemed a waiver of any claims or Causes of Action or in any way prejudice or impair the assertion of such claims or Causes of Action.

- (g) **Intellectual Property Rights.** Exclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have been abandoned, have been terminated, or otherwise have expired by their terms, or have been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, have not been terminated, or otherwise have not expired by their terms, or have not been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. The Debtors have made every effort to attribute intellectual property to the rightful Debtor owner, however, in some instances, intellectual property owned by one Debtor may, in fact, be owned by another. Accordingly, the Debtors reserve their rights with respect to the legal status of any and all intellectual property rights.
- (h) **Insiders.** In the circumstance where the Schedules and Statements require information regarding “insiders,” the Debtors have included information with respect to the individuals and entities who the Debtors believe would be included in the definition of “insider” set forth in section 101(31) of the Bankruptcy Code during the relevant time periods. Such individuals may no longer serve in such capacities. The listing or omission of a party as an insider for purposes of the Schedules and Statements is not intended to be, nor should it be, construed as an admission of any fact, right, claim, or defense, and all such rights, claims, and defenses are hereby expressly reserved. Parties listed as “insiders” have been included for informational purposes only, and such information may not be used for: (i) the purposes of determining (A) control of the Debtors; (B) the extent of which any party exercised management responsibilities or functions; (C) corporate decision making authority over the Debtors; or (D) whether the Debtors or any such insider could successfully argue that such party is not an “insider” under applicable law, including the Bankruptcy Code and federal securities laws, or with respect to any theories of liability; or (ii) for any other purpose.
- (i) **Personally Identifiable Information.** The Debtors requested the ability, pursuant to section 107(c)(1) of the Bankruptcy Code, to redact personal information, including, but not limited to, home addresses of individual creditors and parties in interest, including employees and former employees in the *Debtors’ Motion for Entry of an Order (I) Waiving the Requirement to File a List of Equity Security Holders and (II) Authorizing Debtors to Redact Certain Personal Information* [Docket No. 6]. On July 26, 2024, the Court entered the *Final Order (I) Waiving the Requirement to File a List of Equity Security Holders and (II) Authorizing the Debtors to Redact Certain Personal Information* [Docket No. 290]. The Schedules and Statements do not contain the categories of personal information described in the motion and/or final order.

5. Methodology.

- (a) **Basis of Presentation.** Information contained in the Schedules and Statements has been derived from the Debtors' books and records and historical financial statements as of the Petition Date and May 31, 2024; however, in certain instances the Debtors have made adjustments to amounts shown on the financial information for purposes of preparing the Schedules and Statements. Accordingly, these Schedules and Statements do not purport to represent financial statements prepared in accordance with GAAP or any other generally accepted accounting principles of foreign jurisdictions, as applicable, nor are they intended to fully reconcile to the financial statements prepared by the Debtors. There may be instances in which the amounts listed in the Schedules differ, at times materially, from the consolidated financial reports prepared by the Debtors for financial reporting purposes or otherwise.

Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment and reflect the Debtors' commercially reasonable efforts to report the assets and liabilities of each Debtor on an unconsolidated basis. Moreover, given, among other things, the uncertainty surrounding the collection and ownership of certain assets and the valuation and nature of certain liabilities, to the extent that a Debtor shows more assets than liabilities, this is not an admission that the Debtor was solvent as of the Petition Date or at any time prior to the Petition Date. Likewise, to the extent a Debtor shows more liabilities than assets, this is not an admission that the Debtor was insolvent at the Petition Date or any time prior to the Petition Date.

- (b) **Confidential or Sensitive Information.** Personal information, such as employee and director addresses, has generally been redacted throughout the Schedules and Statements, where applicable, with these addresses available on file.
- (c) **Duplication.** Certain of the Debtors' assets, liabilities, and prepetition payments may properly be disclosed in multiple parts of the Schedules and Statements. To the extent these disclosures would be duplicative, the Debtors have determined to only list such assets, liabilities, and prepetition payments once.
- (d) **Umbrella or Master Agreements.** Contracts and leases listed in the Schedules and Statements may be umbrella or master agreements that cover relationships with some or all of the Debtors. Where relevant, such agreements have been listed in the Schedules and Statements only of the Debtor that signed the original umbrella or master agreement. Other Debtors, however, may be liable together with such Debtor on account of such agreements and the Debtors reserve all rights to amend the Schedules and Statements to reflect changes regarding the liability of the Debtors with respect to such agreements, if appropriate. Additionally, by listing an umbrella or master agreement in these Schedules and Statements, the Debtors make no representation as to the severability of such agreements and their related contracts and leases, including any subleases, and the Debtors reserve all rights with respect

to any arguments or claims it may have in regard to the severability of such agreements.

- (e) **Executory Contracts.** Although the Debtors made diligent efforts to attribute an executory contract to its rightful Debtor, in certain instances, the Debtors may have inadvertently failed to do so. Accordingly, the Debtors reserve their rights with respect to the named parties of all executory contracts, including the right to amend Schedule G.

The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda, and other documents, instruments, and agreements that may not be listed therein despite the Debtors' use of diligent efforts to identify such documents. In addition, although the Debtors have made diligent attempts to properly identify executory contracts and unexpired leases, the inclusion of a contract or lease on Schedule G does not constitute an admission as to the executory or unexpired nature (or non-executory or expired nature) of the contract or lease, or an admission as to the existence or validity of any claims held by any counterparty to such contract or lease.

- (f) **Unexpired Leases.** The Debtors have not included in the Schedules and Statements the future obligations of any lease or any corresponding accounting value associated with right of use of such leased property. To the extent that there was an amount outstanding as of the Petition Date, the creditor has been included on Schedule E/F.

- (g) **Valuation.** It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate assets for the Debtors to obtain current market valuations of all of their assets. Operating cash is presented as the closing bank balance as of the Petition Date. Certain other assets, including investments in affiliates, intellectual property, and real estate right of use assets are listed at undetermined amounts, as the net book values may differ materially from fair market values. Amounts ultimately realized may vary from net book value (or whatever value was ascribed) and such variance may be material. Accordingly, the Debtors reserve their rights to amend or adjust the value of each asset set forth herein. In addition, the amounts shown for total liabilities exclude items identified as "unknown" or "undetermined," and, thus, ultimate liabilities may differ materially from those stated in the Schedules and Statements. Also, assets that have been fully depreciated or that were expensed for accounting purposes either do not appear in these Schedules and Statements or are listed with a zero-dollar value, as such assets have no net book value. The omission of an asset from the Schedules and Statements does not constitute a representation regarding the ownership of such asset, and any such omission does not constitute a waiver of any rights of the Debtors with respect to such asset. Given, among other things, the current market valuation of certain assets and the valuation and nature of certain liabilities, nothing in the Debtors' Schedules and Statements shall be, or shall be deemed to be an admission that any

Debtor was solvent or insolvent as of the Petition Date.

- (h) **Property and Equipment.** Unless otherwise indicated, owned property and equipment are stated at net book value. The Debtors may lease furniture, fixtures, and equipment from certain third-party lessors. Any such leases are set forth in the Schedules and Statements. Nothing in the Schedules and Statements is or shall be construed as an admission as to the determination as to the legal status of any lease, including whether any lease is a true lease or a financing arrangement, and the Debtors reserve their rights with respect thereto.
- (i) **Contingent Assets.** The Debtors may possess certain claims and causes of action against various parties. Additionally, the Debtors may possess contingent claims in the form of various avoidance actions they could commence under the provisions of chapter 5 of the Bankruptcy Code and other relevant non-bankruptcy laws. The Debtors are continuing to review potential causes of action, and accordingly, despite reasonable efforts, may not have set forth all of their causes of action against third parties as assets in their Schedules and Statements. The Debtors reserve all rights with respect to any claims, causes of action, or avoidance actions they may have, and nothing contained in these Global Notes or the Schedules and Statements shall be deemed a waiver of any such claims, avoidance actions, or causes of action or in any way prejudice or impair the assertion of such claims.
- (j) **Undetermined Amounts.** The description of an amount as “undetermined” is not intended to reflect upon the materiality of such amount.
- (k) **Totals.** All totals that are included in the Schedules and Statements represent totals of all the known amounts included in the Schedules and Statements. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total. As described above, the description of an amount as “unknown” or “undetermined” is not intended to reflect upon the materiality of such amount. To the extent a Debtor is a guarantor of debt held by another Debtor, the amounts reflected in these Schedules and Statements are inclusive of each Debtor’s guarantor obligations.
- (l) **Allocation of Liabilities.** The Debtors have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research that was conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between prepetition and postpetition periods may change. The Debtors reserve the right to amend the Schedules and Statements as they deem appropriate in this regard.

The liabilities listed on the Schedules do not reflect any analysis of claims under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtors reserve their rights to dispute or challenge the validity of any asserted claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any

such transaction or any document or instrument related to any creditor's claim.

- (m) **Other Paid Claims.** To the extent the Debtors have reached any postpetition settlement with a creditor, the terms of such settlement will prevail, supersede amounts listed in the Debtors' Schedules and Statements, and shall be enforceable by all parties, subject to any necessary Bankruptcy Court approval. Pursuant to certain orders of the Bankruptcy Court, the Debtor was authorized (but not directed) to pay, among other things, certain prepetition claims of employees, insurance providers, and taxing authorities, among others. Accordingly, some of these liabilities may have been, or will be, satisfied in accordance with such orders and therefore may have not been listed in the Schedules. Otherwise, where the Schedules list creditors and set forth the Debtors' scheduled amount of such Claims, such scheduled amounts reflect the Debtors' estimate as of the Petition Date. The estimates of claims set forth in the Schedules may not reflect assertions by the Debtors' creditors of a right to have such Claims paid or reclassified under the Bankruptcy Code or orders of the Bankruptcy Court. To the extent the Debtors pay any of the claims listed in the Schedules and Statements pursuant to any orders entered by the Bankruptcy Court, the Debtors reserve all rights to amend, supplement, or otherwise modify the Schedules and Statements and take such other actions, including the filing of claims objections, as is necessary and appropriate to avoid overpayment or duplicate payment for such liabilities.
- (n) **Credits and Adjustments.** The claims of individual creditors for, among other things, goods, products, services, or taxes are listed as the amounts entered on the Debtors' books and records and may not reflect credits, allowances, or other adjustments due from such creditors to the Debtors. The Debtors reserve their rights with regard to such credits, allowances, and other adjustments, including the right to assert claims objections and/or setoffs with respect to the same.
- (o) **Intercompany Claims.** Receivables and payables among and between Debtors and (i) other Debtors and (ii) the non-Debtor affiliates are reported on Schedule A/B, and Schedule E/F, respectively, per the Debtors' books and records. The listing of any amounts with respect to such receivables and payables is not, and should not be construed as, an admission of the characterization of such balances as debt, equity, or otherwise or an admission as to the validity of such receivables and payables. For the avoidance of doubt, the Debtors reserve all rights, claims, and defenses in connection with any and all intercompany receivables and payables, including, but not limited to, with respect to the characterization of intercompany claims. The Debtors reserve all rights to later change the amounts, characterization, classification, categorization or designation of intercompany accounts reported in the Schedules and Statements.

In addition, certain of the Debtors act on behalf of other Debtors. Reasonable efforts have been made to indicate the ultimate beneficiary of a payment or obligation. Whether a particular payment or obligation was incurred by the entity actually making the payment or incurring the obligation is a complex question of

applicable nonbankruptcy law, and nothing herein constitutes an admission that any Debtor entity is an obligor with respect to any such payment. The Debtors reserve all rights to reclassify any payment or obligation as attributable to another entity and all rights with respect to the proper accounting and treatment of such payments and liabilities.

- (p) **Guarantees and Other Secondary Liability Claims.** The Debtors have exercised reasonable efforts to locate and identify any guarantees and other secondary liability claims (collectively, the “**Guarantees**”) in their executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements. Where such Guarantees have been identified, they have been included on Schedule H for the affected Debtor or Debtors. However, certain Guarantees embedded in the Debtors’ executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements may have been inadvertently omitted. The Debtors reserve all of their rights to amend, supplement, and otherwise modify the Schedules to the extent that additional Guarantees are identified.
- (q) **Claims of Third-Party Related Entities.** While the Debtors have made every effort to classify each claim listed in the Schedules properly as being either disputed or undisputed, liquidated or unliquidated, and contingent or noncontingent, the Debtors have not been able to fully reconcile all payments made to certain third parties and their related entities on account of the Debtors’ obligations thereto. Therefore, to the extent that the Debtors have classified their estimate of claims of a creditor as disputed, all claims of such creditor’s affiliates listed in the Schedules and Statements shall similarly be considered as disputed, whether or not they are designated as such.
- (r) **Excluded Assets and Liabilities.** The Debtors have excluded certain categories of assets, tax accruals, and liabilities from the Schedules and Statements, including without limitation, accrued salaries and employee benefit accruals. The Debtors have also excluded potential rejection damage claims of counterparties to executory contracts and unexpired leases that may be rejected (if any), to the extent such damage claims exist. In addition, the Debtors may have excluded amounts for which the Debtors have been granted authority to pay pursuant to the First Day Orders or other orders that may be entered by the Bankruptcy Court. Certain assets and liabilities may have been excluded.
- (s) **Liens.** The inventories, property, and equipment listed in the Schedules and Statements are presented without consideration of any asserted mechanics’, materialmen, shippers’, or similar liens that may attach, or have attached, to such inventories, property, and equipment.
- (t) **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars (“**USD**”). Any invoices received by the Debtors in currencies other than USD are converted to USD using the applicable exchange rate.

- (u) **Setoffs.** The Debtors routinely incur setoffs and net payments in the ordinary course of business. Such setoffs and nettings may occur due to a variety of transactions or disputes, including but not limited to, intercompany transactions, counterparty settlements, pricing discrepancies, rebates, returns, warranties, refunds, and negotiations and/or other disputes between the Debtors and their customers or vendors. These setoffs and other similar rights are consistent with the ordinary course of business in the Debtors' industry and are not tracked separately. Therefore, although such setoffs and other similar rights may have been accounted for when scheduling certain amounts, these ordinary course setoffs are not independently accounted for and, as such, are or may not be included separately in the Schedules and Statements. In addition, some amounts listed in the Schedules and Statements may have been affected by setoffs or nettings by third parties of which the Debtors are not aware. The Debtors reserve all rights to challenge any setoff and/or recoupment rights that may be asserted.
- (v) **Blank Values.** Unless otherwise indicated, all amounts left blank indicate zero value.

6. **Specific Schedules Disclosures.**

Schedule A/B, Part 1 – Cash and Cash Equivalents. Details with respect to the Debtors' Cash Management System and bank accounts are provided in the Cash Management Motion and the Cash Management Order. The balances of financial accounts listed on Schedule A/B Part 1 are as of the Petition Date. Schedule A/B, Part 1 lists closing bank balances as of the Petition Date and includes restricted cash posted to collateralize letters of credit.

Schedule A/B, Part 2 – Deposits and Prepayments. The balances of deposits and prepayments presented at Schedule A/B Parts 1 and 2 are as of the Petition Date. Schedule A/B Part 2.

Schedule A/B, Part 3 – Accounts receivable. This item excludes intercompany receivables among the Debtors and between the Debtors and their non-Debtor affiliates. Instead, these intercompany receivables are included in Schedule A/B, Part 11, Item 77.

Outcomes as to collectability or doubtfulness of accounts receivable may differ from the categorizations included in Schedule A/B Part 3.

Schedule A/B, Part 4, Item 14 – Mutual Funds or Publicly traded Stocks. Prior to the Petition Date, the Debtors initiated a sale of its investment in Allego Group. Funds related to this sale were received post-petition. This holding is included out of an abundance of caution.

Schedule A/B, Part 4, Item 15 – Non-publicly traded stock and interests in incorporated and unincorporated businesses. The Debtors' ownership interests in subsidiaries have been listed in an undetermined amount because the fair market value of such ownership is dependent on numerous variables and factors and may differ

significantly from their net book value.

Schedule A/B, Part 5 – Inventory, excluding agriculture assets. An external or professional valuation of the Debtors inventory has not been undertaken. Inventory for Debtor Fisker Group, Inc is comprised of vehicles and chargers held for sale on the Petition Date. No inventory was received in the 20 days prior to the Petition Date. The Debtors' accounting policy recognizes inventory upon loading of inventory at port of export.

Schedule A/B, Part 5, Question 21 – Finished Goods including Goods Held for Resale. The Debtors' vehicle inventory held for sale is listed as at the Petition Date. The Debtors have a perpetual inventory system as opposed to a periodic inventory system which records inventory on a basis rather than a periodic count.

Schedule A/B, Part 7 – Office furniture, fixtures, and equipment; and collectibles. An external professional valuation of the Debtors' office furniture, fixtures, and equipment has not been undertaken. Amounts are listed net of accumulated depreciation, impairment and valued using the net book value method. The Debtors generally capitalize an asset if the asset has a life that extends beyond 12 months and if it meets a certain dollar threshold in accordance with the Debtors' accounting policy. Maintenance and repair expenditures are expensed as incurred, while major improvements that increase functionality of the asset are capitalized and depreciated ratably to expense over the identified useful life.

Schedule A/B, Part 8 – Machinery, Equipment & Vehicles. An external or professional valuation of the Debtors' machinery, equipment and vehicles has not been undertaken. Vehicles listed are not held for sale; amounts listed are net of accumulated depreciation, are valued at net book value, and adjusted to market value when lower than the net book value.

Schedule A/B Part 9 – Real Property – Debtors do not own any real estate or land. The Debtors do have an interest in leased property which are listed. For the purposes of the Schedules the value of these leases is shown as undetermined.

To qualify for capitalization, leasehold improvement expenditures must exceed \$2,000 in total and represent significant alterations, renovations or structural changes that increase the usefulness of the asset, enhance its efficiency or prolong its useful life by more than one year. The book value of these leasehold improvements is shown net of accumulated depreciation.

Schedule A/B, Part 10 – Intangibles and intellectual property. As of the Petition Date, the Debtors' books and records did not reflect a net book value for intangibles as the intangible assets were fully impaired. The intellectual property is not reflected in the accounting records. The Debtors attempted to collect the necessary data and each identifiable component of the Debtors' intangible assets and intellectual property is listed individually using undetermined amounts because individual intangibles and intellectual property do not have a book value in the Debtors' accounting records.

The Debtors have miscellaneous intellectual property in the trade secret category, which is stored on the companies' systems and in their books and records and includes engineering CAD data; vehicle architecture, packaging layout and related data; specification sheets; bill of materials; CAE data (crash, safety, aero/CFD, NVH/durability, thermal); homologation and test data; network architecture data; component level functions and specification documents; diagnostic tools; and source code. These intellectual property assets are not listed in Schedule A/B Part 10.

The Debtors have customer lists but do not ascribe an asset value to these lists.

Schedule A/B, Part 11, Item 71 – Notes Receivable. Debtor Fisker Group Inc. is party to agreements with Auto-Kabel Group Companies including a loan agreement and a call option agreement. The funded principal amount of the loan as of the petition date was approximately Euros 7.7 million. Amounts are listed in United States dollars translated at a rate on the Petition Date of at 1 Euro to 1.07355 USD. Accrued interest is not reflected in the amount which does not indicate any forgiveness of any amount of the loan balance.

Schedule A/B, Part 11, Item 72 – Tax Refunds and unused net operating losses (NOLs). The Debtors reserve all rights to any tax assets that may exist as a result of net operating losses, research and development credit carryforwards, or any other means. Debtor Fisker Inc. records NOLs as part of the Debtors' tax consolidation group, however, this is not intended to indicate the other Debtors are limited in their rights to any tax assets. As part of the *Motion of Debtors' for Entry of Interim and Final Orders (I) Establishing Notification and Hearing Procedures for, and Approving Restrictions on, Certain Transfers of and Declarations of Worthlessness with Respect to Interests in and Certain Claims against the Debtors' Estates and (II) Establishing a Record Date for Notice and Sell-Down Procedures for Trading in Claims against the Debtors' Estates* [Docket No. 7], the Debtors disclosed the following potential tax attributes: federal NOL carryforward of approximately \$1.1 billion; consolidated states' NOL carryforward of approximately \$900 million combined; federal research and development tax credits of approximately \$300,000, and California research and development tax credits of approximately \$375,000; and certain other attributes.

Schedule A/B, Part 11, Item 73 – Interests in insurance policies or annuities. A list of the Debtors' insurance policies and related information is available in the *Motion of Debtors for Entry of Interim and Final Orders Authorizing (I) Debtors to Continue and Renew Their Liability, Property, Casualty, Surety Bond, and Other Insurance Programs, and Honor All Obligations in Respect Thereof and (II) Financial Institutions to Honor and Process Related Checks and Transfers* [Docket No. 8]. The Debtors have also listed these policies in the event there is a cash value to such policies. The Debtors assert all rights across all named insured parties for any interest in all policies. Exclusion of these policies on any of the Schedules and Statements of any Debtor does not waive any interest of any Debtor to a recovery value of an interest in all insurance policies.

Schedule A/B, Part 11, Items 74 & 75 – Causes of action against third parties (whether or not a lawsuit has been filed) and other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtors and rights to set off claims. Potential preference actions and/or fraudulent transfer actions were not listed because the Debtors have not completed an analysis of such potential claims. The Debtors' failure to list any cause of action, claim, or right of any nature is not an admission that such cause of action, claim, or right does not exist, and should not be construed as a waiver of such cause of action, claim, or right.

Schedule D – Creditors Who Have Claims Secured by Property. Except as otherwise ordered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset for the benefit of a secured creditor. Similarly except as otherwise ordered by the Bankruptcy Court, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument (including without limitation, any intercompany agreement) related to such creditor's claim.

The Debtors made reasonable, good-faith efforts to include all liens on Schedule D, but may have inadvertently omitted an existing lien because of, among other things, the possibility that a lien may have been imposed after the Uniform Commercial Code searches were performed or a counterparty may not have filed the requisite documentation. To the knowledge of the Debtors, all claims listed on Schedule D arose or were incurred before the Petition Date.

Schedule D Secured Debt: includes interest accrued through June 19, 2024. Debtor Fisker, Inc. is the borrower of secured funded debt obligations. The Schedules reflect all borrowers and guarantors of secured funded debt obligations.

Schedule D does not include beneficiaries of letters of credit. Although the claims of these parties may be secured by a letter of credit, the Debtors' obligations under the letters of credit run to the issuers thereof, and not to the beneficiaries thereof. Collateral values listed in Schedule D are as of the Petition Date.

JP Morgan Chase provided credit cards which were cash collateralized by restricted cash shown at Schedules A/B Question 3. This liability is Scheduled on Schedule D.

Except as specifically stated herein, real property lessors, utility companies, and other parties which may hold security deposits have not been listed on Schedule D. The Debtors have not included parties that may believe their claims are secured through setoff rights or inchoate statutory lien rights.

The Debtors take no position in these Schedules and Statements regarding the validity of any such liens or the extent or validity of a particular creditor's lien, including other creditors listed in Schedule D, and except as otherwise ordered by the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection, or immunity

from avoidance of any lien purported to be granted or perfected on any such property.

Between June 26, 2024, and July 3, 2024, CVI Investments, Inc. swept approximately \$12,841,569 from non-debtor bank accounts.

Schedule E/F – Creditors Who Hold Unsecured Claims

Part 1 – Creditors with Priority Unsecured Claims. The listing of a claim on Schedule E/F, Part 1, does not constitute an admission by the Debtors that such claim or any portion thereof is entitled to priority treatment under section 507 of the Bankruptcy Code. The Debtors reserve their rights to dispute the amount and the priority status of any claim on any basis at any time.

Pursuant to the *Interim Order (I) Authorizing the Debtors to (A) Pay Prepetition Employee Obligations and (B) Maintain Employee Benefits Programs and Pay Related Administrative Obligations, and (II) Current and Former Employees to Proceed with Outstanding Workers Compensation Claims, and (III) Financial Institutions to Honor and Process Related Checks and Transfers* [Docket No. 52] (the “**Interim Wages Order**”) and the *Final Order (I) Authorizing the Debtors to (A) Pay Prepetition Employee Obligations and (B) Maintain Employee Benefits Programs and Pay Related Administrative Obligations, and (II) Current and Former Employees to Proceed with Outstanding Workers Compensation Claims, and (III) Financial Institutions to Honor and Process Related Checks and Transfers* [Docket No. 321] (the “**Final Wages Order**”), the Debtors received authority to pay certain prepetition obligations, including, without limitation, obligations related to employee wages and other employee benefits, in the ordinary course of business. For purposes of preparing the Schedules and Statements, the Debtors did not include on Schedule E/F, Part 1 any undisputed, prepetition claims of non-insiders related to employee wages and other employee benefits that have been paid or may be paid pursuant to the Final Wages Order.

Part 2 – Creditors with Nonpriority Unsecured Claims. The liabilities identified on Schedule E/F, Part 2, are derived from the Debtors’ books and records as of the Petition Date. The Debtors made a reasonable attempt to set forth their unsecured obligations, although the actual amount of claims against the Debtors may vary from those liabilities represented on Schedule E/F Part 2. The listed liabilities may not reflect the correct amount of any unsecured creditor’s allowed claims or the correct amount of all unsecured claims.

The Schedules generally attribute liabilities as reflected on the Debtors’ books and records.

Schedule E/F, Part 2 and Statements, Part 3, Question 7, contain information regarding pending litigation involving the Debtors. The amounts for these potential claims are listed as “undetermined” and are marked as contingent, unliquidated, and disputed in the Schedules and Statements. For the avoidance of doubt, demand

letters received from potential litigants that do not list a specific Debtor are listed in the Schedules for Debtor Fisker Group, Inc.

Schedule E/F, Part 2, reflects certain prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption or assumption and assignment of an executory contract or unexpired lease. In addition, Schedule E/F, Part 2, does not include claims that may arise in connection with the rejection of any executory contracts or unexpired leases, if any, that may be or have been rejected in these chapter 11 cases.

In many cases, the claims listed on Schedule E/F, Part 2, arose, accrued, or were incurred on various dates or on a date or dates that are unknown to the Debtors or are subject to dispute. Where the determination of the date on which a claim arose, accrued, or was incurred would be unduly burdensome and costly to the Debtors' estates, the Debtors have not listed a specific date or dates for such claim.

The Debtors have made reasonable efforts to locate and identify Guarantees in each of the executory contracts, unexpired leases, secured financings, debt instruments and other such agreements to which any Debtor is a party. Where Guarantees have been identified they have been included in the relevant Schedules for the Debtor or Debtors affected by such Guarantees. The Debtors have placed the Guarantees on Schedule H for both the primary obligor and the guarantor of the relevant obligation. It is possible that certain Guaranties embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments and other such agreements may have been inadvertently omitted. The Debtors reserve their rights to amend the Schedules to the extent additional Guarantees are identified or such Guarantees are discovered to have expired or be unenforceable. In addition, the Debtors reserve the right to amend the Schedules and Statements to recharacterize or reclassify any such contract or claim, whether by amending the Schedules and Statements or in another appropriate filing. Additionally, failure to list any Guarantees in the Schedules and Statements, including in any future amendments to the Schedules and Statements, shall not affect the enforceability of any Guarantees not listed.

As of the time of filing of the Schedules and Statements, the Debtors may not have received all invoices for payables, expenses, and other liabilities that may have accrued prior to the Petition Date. Accordingly, the information contained on Schedules D and E/F may be incomplete. The Debtors reserve their rights to, but undertake no obligations to, amend Schedules D and E/F if and as they receive such invoices.

Liabilities listed on Schedules E/F have not been adjusted for any prepetition amounts paid under various authority granted by the Bankruptcy Court, including the First Day Orders, that have been issued postpetition. The Debtors expect that certain claimants may continue to receive payments for prepetition amounts paid

under various authority granted by the Bankruptcy Court that would be issued postpetition. The Debtors reserve their rights with respect to such payments, including the right to amend, supplement, or otherwise modify Schedule E/F, Part 2, to reflect such payments.

In some cases, Schedule E/F does not include certain deferred charges, deferred liabilities, accruals, or general reserves. Such amounts may, however, be reflected on the Debtors' books and records as required in accordance with GAAP. Such accruals are general estimates of liabilities and do not represent specific Claims as of the Petition Date. The Debtors have made every effort to include as contingent, unliquidated, or disputed the Claim of any vendor not included on the Debtors' open accounts payable that is associated with an account that has an accrual or receipt not invoiced.

Schedule E/F reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may ultimately be paid in connection with the cure costs associated with assumption or assumption and assignment of an executory contract or unexpired lease.

Warranty & Deferred Revenue: Schedule E/F, Part 2, reflects known and potential warranty claims of customer as at the Petition Date. The warranty amounts reflected are an estimate based on information available to the Debtors for required replacement of certain parts (water pump and door handles), however are contingent, unliquidated and disputed until an assessment is made as to whether replacement parts are required, and repair work is undertaken. Grouped with warranty claims are estimated amounts reflecting ongoing after-sales services purchased by customers.

Customer Reservations: Schedule E/F, Part 2, reflect reservations paid for future vehicle sales. Certain amounts relating to reservations were held by credit card and payment processors and were not remitted to the Debtors. Reservation amounts paid may have been repaid to consumers by third-party credit card and other payment processors. Addresses relating to customer reservations were not required by the Debtors. The Debtors only have email addresses on file. The amounts listed are net of a processing fee levied by a third-party payment processor.

Schedule G – Executory Contracts and Unexpired Leases. While reasonable efforts have been made to ensure the accuracy of Schedule G, inadvertent errors, omissions, and unintended duplication or overinclusion of items may have occurred.

Listing a contract, lease, or agreement on Schedule G does not constitute an admission that such contract, lease, or agreement is an executory contract or unexpired lease or that such contract, lease, or agreement was in effect on the Petition Date or is valid or enforceable. The Debtors hereby reserve all their rights, claims and Causes of Action with respect to the contracts, leases, or agreements on Schedule G, including the right to dispute the validity, status, or enforceability of, or otherwise modify any contracts, leases, or agreements set

forth on Schedule G and to amend, supplement, or otherwise modify Schedule G as necessary, at any time, to remove any contracts, leases, or agreements.

Certain of the contracts, leases, and agreements listed on Schedule G may contain renewal options, guarantees of payment, indemnifications, options to purchase, rights of first refusal, and other miscellaneous rights. Such rights, powers, duties, and obligations are not set forth separately on Schedule G. In addition, the Debtors may have entered into various other types of agreements in the ordinary course of business, such as supplemental agreements and letter agreements, which agreements may not be set forth on Schedule G. The Debtors reserve their rights to amend, supplement, or otherwise modify Schedule G to the extent that additional information regarding such agreements becomes available. Certain executory contracts or unexpired leases may not have been memorialized and could be subject to dispute. Any executory contracts or unexpired leases that have not been reduced to writing are not included on Schedule G.

Certain of the contracts, leases, and agreements listed on Schedule G may consist of several parts, including, without limitation, purchase orders, amendments, restatements, waivers, letters, and other documents that may not be identified in Schedule G or that may be listed as a single entry. The Debtors expressly reserve their rights to determine or challenge whether such documents constitute an executory contract or unexpired lease, a single contract, agreement or lease, or multiple, severable or separate contracts, agreements or leases.

The contracts, leases, and agreements identified in Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda, and other documents, instruments, and agreements that may not be listed therein despite the Debtors' use of reasonable efforts to identify such documents.

Unless otherwise specified in Schedule G, each executory contract or unexpired lease identified therein shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is listed therein. In some cases, the same supplier or provider may appear multiple times in Schedule G. Multiple listings, if any, reflect distinct agreements between the applicable Debtor and such supplier or provider.

The Debtors are parties to certain non-disclosure and/or confidentiality agreements, which may constitute executory contracts. Out of an abundance of caution, to avoid breaching any such non-disclosure and/or confidentiality agreements, the Debtors have not listed such agreements in Schedule G. Such agreements may be provided upon request to the Debtors' counsel.

Omission of a contract, lease, or agreement from Schedule G does not constitute an admission that such omitted contract, lease, or agreement is not an executory contract or

unexpired lease. The Debtors' rights under the Bankruptcy Code with respect to any such omitted contracts, leases, or agreements are not impaired by any such omission.

In the ordinary course of business, the Debtors utilize purchase orders to obtain goods from various vendors. Due to the generally brief durations of purchase orders and the volume and frequency of these transactions, individual purchase orders that were active as of the Petition Date are not listed on Schedule G. The Debtors reserve all rights as to active purchase orders as of the Petition Date. The omission of purchase orders from Schedule G does not constitute an admission that any such purchase order is not an executory contract or unexpired lease.

Schedule H – Co-Debtors. For purposes of Schedule H, the Debtors may not have identified certain Guarantees that are embedded in the Debtors' executory contracts, unexpired leases, debt instruments, and other agreements. Thus, the Debtors reserve their rights to amend Schedule H to the extent that additional Guarantees are identified, or such Guarantees are discovered to have expired or become unenforceable. The disclosure on Schedule H does not constitute an admission by the Debtors as to the effectiveness or enforceability of such Guarantee.

In the ordinary course of businesses, the Debtors may become subject to pending or threatened litigation and claims arising out of the conduct of their businesses. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-claims and counterclaims against other parties. The Debtors have not listed any litigation-related co-Debtors in Schedule H. Instead, all such listings to the extent known to the Debtors are listed on Schedule E/F.

7. **Specific Statements Disclosures.**

Statements, Part 1, Question 1 – Gross revenue from business. The gross revenue reported for the current fiscal year is through the Petition Date. The current fiscal year revenues are unaudited and could be subject to material adjustments. Revenue for years 2022 and 2023 is unaudited as it relates to the individual Debtor entities and as such could be subject to material adjustments.

Statements, Part 1, Question 2 – Non-business revenue. Non-business revenue for the current fiscal year is through the Petition Date. Non-business revenue includes interest and dividend income. The non-business revenue for the current fiscal year along with years 2022 and 2023 is unaudited as it relates to the individual Debtor entities and as such could be subject to material adjustments. Asset dispositions are not listed at this question.

Statements, Part 2, Question 3 – Certain payments or transfers to creditors within 90 days before filing this case. Prior to the Petition Date, the Debtors maintained a centralized cash management system through which certain Debtors made payments, as further explained in the *Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing (A) Debtors to Continue to Maintain Existing Cash Management System, Bank Accounts, and Business Forms, (B) Debtors to Open and Close Bank Accounts, and (C)*

Financial Institutions to Administer the Bank Accounts and Honor and Process Related Checks and Transfers, and (II) Waiving Deposit and Investment Requirements [Docket No. 9] (the “**Cash Management Motion**”).

The response to Statements, Part 2, Question 3 includes any disbursement or other transfer made by the Debtors except for those made to (i) insiders or other Debtors (which payments appear in response to Statements, Part 2, Question 4) and (ii) non-insider employees. In addition, the response to Statements Part 2, Question 3 does not include checks that were either voided or not presented prior to the Petition Date. There is no overlap or duplication between or among the data presented in response to these disclosures.

Disbursements made on account of multiple invoices may be reflected as a single payment on Statements, Part 2, Question 3. The Debtors’ accounts payable systems does not include the corresponding payment clear dates, and compiling this data would have required a time-consuming manual review of individual bank statements. It is expected, however that many payments included in Statements, Part 3 have payment clear dates that are the same as payment dates (e.g., wires and other forms of electronic payments.)

Statements, Part 2, Question 4 – Payments or other transfers of property made within 1 year before filing this case that benefited any insider. The listing of any individual or entity as an insider does not constitute an admission or a final determination that any such individual or entity is or is not an insider. Distributions by the Debtors to their directors and officers are listed in the attachment to Statements, Part 2, Question 4. Certain directors and executive officers are directors and executive officers of multiple Debtor entities.

Certain non-cash amounts included in as employee compensation for tax reporting purposes, such certain income for group term life, were excluded in the answers to Question 4.

Former employees receive, or can elect to receive at their cost, health benefits after their termination date in line with Debtors policies and procedures. Disbursements related to those benefits have not been separately itemized in the responses to Question 4.

In the ordinary course of business, the Debtors maintained insurance policies that included global policies benefiting the Debtors and non-Debtors. These payments are not listed in response to Question 4.

Statements, Part 2, Question 6 – Setoffs. For a discussion of setoffs and nettings incurred by the Debtors, refer to section 4(v) of the Global Notes.

Statements, Part 3, Question 7 – Legal Actions. The Debtors have used reasonable efforts to report all legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the Debtors were involved in any capacity within one year before the Petition Date. The Debtors reserve their rights to assert that neither the Debtors nor any affiliate of the Debtors is an appropriate party to such actions or proceedings.

Statements, Part 5, Question 10 – Certain losses. The Debtors occasionally incur losses for a variety of reasons, including theft, property damage, or other casualty. The Debtors, however, may not have records of all such losses to the extent such losses do not have a material impact on the Debtors' businesses or are not reported for insurance purposes.

Statements, Part 6, Question 11 – Payments related to bankruptcy. All disbursements listed in Statements, Part 6, Question 11 were initiated and disbursed by Fisker Group Inc. but were for the benefit of all Debtors.

Statements, Part 6, Question 13 – Other transfers – property transferred outside ordinary course of business within 2 years preceding commencement of this case. Debtor Fisker Inc. sold 1,000,000 ordinary shares of Allego NV [NYSE: ALLG] stock for a net monetary amount of \$1,000,223.52 during the two years preceding commencement of this case. From time-to-time during the two years preceding commencement of this case, the Debtors may have transferred equipment and other assets and/or sold certain equipment and other assets to third parties. These types of ordinary course transfers have not been disclosed. The Debtors may have also abandoned assets in place at the locations for which they have no future use or have been unable to sell to a third party. These types of transfers have not been disclosed.

Statements, Part 7, Question 14 – Previous Locations. The locations listed for previous locations reflect the corporate headquarters of the organization.

Statements, Part 10, Question 20 – Off-premises storage. Locations for off-premises storage do not include contract manufacturers or shippers that are holding goods in-transit, including but not limited to goods on ships, in trucks, or in warehouses where they may be temporarily stored during the transportation process. The Debtors' vehicles are assembled and manufactured at third party locations. Names and addresses for these locations are not included. As of the Petition Date, certain vehicle inventory was located in the Republic of Austria and the Kingdom of Belgium. Ownership claims of the Debtors and certain foreign affiliates with respect to such inventory were resolved in accordance with the *Order (I) Authorizing and Approving the Sale of Certain of the Debtors' Assets Free and Clear of Liens, Claims, Encumbrances, and Interests, (II) Authorizing the Debtors to Enter into and Perform under the Fleet Sales Agreement, and (III) Granting Related Relief* [Docket No. 243, as subsequently amended by Docket No. 294].

The Debtors' accounting policy recognizes inventory receipt upon loading of inventory at port of export. The locations of vehicles awaiting shipment to the United States of America as of the Petition Date are not included in this question.

Statements, Part 13, Question 25 – Other business. Foreign entities connected to the Debtors do not have United States issued Employer Identification Numbers.

Statements, Part 13, Question 26d – Books, records, and financial statements. Debtor Fisker Inc. was a publicly traded company. As such, the consolidated financial statements

of Fisker Inc. and its subsidiaries were made publicly available and provided to creditors, financial institutions, and other parties. The Debtors provide certain parties such as banks, auditors, potential investors, vendors and financial advisors with financial statements that may not be part of a public filing. The Debtors do not maintain complete lists or other records tracking such disclosures.

Statements, Part 13, Question 27 – Inventories. The Debtors have a perpetual inventory system as opposed to a periodic inventory system which records inventory on a basis rather than a periodic count. Since no periodic inventory counts were undertaken this question is not applicable.

Statements, Part 13, Question 28 – Officers, Directors, and Controlling Shareholders. The Debtors' current officers and directors are listed herein. Amounts held by shareholders may change frequently.

Statements, Part 13, Question 29 – Former Directors and Officers. Commercially reasonable efforts have been made to provide accurate and complete information regarding the former directors, managing members, general partners, members, or shareholders who were in control of the Debtors within one year before the Petition Date but who no longer hold these positions. While this information was based the best information available, inadvertent errors or omissions may exist.

Statements, Part 13, Question 30 – Payments, Distributions, or Withdrawals Credited or Given to Insiders. Please refer to Statements, Part 2, Question 4 regarding all payments to insiders.

Fill in this information to identify the case:

Debtor Name: In re : Fisker TN LLC
 United States Bankruptcy Court for the: District Of Delaware
 Case number (if known): 24-11391 (TMH)

Check if this is an amended filing

Official Form 207

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy 04/22

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

Part 1: Income

1. Gross revenue from business

None

Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year	Sources of revenue Check all that apply	Gross revenue (before deductions and exclusions)
From the beginning of the fiscal year to filing date: From _____ to Filing date MM / DD / YYYY	<input type="checkbox"/> Operating a business <input type="checkbox"/> Other _____	\$ _____
For prior year: From _____ to _____ MM / DD / YYYY MM / DD / YYYY	<input type="checkbox"/> Operating a business <input type="checkbox"/> Other _____	\$ _____
For the year before that: From _____ to _____ MM / DD / YYYY MM / DD / YYYY	<input type="checkbox"/> Operating a business <input type="checkbox"/> Other _____	\$ _____

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

2. Non-business revenue

Include revenue regardless of whether that revenue is taxable. Non-business income may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

None

		Description of sources of revenue	Gross revenue from each source (before deductions and exclusions)
From the beginning of the fiscal year to filing date:	From _____ to Filing date MM / DD / YYYY	_____	\$ _____
For prior year:	From _____ to _____ MM / DD / YYYY MM / DD / YYYY	_____	\$ _____
For the year before that:	From _____ to _____ MM / DD / YYYY MM / DD / YYYY	_____	\$ _____

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

Part 2: List Certain Transfers Made Before Filing for Bankruptcy

3. Certain payments or transfers to creditors within 90 days before filing this case

List payments or transfers-including expense reimbursements-to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$7,575 . (This amount may be adjusted on 4/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

None

Creditor's name and address	Dates	Total amount or value	Reasons for payment or transfer Check all that apply
3.1 Creditor's Name Street City State ZIP Code Country		\$	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other

4. Payments or other transfers of property made within 1 year before filing this case that benefited any insider

List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$7,575. (This amount may be adjusted on 4/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. Insiders include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

None

Insider's Name and Address	Dates	Total amount or value	Reason for payment or transfer
4.1 Fisker Group Inc. Insider's Name 14 Centerpointe Drive Street La Palma CA 90623 City State ZIP Code Country Relationship to Debtor Related Party	5/20/2024	\$ 9,046.00	Intercompany Transfer

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

5. Repossessions, foreclosures, and returns

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

None

Creditor's Name and Address	Description of the Property	Date	Value of property
5.1 Creditor's Name			\$
Street			
City State ZIP Code			
Country			

6. Setoffs

List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

None

Creditor's Name and Address	Description of the action creditor took	Date action was taken	Amount
6.1 Creditor's Name			\$
Street			
City State ZIP Code	Last 4 digits of account number: XXXX-		
Country			

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

Part 3: Legal Actions or Assignments

7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

None

Case title	Nature of case	Court or agency's name and address	Status of case
7.1		Name	<input type="checkbox"/> Pending
		Street	<input type="checkbox"/> On appeal
		City State ZIP Code	<input type="checkbox"/> Concluded
		Country	

8. Assignments and receivership

List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

None

Custodian's name and address	Description of the Property	Value
8.1		\$
Custodian's name		Court name and address
Street	Case title	Name
City State ZIP Code	Case number	Street
Country	Date of order or assignment	City State ZIP Code
		Country

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

Part 4: Certain Gifts and Charitable Contributions

9. List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000

None

Recipient's name and address	Description of the gifts or contributions	Dates given	Value
9.1 Creditor's Name Street City State ZIP Code Country Recipient's relationship to debtor			\$

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

Part 5: Certain Losses

10. All losses from fire, theft, or other casualty within 1 year before filing this case.

None

Description of the property lost and how the loss occurred	Amount of payments received for the loss If you have received payments to cover the loss, for example, from insurance, government compensation, or tort liability, list the total received. List unpaid claims on Official Form 106A/B (Schedule A/B: Assets – Real and Personal Property).	Date of loss	Value of property lost
10.1			\$

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

Part 6: Certain Payments or Transfers

11. Payments related to bankruptcy

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

None

Who was paid or who received the transfer?	If not money, describe any property transferred	Dates	Total amount or value
11.1			\$
Address			
Street			

City	State	ZIP Code	
Country			
Email or website address			

Who made the payment, if not debtor?			

12. Self-settled trusts of which the debtor is a beneficiary

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device. Do not include transfers already listed on this statement.

None

Name of trust or device	Describe any property transferred	Dates transfers were made	Total amount or value
12.1			\$
Trustee			

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

13. Transfers not already listed on this statement

List any transfers of money or other property - by sale, trade, or any other means - made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

None

Who received transfer?	Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value
13.1			\$

Address

Street

City State ZIP Code

Country

Relationship to Debtor

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

Part 7: Previous Locations

14. Previous addresses

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

Does not apply

Address		Dates of occupancy	
14.1	1888 Rosecrans Avenue	From	6/2023 To 5/2024
	Street		
	Manhattan Beach	CA	90266
	City	State	ZIP Code
	Country		

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

Part 8: Health Care Bankruptcies

15. Health Care bankruptcies

Is the debtor primarily engaged in offering services and facilities for:
 — diagnosing or treating injury, deformity, or disease, or
 — providing any surgical, psychiatric, drug treatment, or obstetric care?

- No. Go to Part 9.
- Yes. Fill in the information below.

Facility Name and Address	Nature of the business operation, including type of services the debtor provides	If debtor provides meals and housing, number of patients in debtor's care
15.1 Facility Name Street City State ZIP Code Country	Location where patient records are maintained (if different from facility address). If electronic, identify any service provider.	How are records kept? Check all that apply: <input type="checkbox"/> Electronically <input type="checkbox"/> Paper

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

Part 9: Personally Identifiable Information

16. Does the debtor collect and retain personally identifiable information of customers?

- No.
- Yes. State the nature of the information collected and retained. _____
 Does the debtor have a privacy policy about that information?
 - No
 - Yes

17. Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b), or other pension or profit-sharing plan made available by the debtor as an employee benefit?

- No. Go to Part 10.
- Yes. Does the debtor serve as plan administrator?
 - No. Go to Part 10.
 - Yes. Fill in below:

Name of plan	Employer identification number of the plan
17.1 _____	EIN: _____

Has the plan been terminated?

- No
- Yes

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

Part 10: Certain Financial Accounts, Safe Deposit Boxes, and Storage Units

18. Closed financial accounts

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?
 Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

None

Financial institution name and address	Last 4 digits of account number	Type of account	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
18.1 Name Street City State ZIP Code Country	XXXX-	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Money market <input type="checkbox"/> Brokerage <input type="checkbox"/> Other		\$

19. Safe deposit boxes

List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

None

Depository institution name and address	Names of anyone with access to it	Description of the contents	Does debtor still have it?
19.1 Name Street City State ZIP Code Country			<input type="checkbox"/> No <input type="checkbox"/> Yes

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

20. Off-premises storage

List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

None

Facility name and address	Names of anyone with access to it	Description of the contents	Does debtor still have it?
20.1			<input type="checkbox"/> No
Name			<input type="checkbox"/> Yes
Street			
City	State	ZIP Code	Address
Country			

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

Part 11: Property the Debtor Holds or Controls That the Debtor Does Not Own

21. Property held for another

List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

None

	Owner's name and address	Location of the property	Description of the property	Value
21.1	Name			\$
	Street			
	City State ZIP Code			
	Country			

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

Part 12: Details About Environmental Information

For the purpose of Part 12, the following definitions apply:

- *Environmental law* means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).
- *Site* means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.
- *Hazardous material* means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

Report all notices, releases, and proceedings known, regardless of when they occurred.

22. Has the debtor been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- No
- Yes. Provide details below.

Case title	Court or agency name and address	Nature of the case	Status of case
22.1 _____	Name _____ Street _____		<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
Case Number	_____		
	City _____ State _____ ZIP Code _____		
	Country _____		

23. Has any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of an environmental law?

- No
- Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
23.1 Name _____	Name _____		
Street _____	Street _____		
_____	_____		
City _____ State _____ ZIP Code _____	City _____ State _____ ZIP Code _____		
Country _____	Country _____		

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

24. Has the debtor notified any governmental unit of any release of hazardous material?

No

Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
24.1			
Name	Name		
Street	Street		
City State ZIP Code	City State ZIP Code		
Country	Country		

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

Part 13: Details About the Debtor's Business or Connections to Any Business

25. Other businesses in which the debtor has or has had an interest

List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. Include this information even if already listed in the Schedules.

None

	Business name and address	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
25.1	Name Street City State ZIP Code Country		EIN: Dates business existed From _____ To _____

26. Books, records, and financial statements

26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.

None

	Name and Address	Dates of service
26a.1	Angel Salinas Name 14 Centerpointe Drive Street La Palma CA 90623 City State ZIP Code Country	From 1/8/2024 To Present
26a.2	Florus Beuting Name Address on File Street City State ZIP Code Country	From 11/6/2023 To 11/14/2023
26a.3	John Finnucan Name Address on File Street City State ZIP Code Country	From 6/17/2022 To 10/27/2023

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

None

Name and Address		Dates of service	
26b.1	PricewaterhouseCoopers LLP	From	6/17/2022 To 5/7/2024
	Name		
	601 S Figueroa St.		
	Street		
	Los Angeles CA 90017		
	City State ZIP Code		
	Country		

26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

None

Name and address	If any books of account and records are unavailable, explain why
26c.1 Angel Salinas - CAO	
Name	
14 Centerpointe Drive	
Street	
La Palma CA 90623	
City State ZIP Code	
Country	

Name and address	If any books of account and records are unavailable, explain why
26c.2 Geeta Fisker - CFO	
Name	
14 Centerpointe Drive	
Street	
La Palma CA 90623	
City State ZIP Code	
Country	

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

Name and address

If any books of account and records are unavailable, explain why

26c.3 Saydulu Kolasani - CTO - SVP

Name

14 Centerpointe Drive

Street

La Palma

CA

90623

City

State

ZIP Code

Country

26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

None

Name and address

26d.1 See Global Note

Name

Street

City

State

ZIP Code

Country

27. Inventories

Have any inventories of the debtor's property been taken within 2 years before filing this case?

No

Yes. Give the details about the two most recent inventories.

Name of the person who supervised the taking of the inventory	Date of Inventory	The dollar amount and basis (cost, market, or other basis) of each inventory
See Global Note		\$ _____

Name and address of the person who has possession of inventory records

27.1

Name

Street

City

State

ZIP Code

Country

Debtor: Fisker TN LLC

Case number (if known): 24-11391

Name

28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.

Name	Address	Position and Nature of any interest	% of interest, if any
28.1 Fisker Group Inc.	14 Centerpointe Drive, La Palma, CA 90623	Sole Member	100%

29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?

- No
 Yes. Identify below.

Name	Address	Position and Nature of any interest	Period during which position or interest was held
29.1			From _____ To _____

30. Payments, distributions, or withdrawals credited or given to insiders

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised?

- No
 Yes. Identify below.

Name and address of recipient	Amount of money or description and value of property	Dates	Reason for providing the value
30.1 See SOFA Question 4 Name _____ Street _____ City _____ State _____ ZIP Code _____ Country _____			
Relationship to debtor			

31. Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?

- No
 Yes. Identify below.

Name of the parent corporation	Employer Identification number of the parent corporation
31.1 Fisker Inc.	EIN: 82-3100340

32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?

- No
 Yes. Identify below.

Name of the pension fund	Employer Identification number of the pension fund
32.1	EIN: _____

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both.

18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 08/15/2024
MM / DD / YYYY

x / s / Jose Angel Salinas, Jr. _____

Printed name Jose Angel Salinas, Jr.

Signature of individual signing on behalf of the debtor

Position or relationship to debtor Authorized Signatory

Are additional pages to *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy* (Official Form 207) attached?

No

Yes