

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)

Re: D.I. 722

Administrative Claims Bar Date:

Monday, November 18, 2024, at 4:00 p.m. (ET)

Professional Fee Claims Bar Date:

Monday, December 2, 2024

Rejection Damages Bar Date:

See below.

**NOTICE OF (I) EFFECTIVE DATE OF COMBINED DISCLOSURE
STATEMENT AND CHAPTER 11 PLAN OF LIQUIDATION OF
FISKER INC. AND ITS DEBTOR AFFILIATES AND
(II) CERTAIN CLAIMS BAR DATES**

PLEASE TAKE NOTICE THAT:

1. **Entry of Confirmation Order.** On October 16, 2024, the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) entered the *Findings of Fact, Conclusions of Law, and Order, Approving Disclosure Statement on a Final Basis, Confirming the Debtors’ Joint Chapter 11 Plan of Liquidation, and Granting Related Relief* [D.I. 722] (the “**Confirmation Order**”), pursuant to which the Bankruptcy Court approved and confirmed the *Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Fisker Inc. and Its Debtor Affiliates*, dated October 15, 2024 [D.I. 713] (the “**Plan**”).²

2. **Effective Date.** The Effective Date, as defined in the Plan, occurred on **October 17, 2024.**

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 Capitalized terms used but not defined herein are defined in the Plan or Confirmation Order, as applicable.



3. **Administrative Claims Bar Date.** Except with respect to (a) a Professional Fee Claim, (b) a Cash Collateral Adequate Protection Claim, (c) an Administrative Claim that has been Allowed or paid on or before the Administrative Bar Date, or (d) any Administrative Claim held by the Secured Noteholder, the holder of an Administrative Claim must file with the Bankruptcy Court and serve on the Debtors, the Liquidating Trustee, the IP/Austria Assets Trustee, and the Office of the United States Trustee, notice of such Administrative Claim by no later than **4:00 p.m. (ET) on November 18, 2024.** As defined in the Plan, an “**Administrative Claim**” means a Claim incurred by the Debtors (or their Estates) on or after the Petition Date and before the Effective Date for a cost or expense of administration in the Chapter 11 Cases entitled to priority under sections 503(b) and 507(a)(2) of the Bankruptcy Code. **FAILURE TO FILE AND SERVE A REQUEST FOR PAYMENT OF SUCH ADMINISTRATIVE CLAIM BY THE ADMINISTRATIVE CLAIMS BAR DATE SHALL RESULT IN SUCH ADMINISTRATIVE CLAIM BEING FOREVER BARRED, ESTOPPED, AND ENJOINED FROM BEING ASSERTED AGAINST THE DEBTORS, THE ESTATES, THE LIQUIDATING TRUST, THE IP/AUSTRIA ASSETS TRUST, OR THEIR PROPERTY, AND SUCH ADMINISTRATIVE CLAIM SHALL BE DEEMED DISCHARGED AS OF THE EFFECTIVE DATE.**

4. **Professional Fee Claims Bar Date.** Each Professional who holds or asserts a Professional Fee Claim shall be required to file with the Bankruptcy Court, and serve on all parties required to receive a notice, a Fee Application within forty-five days after the Effective Date (**Monday, December 2, 2024**), for final Allowance of compensation for the services rendered and reimbursement of expenses incurred. The failure to timely file and serve such Fee Application shall result in the Professional Fee Claim being forever barred. **Objections to the Allowance of Professional Fee Claims must be filed and served no later than 4:00 p.m. (prevailing Eastern Time) on the date that is twenty-one (21) days after the filing of the applicable Fee Application.** Under the Plan, the term “**Professional Fee Claims**” means all Claims for accrued, contingent and/or unpaid fees and expenses (including hourly, transaction, and success fees) incurred by a Professional in the Chapter 11 Cases on or after the Petition Date and through and including the Effective Date that the Bankruptcy Court has not Disallowed by a Final Order.

5. **Procedures Relating to Assumption and Rejection of Executory Contracts and Unexpired Leases.** Pursuant to Article XI of the Plan, all Executory Contracts and Unexpired Leases of the Debtors shall be rejected pursuant to section 365 of the Bankruptcy Code, except: (a) any Executory Contracts and Unexpired Leases that are the subject of separate motions to reject, assume, or assume and assign filed pursuant to section 365 of the Bankruptcy Code by the Debtors before the entry of the Confirmation Order; (b) contracts and leases (if any) listed in the Assumed Executory Contracts and Unexpired Leases Schedule, filed as an exhibit to the Plan Supplement (if applicable); (c) all Executory Contracts and Unexpired Leases (if any) assumed or assumed and assigned by order of the Bankruptcy Court entered before the Effective Date not subsequently rejected pursuant to an order of the Bankruptcy Court; (d) any Executory Contract or Unexpired Lease that is the subject of a dispute over the amount or manner of cure pursuant to Article XI.B. of the Plan and for which the Debtors make a motion to reject such contract or lease based upon the existence of such dispute filed at any time; (e) any guaranty or similar agreement executed by a third party which guarantees repayment or performance of an obligation owed to the Debtors or to indemnify the Debtors; (f) agreements with third parties regarding preservation of the confidentiality of documents produced by the Debtors; and (g) Insurance Contracts.

6. **Rejection Damages Claim Bar Date.** Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court by the later of thirty (30) days from (a) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection and (b) the effective date of the rejection of such Executory Contract or Unexpired Lease. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed within such time shall be Disallowed pursuant to the Confirmation Order, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, the Liquidating Trust, the IP/Austria Assets Trust, or property of the foregoing parties, without the need for any objection by the Debtors, Liquidating Trustee, or IP/Austria Assets Trustee, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules, if any, or a Proof of Claim to the contrary.** Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article VI.B.4 of the Plan, and such claims may be objected to in accordance with the Plan.

7. **Copies of Plan Related Documents.** Copies of the Confirmation Order and the Plan, together with all other documents publicly filed in the Chapter 11 Cases are publicly available by accessing the Bankruptcy Court's website, <http://www.deb.uscourts.gov>, for a nominal charge (a PACER account is required), and can be obtained free of charge by visiting the Debtors' Case Information Website (<https://www.veritaglobal.net/fisker>), or by accessing the link at the following QR code:



8. **Binding Effect of Plan and Confirmation Order.** Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of this Plan shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Liquidating Trustee, the IP/Austria Assets Trustee, the holders of Claims and Interests, the Released Parties, and each of their respective successors and assigns. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

Dated: October 17, 2024
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

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