

**Fill in this information to identify the case:**

Debtor Lordstown Motors Corp.

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 23-10831

## Official Form 410

## Proof of Claim

04/22

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>ANSYS Incorporated and Subsidiaries dba ANSYS Inc</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> See summary page  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  Contact phone <u>412-874-1142</u> Contact email <u>alice.kunkel@ansys.com</u>	<b>Where should payments to the creditor be sent? (if different)</b>  Contact phone _____ Contact email _____  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:   __ __ __ __
<b>7. How much is the claim?</b> \$ <u>1,150,000</u>	<b>Does this amount include interest or other charges?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>computer engineering software licenses sale to Lordstown</u></p>
<b>9. Is all or part of the claim secured?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b> <div><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> <b>Basis for perfection:</b> _____ <small>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</small>  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <div><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div>
<b>10. Is this claim based on a lease?</b>	<div><input type="checkbox"/> No</div> <div><input checked="" type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b>   \$ <u>1,150,000</u></div>
<b>11. Is this claim subject to a right of setoff?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

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

Executed on date 10/06/2023  
MM / DD / YYYY

/s/Alice Kunkel  
Signature

Print the name of the person who is completing and signing this claim:

Name Alice Kunkel  
First name Middle name Last name

Title Senior Governance Specialist

Company ANSYS, Inc.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 709-4757 | International 424-236-7235

<b>Debtor:</b> 23-10831 - Lordstown Motors Corp.		
<b>District:</b> District of Delaware		
<b>Creditor:</b> ANSYS Incorporated and Subsidiaries dba ANSYS Inc Alice Kunkel 2600 ANSYS Dr  Canonsburg, PA, 15317  <b>Phone:</b> 412-874-1142  <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> alice.kunkel@ansys.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> computer engineering software licenses sale to Lordstown	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 1,150,000	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No  <b>Amount of 503(b)(9):</b> No  <b>Based on Lease:</b> Yes, 1,150,000  <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Alice Kunkel on 06-Oct-2023 1:30:05 p.m. Eastern Time  <b>Title:</b> Senior Governance Specialist  <b>Company:</b> ANSYS, Inc.		

**Invoice No.** 3446013



ANSYS, Inc.  
Southpointe  
2600 ANSYS Drive  
Canonsburg, PA 15317

T: 724-746-3304  
F: 724-820-4102  
E:  
us.receivables@ansys.com  
W: www.ansys.com

## Credit Memo

Invoice Seq.

Date

Order #

Oracle ID

Terms

Due Date

Customer ID

Customer Tax ID

Purchase Order

Sales Person

Ship Date

Ship Via

Waybill

INV77773

10-JAN-23

80524411

1975981

20888

118107

SCHRAM, CONNOR

1 of 1

## Bill To

Lordstown Motors Corporation  
38555 Hills Tech Dr.  
Farmington MI 48331  
United States

## Ship To

Lordstown Motors Corporation  
Rao Nuthalapati  
38555 Hills Tech Dr.  
Farmington MI 48331  
United States

Note: Line Item Values below are a percentage of each line item value on your relevant contract.

Item	Start	End	Qty	Total
LSTC LS-DYNA Large System Core - Lease				.00
Ansys Learning Hub Group Subscription				.00
State Rate Code	.00			
State Rate Code	-24,220.99			

## PNC Bank Lockbox Address for check remittances:

Ansys Inc  
PO Box 645918  
Pittsburgh, PA 15264-5257

Subtotal	.00
Tax	-24,220.99
USD Total	-24,220.99

\*\*Amounts due below exclude any applicable tax. Tax will be included on your future installment invoices when issued.

## PaymentKnox Electronic Payment Fraud Protection

In light of the recent increase in payments fraud, we have enrolled in a service aimed at protecting against bank account details manipulation. We have had our bank account details validated by nsKnox. Before making your first payment to us, go to - verify.nsknox.net. Enter the payee and bank account details that you have on record and verify that the bank account details that you have on record has been validated. The verification service is free of charge.

Federal ID# 04-3219960  
DUNS # 06-374-7653

	Amount Due	Due Date
Invoice 2 of 3	525,000.02	12/01/2023
Invoice 3 of 3	625,000.03	12/01/2024

# Purchase Order 118107

October 27, 2022

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"Any additional or conflicting terms and conditions  
contained in this purchase order are not acceptable and  
are hereby rejected. This order is expressly limited to the  
terms and conditions of your software license agreement."



## Ship-to Address

ANSYS Incorporated and  
Subsidiaries dba ANSYS Inc  
Nathan Brindle  
2600 ANSYS Dr  
Canonsburg, PA 15317  
USA

MI Office - non production  
  
TBD  
38555 Hills Tech Dr.  
Farmington Hills, MI 48331  
USA

Lordstown EV Corporation  
  
2300 Hallock Young Rd  
Warren, OH 44481

## Payment Terms

Net 30 days

## Buyer

Jonathan Woods

## Receive By

## Shipment Method

Vendor Invoice No.

Vendor Order No.

No.	Description	Quantity	Unit	Direct Unit Cost	Line Amount
73075	LSTC LS-DYNA Large System Core - Lease	1		425,000.00	425,000.00
	Quote #: 1-KSOXKG				
				Subtotal	425,000.00
				Invoice Discount	0.00
				Tax	0.00
				<b>Total USD</b>	<b>425,000.00</b>

# Quotation



**Lordstown Motors Corporation**  
38555 Hills Tech Dr.  
Farmington, MI 48331

**ANSYS, Inc.**  
2600 ANSYS Drive  
Canonsburg, PA 15317

**Contact Name:** Rao Nuthalapati  
**Email:** rao.nuthalapati@lordstownmotors.com  
**Customer #:** 20888  
**Quote #:** 1-KSOXKG  
**Quote Date:** 11/07/2022  
**Quote Expiration Date:** 11/30/2022  
**Payment Terms:** INS 30 NET

**ANSYS Contact:** Connor Schram  
**Email:** connor.schram@ansys.com  
**Additional Terms/Comments:** Year 1 Total: \$425,000  
Year 2 Total: \$525,000  
Year 3 Total: \$625,000

Please ensure the Quote number and Payment Terms listed above are clearly stated on your Purchase Order

Line	Product	License Type	Unit Fee	Qty	Discount	Total
1	LSTC LS-DYNA Large System Core - Lease Dates: 11/01/2022 - 10/31/2025 \$214/core annually	Lease / Pro-Rated	\$642.59	2048	-\$179,978.24	\$1,496,002.56
2	Ansys Learning Hub Group Subscription Dates: 11/01/2022 - 10/31/2023	Training / Master Subscription	\$1,579.95	50	\$0.00	\$78,997.50
<b>Total:</b>					<b>-\$179,978.24</b>	<b>\$1,575,000.06</b>

Above pricing does not include applicable sales tax.

US Customers: If applicable, Sales Tax Exemption Certificate or Direct Pay Permit must be included with order. Acceptance of order against this quotation is subject to approved credit checks and the ANSYS standard terms and conditions. Expired TECS licenses may be reinstated within a period of 2 years of the expiration date. An additional TECS reinstatement fee will apply to all orders received after the TECS expiration date.

**To place order, send purchase order to:** Jennifer Ingram  
**Email:** jennifer.ingram@ansys.com

## CONFIDENTIALITY

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this notice is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return these papers to us at the address shown above via first class mail.



## LICENSE FORM

**LICENSEE NAME:** Lordstown Motors Corporation

**SECTION 1: DESIGNATED SITE\*:**

Designated Site Address: Lordstown Motors Corporation  
38555 Hills Tech Dr.  
Farmington, MI 48331 USA

Installation Site:

(if different from above)

Installation Site Address:

(if different from above)

\* If Licensee is issuing a purchase order for more than one location and/or more than itself or one of its Affiliates, then the Designated Site for specific Program licenses shall be as set forth in the Quotation and not the Designated Site indicated above.

**SECTION 2: PROGRAMS**

The Program(s) licensed, the number of licenses of each Program or number of Named Users of each Program, the License Type, the License Term and the license fees are as specified in the accepted version of Quotation 1-KSOXKG submitted to Licensee by ANSYS, Inc.

**SECTION 3: ADDITIONAL TERMS**

**For any Lease Licenses or TECS offered by Licensor which extend for a term of longer than one (1) year, Licensee acknowledges and agrees that any purchase order issued against such Quotation commits Licensee to the full term listed in the Quotation, regardless of whether or not the Quotation splits the term into smaller, consecutive terms or Licensee issues separate purchase orders or makes separate payments during the course of the term.**

By signing below each party agrees to be bound by the terms and conditions of this License Form and the Software License Agreement identified in the header of this License Form which is incorporated herein (referred to collectively herein as the "Agreement"). Any terms used in this License Form which are defined in the applicable Software License Agreement shall have the same meaning in the License Form as they have in the Software License Agreement. If the Software License Agreement is a web version, it, as well as additional terms that may be referenced above, may be retrieved, printed and reviewed at <https://www.ansys.com/legal/terms-and-conditions> or by contacting your sales representative. If the Software License Agreement is a negotiated agreement, you may receive a copy by requesting one from your sales representative. No purchase order or any other purchasing instruments issued by Licensee, even if such purchase order or other purchasing instrument provides that it takes precedence over any other agreement between the parties, shall be effective to contradict, modify, delete from or add to the terms of the Agreement in any manner whatsoever. If you do not agree to be bound by the terms and conditions of the Agreement, please contact your sales representative.

**WITH THE INTENT TO BE LEGALLY BOUND, THE PARTIES AGREE:**

**LICENSOR:**

ANSYS, Inc. or ANSYS International LLC

2600 ANSYS Drive

Canonsburg, PA 15317

USA

By:

(Signature)

(Printed Name)

(Title)

(Date – mm/dd/yyyy)

**LICENSEE:**

Lordstown Motors Corporation

38555 Hills Tech Dr.

Farmington, MI 48331

USA

By:

*Jonathan Woods*  
(Signature)

Jonathan Woods

(Printed Name)

11/4/2022

(Title)

(Date – mm/dd/yyyy)