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*Co-Counsel to the Debtors and Debtors
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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

THRASIO HOLDINGS, INC., *et al.*,

Reorganized Debtors.¹

Chapter 11

Case No. 24-11840 (CMG)

(Jointly Administered)

**GLOBAL NOTES, METHODOLOGY, AND SPECIFIC
DISCLOSURES REGARDING THE DEBTORS' SCHEDULES OF
ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

General

¹ The last four digits of Debtor Thrasio Holdings, Inc.'s tax identification number are 8327. A complete list of the Debtors in these chapter 11 cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/Thrasio>. The Debtors' service address in these chapter 11 cases is 85 West Street, 3rd Floor, Walpole, MA, 02081.



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 Thrasio Holdings, Inc. (the “Company”) and its 240 debtor affiliates, as chapter 11 debtors and debtors in possession in the above captioned chapter 11 cases (collectively, the “Debtors”) in the United States Bankruptcy Court for the District of New Jersey (the “Court”) were prepared by management of the Debtors, with the assistance of the Debtors’ legal and financial advisors, pursuant to section 521 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) and rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), by management of the Debtors, with the assistance of the Debtors’ legal and financial advisors. The Schedules and Statements are unaudited and do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States (“GAAP”), and they are not intended to be fully reconciled to the financial statements.

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 that the Schedules and Statements are accurate and complete based on information that was available to them at the time of preparation, subsequent information or discovery may result in material changes to these Schedules and Statements, and inadvertent errors or omissions may have occurred. Accordingly, the Debtors and their managers, officers, directors, agents, attorneys, and financial 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. In no event will the Debtors, their managers, officers, directors, agents, attorneys, and financial 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 (as defined herein) 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 managers, officers, directors, agents, attorneys, and financial advisors are advised of the possibility of such damages.

Subsequent receipt of information or an audit may result in material changes in financial data requiring amendment of the Schedules and Statements. Accordingly, the Schedules and Statements remain subject to further review and verification by the Debtors. The Debtors reserve their right to amend the Schedules and Statements from time-to-time as may be necessary or appropriate; *provided*, that the Debtors, their agents, and their 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.

Josh Burke, Chief Financial Officer of the Debtors, has signed each of the Schedules and Statements. Mr. Burke is an authorized signatory for each of the Debtors. In reviewing and signing the Schedules and Statements, Mr. Burke has relied upon the efforts, statements, advice, and representations of various personnel of the Debtors and the Debtors’ legal and financial advisors. Mr. Burke has not (and could not have) personally verified the accuracy of each statement and

representation contained in the Schedules and Statements, including statements and representations concerning amounts owed to creditors, classification of such amounts, and creditor addresses.

These general notes regarding the Debtors' Schedules and Statements (the "Global Notes") comprise an integral part of the Schedules and Statements filed by the Debtors and should be referenced in connection with any review of the Schedules and Statements. If the Schedules and/or Statements differ from these Global Notes, the Global Notes shall control. Nothing contained in the Schedules and Statements shall constitute a waiver of any rights or Claims (as defined below) of the Debtors against any third party, or with respect to any aspect of the above captioned chapter 11 cases (the "Chapter 11 Cases"). Due to the volume of disclosures, the Debtors have attached these Global Notes to the Schedules and Statements of Thrasio Holdings, Inc. However, these Global Notes apply to all of the Debtors' Schedules and Statements, and should be referenced in connection with any review of any of the Debtors' Schedules and Statements.

Global Notes and Overview of Methodology

- 1. Description of Cases.** On February 28, 2024 (the "Petition Date"), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On March 1, 2024, the Court entered an order [Docket No. 64] authorizing procedural consolidation and joint administration of these Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). Notwithstanding the joint administration of the Debtors' cases for procedural purposes, each Debtor has filed its own Schedules and Statement. The asset information provided herein, except as otherwise noted, represents the asset data of the Debtors as of January 31, 2024, the date of the Debtors' month end closure to their balance sheet, and the liability data of the Debtors, except as otherwise noted, is as of the close of business on the Petition Date.
- 2. Reservation of Rights.** 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: (i) amend and/or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including the right to amend the Schedules and Statements with respect to the description, designation, or Debtor against which any claim against a Debtor ("Claim")² is asserted; (ii) dispute or otherwise assert offsets, setoffs, or other defenses to any Claim reflected in the Schedules and Statements as to amount, liability, priority, status, or classification; (iii) subsequently designate any Claim as "disputed," "contingent," or "unliquidated;" or (iv) object to the extent, validity, enforceability, priority, or avoidability of any Claim (regardless of whether such Claim is designated in the Schedules and Statements as "disputed," "contingent," or "unliquidated"). Any failure to designate a Claim in the Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors that such Claim or amount is not "disputed," "contingent," or "unliquidated," or a waiver of any right to later object to any Claim on any grounds. Listing a Claim does not constitute an admission of (a) liability or

² For the purposes of these Global Notes, the term Claim shall have the meaning ascribed to it pursuant to section 101(5) of the Bankruptcy Code.

(b) amounts due or owed, if any, in each case, by the Debtor against which the Claim is listed or against any of the Debtors. Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to the Debtors' Chapter 11 Cases, including, without limitation, any rights or Claims of the Debtors against any third party or issues involving substantive consolidation, defenses, statutory or equitable subordination, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant 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 any Debtors, any assertion made therein or herein, or a waiver of any of the Debtors' rights to dispute any Claim or assert any cause of action or defense against any party.
- (b) **Recharacterization.** 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. Nevertheless, due to the complexity of the Debtors' businesses, the Debtors may not have accurately characterized, classified, categorized, or designated certain items and/or may have omitted certain items. Accordingly, the Debtors reserve all of their 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 postpetition.
- (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 object to such Claim, recharacterize, or reclassify such Claim or contract. Moreover, although the Debtors may have scheduled Claims of various creditor as secured Claims for informational purposes, no current valuation of the Debtors' assets in which such creditor may have a security interest has been undertaken. Except as provided in an order of the Court, the Debtors reserve all rights to dispute and challenge the secured nature or amount of any such creditor's Claims or characterization of the structure of any transaction, or any document or instrument related to such creditor's Claim.
- (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 all 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 all of their rights to amend their Schedules and Statements as necessary and appropriate. Listing a Claim does not constitute an admission of liability by the Debtors.

- (e) **Estimates and Assumptions.** To prepare and file the Schedules and Statements as close to the Petition Date as possible, the Debtors were required to make commercially reasonable estimates and assumptions with respect to the reported amounts of assets and liabilities, the amount of contingent assets and contingent liabilities, and the reported amounts of revenues and expenses during the applicable reporting periods. Actual results could differ from such estimates. 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 reasonable efforts, the Debtors may not have identified and/or set forth all of their causes of action (filed or potential) 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 all rights with respect to any causes 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 they may have (collectively, “Causes of Action”), and neither the Global Notes nor the Schedules and Statements shall be deemed a waiver of any such Claims, Causes of Action, or avoidance actions, 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 all of their rights with respect to the legal status of any and all intellectual property rights.

- (h) **Insiders.** The Debtors have attempted to include payments made on or within twelve months before the Petition Date to any individual or entity who, in the Debtors' good faith belief, may be deemed an "insider." As to each Debtor, an individual or entity is designated as an "insider" for the purposes of the Schedules and Statements if such individual or entity, based on the totality of the circumstances, has at least a controlling interest in, or exercises sufficient authority over, the Debtor, so as to unqualifiedly dictate corporate policy and the disposition of corporate assets. Certain of the individuals or entities identified as insiders may not have been insiders for the entirety of the twelve-month period before the Petition Date and might not be "insiders" at all, but the Debtors have included them herein out of an abundance of caution.

The listing or omission of a party as an insider for purposes of the Schedules and Statements is for informational purposes and is not intended to be, nor should it be, construed as an admission that those parties are insiders for purposes of section 101(31) of the Bankruptcy Code. Information regarding the individuals or entities listed as insiders in the Schedules and Statements may not be used for: (a) the purposes of determining (i) control of the Debtors; (ii) the extent to which any individual or entity exercised management responsibilities or functions; (iii) corporate decision-making authority over the Debtors; or (iv) whether such individual or entity (or the Debtors) could successfully argue that they are not an insider under applicable law, including the Bankruptcy Code and federal securities laws, or with respect to any theories of liability or (b) any other purpose. Furthermore, 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.

3. Methodology.

- (a) **Basis of Presentation.** For external financial reporting purposes, prior to the Petition Date, the Debtors prepared consolidated financial statements that were consolidated by the Parent Debtor, Thrasio Holdings, Inc. Combining the assets and liabilities set forth in the Debtors' Schedules and Statements would result in amounts that would be substantially different from financial information that would be prepared on a consolidated basis under GAAP. Therefore, these Schedules and Statements neither purport to represent financial statements prepared in accordance with GAAP nor are they intended to fully reconcile to the financial statements prepared by the Debtors. Unlike the consolidated financial statements, these Schedules and Statements, except where otherwise indicated, reflect the assets and liabilities of each separate Debtor. Information contained in the Schedules and Statements has been derived from the Debtors' books and records and historical financial statements.

Moreover, given, among other things, the uncertainty surrounding the valuation, 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, it 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, it is not an admission that the Debtor was insolvent as of the Petition Date or any time prior to the Petition Date. For the avoidance of doubt, nothing contained in the Schedules and Statements is indicative of the Debtors' enterprise value. The Schedules and Statements contain unaudited information that is subject to further review and potential adjustment.

- (b) **Confidential or Sensitive Information.** There may be instances in which certain information in the Schedules and Statements intentionally has been redacted due to, among other things, the nature of an agreement between a Debtor and a third party, local restrictions on disclosure, concerns about the confidential or commercially sensitive nature of certain information (*e.g.*, names and other information), or concerns for the privacy of the Debtors' creditors and clients. The alterations will be limited to only what is necessary to protect the Debtor or the applicable third party. The Debtors may also be authorized or required to redact certain information from the public record pursuant to orders of the Court authorizing the Debtors to redact, seal, or otherwise protect such information from public disclosure. All such redacted information shall be made available as directed by orders of the Court or to the individual client or creditor scheduled, as applicable.
- (c) **Duplication.** Certain of the Debtors' assets, liabilities, and prepetition payments may properly be disclosed in response to multiple parts of the Statements and Schedules. To the extent these disclosures would be duplicative, the Debtors have determined to only list such assets, liabilities, and prepetition payments once.
- (d) **Net Book Value.** In certain instances, current market valuations for certain assets are neither maintained by, nor readily available to, the Debtors. Accordingly, unless otherwise indicated, the Debtors' Schedules and Statements reflect net book values as of January 31, 2024. Market values may vary, sometimes materially, from net book values. The Debtors believe that it would be an inefficient use of estate assets for the Debtors to obtain the current market values of certain property. Accordingly, the Debtors have indicated in the Schedules and Statements that the values of certain assets and liabilities are undetermined or unknown.

In addition, 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 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.

- (e) **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 all of their rights with respect to same.

- (f) **Inventory.** The Debtors' inventory is comprised of finished merchandise and is stated at the lower of weighted average cost and net realizable value. The calculation of cost includes merchandise purchases, the costs to bring the merchandise to distribution centers, warehousing and handling expenditures, and distributing and delivering merchandise to fulfillment centers (direct and indirect). These costs include depreciation of long-lived assets utilized in acquiring, warehousing, and distributing inventory. Carrying values of inventory are analyzed and, to the extent that the cost of inventory exceeds the expected selling prices less reasonable costs to sell, provisions are made to reduce the carrying amount of the inventory. The Debtors review their inventory levels in order to identify slow-moving merchandise and uses merchandise markdowns to sell such merchandise, as needed. Since the determination of net realizable value of inventory involves both estimation and judgment with regard to market values and reasonable costs to sell, differences in these estimates could result in ultimate valuations that differ from the recorded asset. The majority of inventory purchases and commitments are made in U.S. dollars in order to limit the Debtors' exposure to foreign currency fluctuations.

- (g) **Allocation of Liabilities.** The Debtors, in consultation with their advisors, 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 and/or supplement the Schedules and Statements as they deem appropriate in this regard.

- (h) **Undetermined Amounts.** The description of an amount as "unknown," "undetermined," or "to be determined" is not intended to reflect upon the materiality of such amount.

- (i) **Unliquidated Claim Amounts.** Claim amounts that could not be readily quantified by the Debtors are scheduled as "unliquidated."

- (j) **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. To the extent a Debtor is a guarantor of debt held by another Debtor,

the amounts reflected in these Schedules are inclusive of each Debtor's guarantor obligations.

- (k) **Paid Claims.** Pursuant to certain orders of the Court entered in the Debtors' Chapter 11 Cases shortly after the Petition Date (collectively, the "First Day Orders"), as well as other orders of the Court, the Debtors are authorized (but not directed) to pay certain outstanding prepetition payables pursuant to bankruptcy or other court order; as such, outstanding liabilities may have been reduced by any court-approved postpetition payments made on prepetition payables. Where and to the extent these liabilities have been satisfied, they are not listed in the Schedules and Statements, unless otherwise indicated. Regardless of whether such Claims are listed in the Schedules and Statements, to the extent the Debtors later pay any amount of the Claims listed in the Schedules and Statements pursuant to any orders entered by the Court, the Debtors reserve all rights to amend or supplement the Schedules and Statements or to take other action, such as filing Claims objections, as is necessary and appropriate to avoid overpayment or duplicate payments for liabilities. Nothing contained herein should be deemed to alter the rights of any party in interest to contest a payment made pursuant to an order of the Court where such order preserves the right to contest such payment.
- (l) **Other Paid Claims.** To the extent the Debtors have reached any postpetition settlement with a vendor or other 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 Court approval. To the extent the Debtors pay any of the Claims listed in the Schedules and Statements pursuant to any orders entered by the Court, the Debtors reserve all rights to amend and supplement the Schedules and Statements and take other action, such as filing Claims objections, as is necessary and appropriate to avoid overpayment or duplicate payment for such liabilities.
- (m) **Intercompany Receivables and Payables.** Receivables and payables among the Debtors and among the Debtors and their non-Debtor affiliates are reported on Schedule A/B and Schedule E/F, respectively, per the Debtors' unaudited books and records. Intercompany loan amounts scheduled may include accrued and unpaid interest. The listing of any amounts with respect to such receivables and payables is not, and should not be construed as, an admission or conclusion of the Debtors regarding the allowance, classification, validity, or priority of such account or characterization of such balances as debt, equity, or otherwise. 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, loans, and notes.

Without limiting the generality of the foregoing, certain intercompany receivables and payables among and between the Debtors have been consolidated and netted in the Debtors' books and records. Such treatment is not, and should not be construed as, an admission of the amount and/or validity of any such intercompany receivables and payables or the validity of any netting or offset per the Debtors'

books and records. The Debtors take no position in these Schedules and Statements as to whether any such amounts would be allowed as a Claim or an interest, or not allowed at all. The listing of these amounts is not necessarily indicative of the ultimate recovery, if any, on any intercompany asset account or the impairment or Claim status of any intercompany liability account. 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 non-bankruptcy 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.

- (n) **Guarantees and Other Secondary Liability Claims.** The Debtors have exercised reasonable efforts to locate and identify guarantees and other secondary liability Claims (collectively, the “Guarantees”) in each of their executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements. It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate assets for the Debtors to review all of their contractual agreements for Guarantees. Where such Guarantees have been identified, they have been included in the relevant Schedules G and H for the affected Debtor or Debtors. The Debtors may have inadvertently omitted Guarantees embedded in their contractual agreements and may identify additional Guarantees as they continue their review of their books and records and contractual agreements. The Debtors reserve their rights, but are not required, to amend the Schedules and Statements if additional Guarantees are identified.
- (o) **Claims of Third-Party Related Entities.** While the Debtors have made every effort to properly classify each Claim listed in the Schedules 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 to same. 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.
- (p) **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; employee benefit accruals; certain deferred charges, accounts, or reserves recorded only for purposes of complying with the requirements of GAAP; deferred tax assets and liabilities; deferred revenue

accounts; and certain other accrued liabilities. In addition, and as set forth above, the Debtors may have excluded amounts for which the Debtors have paid or have been granted authority to pay pursuant to the First Day Orders or other order that may be entered by the Court. Additionally, certain immaterial or de minimis assets and liabilities may have been excluded.

- (q) **Liens.** The inventories, property, and equipment listed in the Statements and Schedules are presented without consideration of any asserted possessory, mechanics', materialmen', or similar liens that may attach (or have attached) to such inventories, property, and equipment.
- (r) **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.
- (s) **Setoffs.** The Debtors may incur certain setoffs and other similar rights during the ordinary course of business. Offsets in the ordinary course can result from various items, including, without limitation, loan transactions, intercompany transactions, pricing discrepancies, returns, warranties, service fees and other disputes between the Debtors and their customers and/or suppliers. These offsets and other similar rights are consistent with the ordinary course of business in the Debtors' industry and are not tracked separately. Therefore, although such offsets and other similar rights may have been accounted for when certain amounts were included in the Schedules, offsets are not independently accounted for, and as such, are excluded from the Schedules.
- (t) **Contingent Assets.** The Debtors believe that they 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, despite reasonable efforts, may not have identified and/or set forth all of their Causes of Action against third parties as assets in their Schedules and Statements. The Debtors reserve all of their 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.

Additionally, prior to the Petition Date, each Debtor, as plaintiff, may have commenced various lawsuits in the ordinary course of its business against third parties seeking monetary damages. Refer to each Statement, Part 3, Question 7, for lawsuits commenced prior to the relevant Petition Date in which the Debtor was a plaintiff.

- (u) **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 all of their rights with respect to the named parties of any and all executory contracts, including the right to amend Schedule G. The Debtors have excluded nondisclosure agreements

entered into in connection with these Chapter 11 Cases to avoid any potential breach of such nondisclosure agreements. Additionally, certain contracts may have expired after the Petition Date, in which case the Debtors have noted such expiration next to the applicable contract in Schedule G.

- (v) **Leases.** The Debtors have not included in the Schedules and Statements the future obligations of any capital or operating leases. To the extent that there was an amount outstanding as of the Petition Date, the creditor has been included on Schedule E/F of the Schedules.
- (w) **Fiscal Year.** Each Debtor's most recent fiscal year ended on December 31, 2023. The Debtors use a calendar year accounting period for their financial reporting.
- (x) **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 for the Debtor entity 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 to reflect changes regarding the liability of the Debtors with respect to such agreements, if appropriate. The master service agreements have been listed in Schedule G, but do not reflect any decision by the Debtor as to whether or not such agreements are executory in nature.
- (y) **Credits and Adjustments.** The Claims of individual creditors for, among other things, goods, products, services, or taxes are listed in the amounts entered on the Debtors' books and records and may either (i) not reflect credits, allowances, or other adjustments due from such creditors to the Debtors or (ii) be net of accrued credits, allowances, or other adjustments that are actually owed by a creditor to the Debtors on a postpetition basis on account of such credits, allowances, or other adjustments earned from prepetition payments and vendor payments, if applicable. The Debtors reserve all of their rights with regard to such credits, allowances, or other adjustments, including, but not limited to, the right to modify the Schedules, assert Claims objections and/or setoffs with respect to the same, or apply such allowances in the ordinary course of business on a postpetition basis.
- (z) **Payments.** The financial affairs and business of the Debtors are complex. Prior to the Petition Date, the Debtors maintained a cash management and disbursement system in the ordinary course of their businesses. Although efforts have been made to attribute open payable amounts to the correct legal entity, the Debtors reserve the right to modify or amend their Schedules and Statements to attribute such payment to a different legal entity, if appropriate.

Specific Schedule Disclosures

1. Schedule A/B – Assets – Real and Personal Property.

- (a) *Part 1 – Cash and Cash Equivalents.*

- (i) *Item 3.* Cash balances listed in the Schedules are as of the Petition Date.
- (a) *Part 4 – Investments.*
 - (i) *Item 15.* Due to the number of Debtor entities the Schedules include an illustrative structure chart of the Debtors’ capital structure (the “Org Chart”) to indicate equity ownership. As an illustrative example, Debtor Thrasio Holdings, Inc. at the top of the Org Chart is the ultimate parent and entities connected to Debtor Thrasio Holdings, Inc. below on the Org Chart are subsidiaries in which Thrasio Holdings, Inc. holds 100% equity ownership.
- (b) *Part 7 – Office Furniture, Fixtures, and Equipment; and Collectibles.*
 - (i) *Items 39-45.* In an effort to reduce the volume of the disclosures that would be otherwise applicable, the Debtors are disclosing their fixed assets at the category level.
- (c) *Part 9 – Real Property.*
 - (i) *Item 55.* The Debtors are party to certain real property leases, which are disclosed on Schedule G. These leases are not separately disclosed on Schedule A/B.
- (d) *Part 10 – Intangibles and Intellectual Property.*
 - (i) *Item 61.* Although the Debtors made diligent efforts to attribute each internet domain name to its rightful Debtor, in certain instances, the Debtors were unable to identify the current legal entity to which the internet domain name belonged. As such, the Debtors attributed those internet domain names to Debtor Thrasio, LLC on the Schedule.
- (e) *Part 11 – All Other Assets.*
 - (i) *Item 73.* The Debtors’ insurance policies apply to each Debtor entity, but in an effort to reduce duplicative disclosures that would be otherwise applicable, the Debtors are only disclosing their insurance policies on Thrasio Holdings, Inc.’s Schedule A/B.
 - (ii) *Item 77.* The Debtors have included accounts payable credit balances in Schedule A/B reflecting amounts recorded in their books and records as of approximately March 26, 2024.

2. Schedule E/F – Creditors Who Have Unsecured Claims.

- (a) *Part 1 – Creditors with Priority Unsecured Claims.*

- (i) **Priority Tax Claims:** Pursuant to the *Interim Order Authorizing the Payment of Certain Taxes and Fees* [Docket No. 74] (the “Interim Taxes Order”), the Debtors have been granted the authority to pay, in their discretion, certain tax liabilities that accrued prepetition. Accordingly, any unsecured priority Claims based upon prepetition tax accruals may have been paid or may be paid pursuant to the Interim Taxes Order or pursuant to further Court order. Therefore, the Debtors have listed the taxing authorities with a contingent, undetermined, or \$0 amount.

The Debtors have made a reasonable effort to list all known taxing authorities. However, the Debtors acknowledge the possibility that information related to material tax accruals may be discovered subsequent to the filing of the Schedules and Statements. The Debtors reserve the right to supplement or amend this response in the future if additional information becomes available, should the Debtors deem it appropriate.

- (ii) **Employee Claims:** Furthermore, pursuant to the *Interim Order Authorizing the Debtors to (I) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (II) Continue Employee Benefits Programs* [Docket No. 70] the Debtors received authority to pay certain prepetition obligations, including to pay employee wages and other employee benefits, in the ordinary course of business. The Debtors believe that any non-insider employee Claims for prepetition amounts related to ongoing payroll and benefits, whether allowable as a priority or nonpriority Claim, have been or will be satisfied, and such satisfied amounts are not listed.

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 status.

Except as otherwise agreed pursuant to a stipulation or order entered by the Court, the Debtors reserve their rights to dispute or challenge the validity or immunity from avoidance of any Claim purported to be granted to a creditor listed on Schedule E/F. Moreover, although the Debtors have scheduled Claims of various creditors, the Debtors reserve all rights to dispute or challenge any such creditor’s Claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor’s Claim.

- (b) *Part 2 – Creditors with Nonpriority Unsecured Claims.* The liabilities identified on Schedule E/F, Part 2, are derived from the Debtors’ books and records. The Debtors have made a reasonable attempt to verify 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.

In most cases, it would be a time consuming and inefficient use of estate resources, or impracticable, to assign a given liability to a particular Debtor based on a contractual obligation. Instead, Schedule E/F, Part 2, reflects the liability as recorded in the Debtors' books and records.

Schedule E/F, Part 2, contains information regarding material 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.

Schedule E/F, Part 2, contains intercompany balances owed by each Debtor to other Debtors or non-Debtor affiliates. The balances are reported as of January 31, 2024.

Schedule E/F, Part 2, contains known contingent and noncontingent obligations pursuant to certain Asset Purchase Agreements with third parties. The Debtors made diligent efforts to include all known contingent and noncontingent obligations under these agreements. Additional notice parties pursuant to these obligations are included on Schedule E/F, Part 3.

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 contract or unexpired lease, if any, that may be or have been rejected.

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 included payables liabilities in Schedule E/F reflecting amounts recorded in their books and records as of approximately March 26, 2024. As of the date hereof, the Debtors may not have received all invoices for payables, expenses, and other liabilities that accrued prior to the Petition Date, and continue to reconcile their books and records for the determination of prepetition liabilities. Accordingly, the information contained in Schedules D and E/F may be incomplete. The Debtors reserve their rights, but undertake no obligation, to amend Schedules D and E/F if and as they receive additional prepetition invoices.

3. Schedule H – Codebtors.

- (a) *Item 2.* Given the volume of records, guarantees with respect to the Debtors' secured funded debt obligations are listed on Debtor Thrasio, LLC's Schedule H, and not on the Schedule H of each of the subsidiary Debtors.

Specific Statement Disclosures

- 1. Statement, Part 1, Questions 1 and 2.** Certain Debtors recorded negative income in their books and records for the applicable periods. This negative income has not been included in the Statements. Prior to the Petition Date, the Debtors' most recent financial close was for the month ending January 31, 2024. Therefore, income is reported through January 31, 2024.

- 2. Statement, Part 10, Question 18.** The Debtors do not maintain closure dates for bank accounts that they close in the ordinary course of business. Therefore, closure dates have not been included in the Statements.

- 3. Statement, Part 13, Question 26.** The Debtors provide certain parties, such as banks, factors, auditors, potential investors, vendors, and financial advisors, with financial statements. The Debtors do not maintain complete lists or other records tracking such disclosures. Therefore, the Debtors have not provided full lists of these parties in Part 13, Question 26 of the Statements.

* * * * *

**UNITED STATES BANKRUPTCY COURT FOR
THE DISTRICT OF NEW JERSEY**

In re:	§	
	§	Chapter 11
THRASIO HOLDINGS, INC., <i>et al.</i>	§	
	§	Case No. 24-11840 (CMG)
Reorganized Debtors	§	
	§	(Jointly Administered)
	§	

AMENDED SCHEDULES OF ASSETS AND LIABILITIES FOR
Thrasio Holdings, Inc.
(CASE NO. 24-11840)

Schedule A/B: Assets - Real and Personal Property**Part 1: Cash and cash equivalents****1. Does the debtor have any cash or cash equivalents?**

- No. Go to Part 2.
 Yes. Fill in the information below.

General Description	Type of Account (if applicable)	Last 4 digits of account # (if applicable)	Current value of debtor's interest
2. Cash on hand			
3. Checking, savings, money market, or financial brokerage accounts (Identify all)			
3.1 JP MORGAN CHASE BANK, N.A.	OPERATION & DISBURSEMENT	0997	\$3,860
3.2 JP MORGAN CHASE BANK, N.A.	INVESTMENT	3263	\$0
3.3 FIRST REPUBLIC BANK	OPERATION & DISBURSEMENT	2871	\$1,455,145
3.4 PNC BANK, N.A.	OPERATION & DISBURSEMENT	3763	\$3,026,595

4. Other cash equivalents (Identify all)**5. Total of Part 1.**

Add lines 2 through 4. Copy the total to line 80.

\$4,485,600

Schedule A/B: Assets - Real and Personal Property**Part 2: Deposits and prepayments****6. Does the debtor have any deposits or prepayments?**

- No. Go to Part 3.
- Yes. Fill in the information below.

General Description	Current value of debtor's interest
---------------------	------------------------------------

7. Deposits, including security deposits and utility deposits

Description, including name of holder of deposit

8. Prepayments, including prepayments on executory contracts, leases, insurance, taxes, and rent

Description, including name of holder of prepayment

8.1 PREPAID - SG&A - OTHER	\$23,093
8.2 PREPAID - SG&A - PROFESSIONAL FEE RETAINERS	\$1,711,527

9. Total of Part 2.

Add lines 7 through 8. Copy the total to line 81.

\$1,734,620

Schedule A/B: Assets - Real and Personal Property

Part 3: Accounts receivable

10. Does the debtor have any accounts receivable?

- No. Go to Part 4.
- Yes. Fill in the information below.

General Description	Face or requested amount	Doubtful or uncollectable	Current value of debtor's interest
---------------------	--------------------------	---------------------------	------------------------------------

11. Accounts receivable

11.1 C. ALL ACCOUNTS RECEIVABLE:

-

=

12. Total of Part 3.

Current value on lines 11a + 11b = line 12. Copy the total to line 82.

Schedule A/B: Assets - Real and Personal Property**Part 4: Investments****13. Does the debtor own any investments?**

- No. Go to Part 5.
- Yes. Fill in the information below.

General Description	Valuation method used for current value	Current value of debtor's interest
---------------------	---	------------------------------------

14. Mutual funds or publicly traded stocks not included in Part 1

Name of fund or stock:

15. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including any interest in an LLC, partnership, or joint venture

Name of entity:

15.1 SEE ATTACHED EXHIBIT SCHEDULE A/B PART 4 QUESTION 15 N/A

UNDETERMINED

– ORGANIZATIONAL CHART ¹**16. Government bonds, corporate bonds, and other negotiable and non-negotiable instruments not included in Part 1**

Describe:

17. Total of Part 4.

Add lines 14 through 16. Copy the total to line 83.

UNDETERMINED

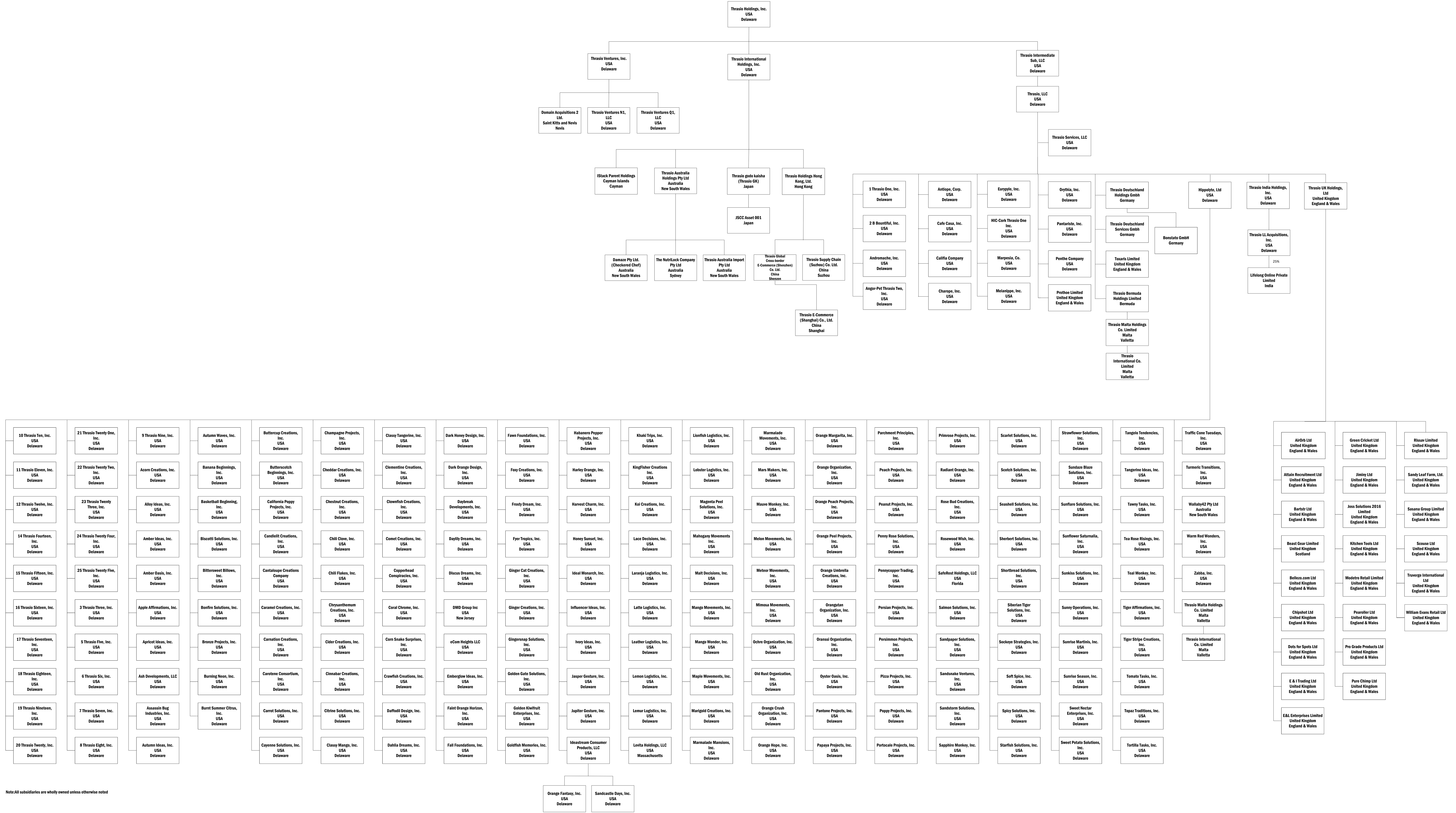
Schedule A/B: Assets - Real and Personal Property

Part 4: Investments

Footnotes - Schedule AB Part 4

1. All subsidiaries are wholly owned unless otherwise noted

EXHIBIT - Schedule A/B Part 4 Question 15 - Thrasio Org Chart



Note: All subsidiaries are wholly owned unless otherwise noted.

Schedule A/B: Assets - Real and Personal Property**Part 5: Inventory, excluding agriculture assets - detail**

18. Does the debtor own any inventory (excluding agriculture assets)?

- No. Go to Part 6.
 Yes. Fill in the information below.

General Description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
---------------------	-------------------------------------	---	---	------------------------------------

19. Raw materials

20. Work in progress

21. Finished goods, including goods held for resale

22. Other Inventory or supplies

23. Total of Part 5.

Add lines 19 through 22. Copy the total to line 84.

24. Is any of the property listed in Part 5 perishable?

- No.
 Yes.

25. Has any of the property listed in Part 5 been purchased within 20 days before the bankruptcy was filed?

- No.
 Yes.

26. Has any of the property listed in Part 5 been appraised by a professional within the last year?

- No.
 Yes.

Schedule A/B: Assets - Real and Personal Property**Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)**

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

- No. Go to Part 7.
 Yes. Fill in the information below.

General Description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
---------------------	---	---	------------------------------------

28. Crops-either planted or harvested

29. Farm animals

30. Farm machinery and equipment

31. Farm and fishing supplies, chemicals, and feed

32. Other farming and fishing-related property not already listed in Part 6

33. Total of Part 6.

Add lines 28 through 32. Copy the total to line 84.

34. Is the debtor a member of an agricultural cooperative?

- No.
 Yes.

35. Has any of the property listed in Part 6 been purchased within 20 days before the bankruptcy was filed?

- No.
 Yes.

36. Is a depreciation schedule available for any of the property listed in Part 6?

- No.
 Yes.

37. Has any of the property listed in Part 6 been appraised by a professional within the last year?

- No.
 Yes.

Schedule A/B: Assets - Real and Personal Property**Part 7: Office furniture, fixtures, and equipment; and collectibles - detail**

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

- No. Go to Part 8.
 Yes. Fill in the information below.

General Description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
---------------------	---	---	------------------------------------

39. Office furniture

40. Office fixtures

41. Office equipment, including all computer equipment and communication systems equipment and software

42. Collectibles

43. Total of Part 7.

Add lines 39 through 42. Copy the total to line 84.

44. Is a depreciation schedule available for any of the property listed in Part 7?

- No.
 Yes.

45. Has any of the property listed in Part 7 been appraised by a professional within the last year?

- No.
 Yes.

Schedule A/B: Assets - Real and Personal Property**Part 8: Machinery, equipment, and vehicles**

46. Does the debtor own or lease any machinery, equipment, or vehicles?

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

General Description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
---------------------	---	---	------------------------------------

47. Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles

48. Watercraft, trailers, motors, and related accessories

49. Aircraft and accessories

50. Other machinery, fixtures, and equipment (excluding farm machinery and equipment)

51. Total of Part 8.

Add lines 47 through 50. Copy the total to line 84.

51. Is a depreciation schedule available for any of the property listed in Part 8?

- No.
 Yes.

52. Has any of the property listed in Part 8 been appraised by a professional within the last year?

- No.
 Yes.

Schedule A/B: Assets - Real and Personal Property**Part 9: Real property - detail**

54. Does the debtor own or lease any real property?

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

Description and location of property	Nature and extent of debtor's interest in property	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
--------------------------------------	--	---	---	------------------------------------

55. Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest

56. **Total of Part 9.**

Add the current value on all Question 55 lines and entries from any additional sheets. Copy the total to line 88.

57. Is a depreciation schedule available for any of the property listed in Part 9?

- No.
 Yes.

58. Has any of the property listed in Part 9 been appraised by a professional within the last year?

- No.
 Yes.

Schedule A/B: Assets - Real and Personal Property**Part 10: Intangibles and intellectual property - detail**

59. Does the debtor have any interests in intangibles or intellectual property?

- No. Go to Part 11.
 Yes. Fill in the information below.

General Description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60. Patents, copyrights, trademarks, and trade secrets			
61. Internet domain names and websites			
62. Licenses, franchises, and royalties			
63. Customer lists, mailing lists, or other compilations			
63.1 DIRECT TO CUSTOMERS (DTC) CUSTOMER LIST		N/A	UNDETERMINED

64. Other intangibles, or intellectual property

65. Goodwill

66. Total of Part 10.

Add lines 60 through 65. Copy the total to line 89.

UNDETERMINED

67. Do your lists or records include personally identifiable information of customers (as defined in 11 U.S.C. §§ 101(41A) and 107)?

- No.
 Yes.

68. Is there an amortization or other similar schedule available for any of the property listed in Part 10?

- No.
 Yes.

69. Has any of the property listed in Part 10 been appraised by a professional within the last year?

- No.
 Yes.

Schedule A/B: Assets - Real and Personal Property**Part 11: All other assets**

70. Does the debtor own any other assets that have not yet been reported on this form? Include all interests in executory contracts and unexpired leases not previously reported on this form.

- No. Go to Part 12.
 Yes. Fill in the information below.

General Description	Current value of debtor's interest
71. Notes receivable	
72. Tax refunds and unused net operating losses (NOLs)	
72.1 FEDERAL NET OPERATING LOSS CARRYFORWARD	\$1,112,856,497
73. Interests in insurance policies or annuities	
73.1 INSURANCE COMPANY OF THE WEST (80.66%) & CERTAIN UNDERWRITERS AT LLOYD'S (19.34%) - XHO800805001 & TRV702520001	UNDETERMINED
73.2 MEMIC INDEMNITY COMPANY - 310 2808705	UNDETERMINED
73.3 BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY - 47EMC32672301	UNDETERMINED
73.4 BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY - 47EMC32672201	UNDETERMINED
73.5 ACE AMERICAN INSURANCE COMPANY - G72564595 002	UNDETERMINED
73.6 ALLIED WORLD SPECIALTY INSURANCE COMPANY - 0312-7301	UNDETERMINED
73.7 OLD REPUBLIC INSURANCE COMPANY - ORPRO13101376	UNDETERMINED
73.8 ARGONAUT INSURANCE COMPANY - MLX4261525-4	UNDETERMINED
73.9 MARKEL AMERICAN INSURANCE COMPANY - MKLM1MXM000928	UNDETERMINED
73.10 ENDURANCE AMERICAN INSURANCE COMPANY - DOX30032204300	UNDETERMINED
73.11 ACE AMERICAN INSURANCE COMPANY - G71098898 001	UNDETERMINED
73.12 MIDVALE INDEMNITY COMPANY - ACL-142961260-02	UNDETERMINED
73.13 FAIR AMERICAN INSURANCE & REINSURANCE COMPANY - MLX-1001256-02	UNDETERMINED
73.14 CERTAIN UNDERWRITERS AT LLOYD'S LONDON - B0509FINMW2351346	UNDETERMINED
73.15 ENDURANCE AMERICAN INSURANCE COMPANY - NRV30032643300	UNDETERMINED
73.16 AMBRIDGE - ACX1057123	UNDETERMINED
73.17 CRUM & FORSTER SPECIALTY INSURANCE COMPANY - CYB-105583	UNDETERMINED
73.18 LIBERTY SURPLUS INSURANCE CORPORATION - EO5NACG0FO002	UNDETERMINED
73.19 STEADFAST INSURANCE COMPANY INSURANCE CORPORATION - SPR 0341952 - 01	UNDETERMINED
73.20 SYNDICATE 457 AT LLOYD'S INSURANCE CORPORATION - NRV30032643300	UNDETERMINED
73.21 XL SPECIALTY INUSRANCE COMPANY - ELU188351-23	UNDETERMINED
73.22 ACE AMERICAN INSURANCE COMPANY (CHUBB) - ADD N19011951	UNDETERMINED
73.23 0623 AFB LLOYD'S SYNDICATE - B0180PN2305743	UNDETERMINED
73.24 2623 AFB LLOYD'S SYNDICATE -	UNDETERMINED
73.25 LEXINGTON INSURANCE COMPANY - 18303318	UNDETERMINED
73.26 GREAT AMERICAN RISK SOLUTIONS SURPLUS LINES INSURANCE COMPANY - PL E745072-02	UNDETERMINED
73.27 GREAT AMERICAN RISK SOLUTIONS SURPLUS LINES INSURANCE COMPANY - XS E745073-02	UNDETERMINED

Schedule A/B: Assets - Real and Personal Property**Part 11: All other assets**

73.28	THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA - WS11016647	UNDETERMINED
73.29	THE CINCINNATI INSURANCE COMPANY - ENP 070 56 81	UNDETERMINED
73.30	FALVEY INSURANCE GROUP - M-FAL-2000641	UNDETERMINED
73.31	- WC-FAL-2000641	UNDETERMINED
73.32	FEDERAL INSURANCE COMPANY - J05965469	UNDETERMINED
73.33	CERTAIN UNDERWRITERS AT LLOYD'S LONDON MULTIPLE SYNDICATES - HMPL23-0331	UNDETERMINED

74. **Causes of action against third parties (whether or not a lawsuit has been filed)**

75. **Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims**

76. **Trusts, equitable or future interests in property**

77. **Other property of any kind not already listed Examples: Season tickets, country club membership**

77.1	INTERCOMPANY RECEIVABLE BETWEEN THRASIO HOLDINGS, INC. & CHAROPE, INC. (DEBTOR AFFILIATE)	\$151,500
77.2	INTERCOMPANY RECEIVABLE BETWEEN THRASIO HOLDINGS, INC. & THRASIO E-COMMERCE (SHANGHAI) CO., LTD. (NON-DEBTOR AFFILIATE)	\$203,230
77.3	INTERCOMPANY RECEIVABLE BETWEEN THRASIO HOLDINGS, INC. & THRASIO GLOBAL CROSS-BORDER E-COMMERCE (SHENZEN) CO. LTD. (NON-DEBTOR AFFILIATE)	\$618,923
77.4	INTERCOMPANY RECEIVABLE BETWEEN THRASIO HOLDINGS, INC. & THRASIO INTERNATIONAL HOLDINGS, INC. (NON-DEBTOR AFFILIATE)	\$500
77.5	INTERCOMPANY RECEIVABLE BETWEEN THRASIO HOLDINGS, INC. & THRASIO SUPPLY CHAIN (SUZHOU) CO. LTD. (NON-DEBTOR AFFILIATE)	\$65,835
77.6	INTERCOMPANY RECEIVABLE BETWEEN THRASIO HOLDINGS, INC. & THRASIO, LLC (DEBTOR AFFILIATE)	\$19,189,513

78. **Total of Part 11.**

Add lines 71 through 77. Copy the total to line 90.

\$1,133,085,998 + UNDETERMINED

79. **Has any of the property listed in Part 11 been appraised by a professional within the last year?**

- No.
 Yes.

Schedule A/B: Assets - Real and Personal Property**Part 12: Summary**

Type of property	Current value of personal property	Current value of real property	Total of all property
80. Cash, cash equivalents, and financial assets. Copy line 5, Part 1.	\$4,485,600		
81. Deposits and prepayments. Copy line 9, Part 2.	\$1,734,620		
82. Accounts receivable. Copy line 12, Part 3.	\$0		
83. Investments. Copy line 17, Part 4.	\$0		
84. Inventory. Copy line 23, Part 5.	\$0		
85. Farming and fishing-related assets. Copy line 33, Part 6.	\$0		
86. Office furniture, fixtures, and equipment; and collectibles. Copy line 43, Part 7.	\$0		
87. Machinery, equipment, and vehicles. Copy line 51, Part 8.	\$0		
88. Real property. Copy line 56, Part 9.		\$0	
89. Intangibles and intellectual property. Copy line 66, Part 10.	UNDETERMINED		
90. All other assets. Copy line 78, Part 11.	\$ 1,133,085,998		
91. Total. Add lines 80 through 90 for each column.	\$1,139,306,218	\$0	
92. Total of all property on Schedule A/B. Lines 91a + 91b = 92.			\$1,139,306,218 + UNDETERMINED

Schedule D: Creditors Who Have Claims Secured by Property

Part 1: List Creditors Who Have Secured Claims

1. Do any creditors have claims secured by debtor's property?

- No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
- Yes. Fill in the information below.

Creditor's Name and Mailing Address, E-mail Address & An Account Number	Co-Interest	Insider	Co-Debtor	Date Claim was Incurred, Property Description, Lien & Co-Interest Creditor	C - U - D	Amount of Claim	Value of Collateral
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2. List in alphabetical order all creditors who have secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim.

3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.

Schedule D: Creditors Who Have Claims Secured by Property

Part 2: List Others to Be Notified for a Debt Already Listed in Part 1

Name and Mailing Address	Part 1 Line on which the Related Creditor was Listed	Last 4 Digits of Account Number for this Entity
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4. List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors

Schedule E/F: Creditors Who Have Unsecured Claims

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

- No. Go to Part 2.
- Yes. Go to line 2.

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C - U - D	Offset	Total Claim	Priority Amount
---	--	-----------	--------	-------------	-----------------

2. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

2. Total: All Creditors with PRIORITY Unsecured Claims

Schedule E/F: Creditors Who Have Unsecured Claims**Part 2: List All Creditors with NONPRIORITY Unsecured Claims**

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

Asset Purchase Agreement Obligations

Creditor's Name, Mailing Address Including Zip Code	Date Claim Was Incurred And Account Number	C - U - D	Basis for Claim	Offset	Amount of Claim
3.1 BENJAMIN PACKARD, [REDACTED]	UNKNOWN ACCOUNT NO:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	ASSET PURCHASE AGREEMENT OBLIGATIONS	<input type="checkbox"/>	UNDETERMINED
3.2 FRANK PETRI, [REDACTED]	UNKNOWN ACCOUNT NO:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	ASSET PURCHASE AGREEMENT OBLIGATIONS	<input type="checkbox"/>	UNDETERMINED
3.3 JAMES MACDONOUGH, [REDACTED]	UNKNOWN ACCOUNT NO:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	ASSET PURCHASE AGREEMENT OBLIGATIONS	<input type="checkbox"/>	UNDETERMINED

Asset Purchase Agreement Obligations Total: UNDETERMINED

Litigation

3.4 M&A SELLER PAYMENT LITIGATION, ADDRESS ON FILE	UNKNOWN ACCOUNT NO:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	ALLEGED BREACH OF CONTRACT AND OTHER CLAIMS	<input type="checkbox"/>	UNDETERMINED
3.5 SECURITIES CLAIMS, ADDRESS ON FILE	UNKNOWN ACCOUNT NO:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	DGCL 220 DEMAND	<input type="checkbox"/>	UNDETERMINED
3.6 SECURITIES LAW LITIGATION, ADDRESS ON FILE	UNKNOWN ACCOUNT NO:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	INVESTOR CLAIM RELATED TO SECONDARY SALES	<input type="checkbox"/>	UNDETERMINED

Litigation Total: UNDETERMINED

Unpaid Prepetition Trade Payables

3.7 ZOOM, 55 ALMADEN BOULEVARD, 6TH FLOOR SAN JOSE CA 95113 UNITED STATES	UNKNOWN ACCOUNT NO:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	TRADE DEBT	<input type="checkbox"/>	\$21,385
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Unpaid Prepetition Trade Payables Total: \$21,385

3. Total: All Creditors with NONPRIORITY Unsecured Claims

\$21,385 + UNDETERMINED

Schedule E/F: Creditors Who Have Unsecured Claims

Part 3: List Others to Be Notified About Unsecured Claims

Creditor's Name, Mailing Address Including Zip Code	On which line in Part 1 or Part 2 is the related creditor (if any) listed?	Last 4 digits of account number for this entity
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3. List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

3.1 GARY MACDONOUGH, [REDACTED]	PART 2 - JAMES MACDONOUGH	
3.2 HELEN MACDONOUGH, [REDACTED]	PART 2 - JAMES MACDONOUGH	
3.3 MAX ALFRED WINKLER, [REDACTED]	PART 2 - FRANK PETRI	

Schedule E/F: Creditors Who Have Unsecured Claims

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

5. a. Total claims from Part 1

\$0

5. b. Total claims from Part 2

\$21,385

5. c. Total of Parts 1 and 2

\$21,385

Lines 5a + 5b = 5c.

Schedule G: Executory Contracts and Unexpired Leases

Part 1:

1. Does the debtor have any executory contracts or unexpired leases?

- No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.
 Yes. Fill in all of the information below even if the contracts or leases are listed on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B).

2. List all contracts and unexpired leases

Nature of the Debtor's Interest	Expiration Date	Contract ID	Co-Debtor	Name	Address
2.1 FIRST AMENDMENT TO LEASE	N/A		<input type="checkbox"/>	244 WEST 300 NORTH LLC	1000 EAST CESAR CHAVEZ STREET AUSTIN TX 78702
2.2 BILL OF SALE	N/A		<input type="checkbox"/>	8950571 CANADA LTD. ATTN MARIO QUENNEVILLE, PRESIDENT	4936 YONGE STREET, SUITE 302 TORONTO ON M2N 6S3 CANADA
2.3 ASSET PURCHASE AGREEMENT	N/A		<input type="checkbox"/>	8950571 CANADA LTD. ATTN MARIO QUENNEVILLE, PRESIDENT	4936 YONGE STREET, SUITE 302 TORONTO ON M2N 6S3 CANADA
2.4 LICENSE AGREEMENT	EVERGREEN		<input type="checkbox"/>	ALLSTAR MARKETING GROUP, LLC ATTN RON STEBLEA	2 SKYLINE DRIVE HAWTHORNE NY 10532
2.5 END USER LICENSE AGREEMENT	N/A		<input type="checkbox"/>	ALTERYX, INC. ATTN GENERAL COUNSEL	3345 MICHELSON DRIVE, SUITE 400 IRVINE CA 92612
2.6 ATLISSIAN SOFTWARE LICENSE AGREEMENT	N/A		<input type="checkbox"/>	ATLISSIAN	341 GEORGE ST SYDNEY NSW 2000 AUSTRALIA
2.7 SERVICE ORDER	EVERGREEN		<input type="checkbox"/>	BAZAARVOICE, INC.	PO BOX 671654 DALLAS TX 75267- 1654
2.8 SHARE PURCHASE AGREEMENT FOR THE ACQUISITION OF THE ENTIRE ISSUED SHARE CAPITAL OF SASANA GROUP LIMITED	N/A		<input type="checkbox"/>	BENJAMIN PACKARD	[REDACTED]
2.9 PROFESSIONAL SERVICE AGREEMENT	N/A		<input type="checkbox"/>	BINDWISE SIA	GUSTAVA ZEMGALA GATVE 78 RIGA LV-1039 LATVIA

Schedule G: Executory Contracts and Unexpired Leases**Part 1:**

2.10	SUPPLIER AGREEMENT	EVERGREEN	<input type="checkbox"/>	BISELL BETTER LIFE, LLC	2345 WALKER AVE. GRAND RAPIDS MI 49544
2.11	PROJECT SCOPE	N/A	<input type="checkbox"/>	BLOOMREACH, INC.	82 PIONEER WAY MOUNTAIN VIEW CA 94041
2.12	CONSULTING AGREEMENT	N/A	<input type="checkbox"/>	BO PEABODY	[REDACTED]
2.13	MUTUAL NONDISCLOSURE AGREEMENT	N/A	<input type="checkbox"/>	BRAND VALUE GROWTH LLC	675 HUDSON STREET, SUITE 3S NEW YORK NY 10014
2.14	MASTER SERVICE AGREEMENT	N/A	<input type="checkbox"/>	BRIGHT DATA LTD.	4 HAMAH SHEV ST NETANYA 4250714 ISRAEL
2.15	ORDER FORM RE: SERVICES AGREEMENT	N/A	<input type="checkbox"/>	BUILT IN, INC.	203 N LASALLE, SUITE 2300 CHICAGO IL 60601
2.16	PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	BYNDER LLC	321 SUMMER STREET BOSTON MA 02210
2.17	AMENDMENT TO ORDER FORM	N/A	<input type="checkbox"/>	CANVA US, INC	200 E 6TH ST, SUITE 200 AUSTIN TX 78701
2.18	ORDER FORM RE: EFS TAX SOLUTIONS	03/21/2024	<input type="checkbox"/>	CARTA	333 BUSH STREET, FLOOR 23, STE 2300 SAN FRANCISCO CA 94104
2.19	MASTER SUBSCRIPTION AGREEMENT	N/A	<input type="checkbox"/>	CARTA	333 BUSH STREET, FLOOR 23, SUITE 2300 SAN FRANCISCO CA 94104
2.20	LETTER RE: NOTICE OF NON-RENEWAL OF ORDER FORM FOR EFS TAX SOLUTIONS	N/A	<input type="checkbox"/>	CARTA	333 BUSH STREET, FLOOR 23, STE 2300 SAN FRANCISCO CA 94104
2.21	INVOICE RE: ENTERPRISE PLATFORM 2021, SEATS, CMAU, AND EXPERIMENTATION EVENTS	08/17/2024	<input type="checkbox"/>	CATAMORPHIC CO DBA LAUNCHDARKLY	1999 HARRISON STREET SUITE 1100 OAKLAND CA 94612
2.22	SUPPLIER AGREEMENT	N/A	<input type="checkbox"/>	CHINA MOBILE GUANGDONG COMPANY	QUANQIUTONG BUILDING, NO.8, QINGLV SOUTH ROAD, JIDA ZHUHAI GUANGDONG 519015 CHINA
2.23	SUPPLIER AGREEMENT	N/A	<input type="checkbox"/>	CHINA UNICOM	2355 DULLES CORNER BLVD., #688 HERNDON VA 20171

Schedule G: Executory Contracts and Unexpired Leases**Part 1:**

2.24	SUPPLIER AGREEMENT	N/A	<input type="checkbox"/>	CHINA UNITED NETWORK COMMUNICATIONS CO., LTD.	CHINA UNICOM BUILDING, NO. 4005, SHENNAN AVENUE, FUTIAN STREET FUTIAN DISTRICT, SHENZHEN SHENZHEN GUANGDONG CHINA
2.25	SUPPLIER AGREEMENT	N/A	<input type="checkbox"/>	CHUANGSIOU GLOBAL CROSS-BORDER E-COMMERCE (SHENZHEN) CO., LTD. C/O SHENZHEN QIANHAI BUSINESS SECRETARY CO., LTD	ATTN: SAM HUANG ROOM 201, BUILDING A, NO. 1 QIANWAN 1ST ROAD QIANHAI SHENZHEN-COOPERATION ZONE SHENZHEN HONG KONG CHINA
2.26	LETTER AGREEMENT RE: COMPANY INCORPORATION AND RELATED COMPLIANCE	N/A	<input type="checkbox"/>	COINMEN CONSULTANTS, LLP	A-22, 2ND FLOOR, GREEN PARK MAIN AUROBINDO MARG NEW DELHI 110016 INDIA
2.27	GROUP AGREEMENT	N/A	<input type="checkbox"/>	COLWEN MANAGEMENT D/B/A RENAISSANCE BOSTON PATRIOT PLACE HOTEL	28 PATRIOT PLACE FOXBOROUGH MA 02035
2.28	QUOTE RE: ALTERYX DESIGNER	12/17/2024	<input type="checkbox"/>	CONTINUUS TECHNOLOGIES	301 N BROADWAY, SUITE 204 MILWAUKEE WI 53202
2.29	SHARE PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	COOLEY (UK) LLP	DASHWOOD, 69 OLD BROAD STREET LONDON EC2M 1QS UNITED KINGDOM
2.30	CONFIDENTIALITY AGREEMENT	05/21/2024	<input type="checkbox"/>	CORNER CAPITAL GROUP, LLC ATTN: JANE BATZOFIN	21 WEST 46TH STREET NEW YORK NY 10036
2.31	COMMERCIAL CONTRACT FOR THE DISTRIBUTION OF M2M CONNECTIVITY	N/A	<input type="checkbox"/>	CREATIVE S&P, LLC	5850 GRANITE PARKWAY STE 215 PLANO TX 75024
2.32	MASTER SERVICES AGREEMENT	N/A	<input type="checkbox"/>	CROUD INC LTD	CANNON PLACE, 78, CANNON STREET LONDON EC4N 6AF UNITED KINGDOM
2.33	FIRST AMENDMENT TO PATENT LICENSE AGREEMENT	N/A	<input type="checkbox"/>	DACA DESIGN LLC	33 LINDBERGH STREET GARDEN CITY NY 11530
2.34	MASTER CLOUD SERVICES AGREEMENT	EVERGREEN	<input type="checkbox"/>	DATABRICKS, INC.	160 SPEAR STREET SUITE 1300 SAN FRANCISCO CA 94105

Schedule G: Executory Contracts and Unexpired Leases**Part 1:**

2.35	MASTER SUBSCRIPTION AGREEMENT	EVERGREEN	<input type="checkbox"/>	DATADOG, INC.	620 8TH AVENUE 45TH FLOOR NEW YORK NY 10018-1741
2.36	DISCLOSURE LETTER	N/A	<input type="checkbox"/>	DEAN LEGG	[REDACTED]
2.37	SERVICE AGREEMENT	EVERGREEN	<input type="checkbox"/>	DEDICATED OFFICE SOLUTIONS	3245 MAIN ST #235-327 FRISCO TX 75034
2.38	QUOTATION RE: PATENT RENEWAL SERVICE	N/A	<input type="checkbox"/>	DENNEMEYER & CO. LLC	2 NORTH RIVERSIDE PLAZA, SUITE 1500 CHICAGO IL 60606
2.39	ASSET PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	EMPIRE FLIPPERS, LLC ATTN JOSEPH MAGNOTTI	427 NORTH TATNAIL ST. STE 34425 WILMINGTON DE 19801
2.40	FIRST AMENDMENT TO TRADEMARK LICENSE AGREEMENT	N/A	<input type="checkbox"/>	ENGLANDER SLEEP PRODUCTS, LLC C/O MR. MARK KINSLEY	401 N. MICHIGAN AVE. SUITE 1200 CHICAGO IL 60611
2.41	FIRST AMENDMENT TO PATENT LICENSE AGREEMENT	N/A	<input type="checkbox"/>	ES DISTRIBUTION, LLC	365 BOSTON POST ROAD, BOX 266 SUDBURY MA 01776
2.42	FIRST AMENDMENT TO PATENT LICENSE AGREEMENT	N/A	<input type="checkbox"/>	ESELLERATION, LLC	365 BOSTON POST ROAD, BOX 266 SUDBURY MA 01776
2.43	INFORMATION AGENT AGREEMENT	N/A	<input type="checkbox"/>	ESHARES, INC. DBA CARTA, INC.	333 BUSH STREET, SUITE 2300 SAN FRANCISCO CA 94104
2.44	STANDARD TERMS AND CONDITIONS TO THE LICENSE AGREEMENT	N/A	<input type="checkbox"/>	EVERGREEN RESEARCH AND MARKETING, LLC	2261 RUTHERFORD ROAD CARLSBAD CA 92008
2.45	LETTER AGREEMENT RE: ENGAGEMENT AND COMPILATION OF FINANCIAL STATEMENTS	N/A	<input type="checkbox"/>	FACT GMBH WIRTSCHAFTSPRUFUNGSGESEL LSCHAFT	JOHANNA-WAESCHER-STRASSE 13 KASSEL 34131 GERMANY
2.46	SERVICE SUMMARY #1	01/17/2025	<input type="checkbox"/>	FASCAM, LLC CYNTHIA	4600 CLARK SHAW ROAD POWELL OH 43065
2.47	SERVICE SUMMARY # 1	01/17/2025	<input type="checkbox"/>	FASCAM, LLC CYNTHIA	4600 CLARK SHAW ROAD POWELL OH 43065
2.48	AMENDED AND RESTATED ADVOCACY SERVICE AGREEMENT	N/A	<input type="checkbox"/>	FASCAM, LLC CYNTHIA	4600 CLARK SHAW ROAD POWELL OH 43065
2.49	FEDEX TRANSPORTATION SERVICES AGREEMENT	EVERGREEN	<input type="checkbox"/>	FEDEX	942 SOUTH SHADY GROVE RD MEMPHIS TN 38116

Schedule G: Executory Contracts and Unexpired Leases**Part 1:**

2.50	ADDENDUM A STATEMENT OF WORK FOR MANAGED SERVICES	EVERGREEN	<input type="checkbox"/>	FEEDONOMICS HOLDINGS, LLC DBA FEEDONOMICS	21011 WARNER CENTER LANE, SUITE A WOODLAND HILLS CA 91367
2.51	ADDENDUM A STATEMENT OF WORK FOR PLATFORM	EVERGREEN	<input type="checkbox"/>	FEEDONOMICS HOLDINGS, LLC DBA FEEDONOMICS	21011 WARNER CENTER LANE, SUITE A WOODLAND HILLS CA 91367
2.52	MASTER SUBSCRIPTION AGREEMENT	N/A	<input type="checkbox"/>	FIVETRAN, INC.	1221 BROADWAY, SUITE 2400 OAKLAND CA 94612
2.53	SHARE PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	FRANK PETRI	[REDACTED]
2.54	PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	FRANK PETRI	[REDACTED]
2.55	COMMERCIAL CONTRACT FOR THE DISTRIBUTION OF M2M CONNECTIVITY	N/A	<input type="checkbox"/>	FREEWAY GMBH	THOMAS A. EDISON STR. 2 EISENSTADT 7000 AUSTRIA
2.56	LETTER RE: FINANCE ADVISORY SERVICES	N/A	<input type="checkbox"/>	FTI CONSULTING, INC.	2001 ROSS AVENUE SUITE 650 DALLAS TX 75201
2.57	LETTER OF INTENT RE: SUBLEASE 259 WEST 30TH STREET	N/A	<input type="checkbox"/>	FULCRUM DIGITAL FULCRUM DIGITAL INC.	111 TOWN SQUARE PLACE, SUITE 1215 JERSEY CITY NJ 07310
2.58	SHARE PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	GARY MACDONOUGH	[REDACTED]
2.59	QUOTE	06/28/2024	<input type="checkbox"/>	GITHUB, INC.	88 COLIN P KELLY JR STREET SAN FRANCISCO CA 94107
2.60	CUSTOMER AGREEMENT	EVERGREEN	<input type="checkbox"/>	GITHUB, INC. C/O CORPORATION SERVICE COMPANY	2710 GAEWAY OAKS DRIVE, SUITE 150N SACRAMENTO CA 95833-3505
2.61	PROPOSAL FOR IN-COMPANY DATA & ANALYTICS FOUNDATION TRAINING	N/A	<input type="checkbox"/>	GODATADRIVEN B.V. NICO DE JONGE	WIBAUTSTRAAT 202 AMSTERDAM 1091 GS THE NETHERLANDS
2.62	LETTER AGREEMENT RE TAX SERVICES	N/A	<input type="checkbox"/>	GRANT THORNTON LLP	171 N. CLARK STREET, SUITE 200 CHICAGO IL 60801
2.63	STATEMENT OF WORK FOR TAX CONSULTING SERVICES	N/A	<input type="checkbox"/>	GRANT THORNTON LLP	171 N. CLARK STREET, SUITE 200 CHICAGO IL 60801
2.64	CONFIDENTIALITY AGREEMENT	N/A	<input type="checkbox"/>	GREYCROFT GROWTH III, L.P.	292 MADISON AVENUE, 8TH FLOOR NEW YORK NY 10017

Schedule G: Executory Contracts and Unexpired Leases**Part 1:**

2.65	MUTUAL EXCLUSIVITY AGREEMENT	EVERGREEN	<input type="checkbox"/>	GUANGDONG SHUNDE NOON ELECTRICAL APPLIANCE MANUFACTURING CO., LTD	1-4/F, BUILDING A, NO.8, ZHIYE ROAD SHUNJIANG RESIDENTIAL COMMITTEE INDUSTRIAL PARK, BENJIAO TOWN, SHUNDE DISTRICT GUANGDONG PROVINCE FOSHAN CITY CHINA
2.66	ASSET PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	HAYDEN ENTERPRISES ALAN HAYDEN	[REDACTED]
2.67	CLIENT SERVICE AGREEMENT	N/A	<input type="checkbox"/>	HCC SPECIALTY UNDERWRITERS, INC. DBA INSTA-BOND SERVICES	401 EDGEWATER PLACE SUITE 400 WAKEFIELD MA 01880
2.68	MASTER SERVICES AGREEMENT	EVERGREEN	<input type="checkbox"/>	HEADSPACE, INC.	2415 MICHIGAN AVENUE SANTA MONICA CA 90404
2.69	SHARE PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	HELEN MACDONOUGH	[REDACTED]
2.70	EXHIBITOR AGREEMENT	N/A	<input type="checkbox"/>	HELIUM 10 PIXEL LABS, LLC (HELIUM 10)	500 TECHNOLOGY DRIVE, STE 450 IRVINE CA 92618
2.71	ASSET PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	HUMBERTO TAMEZ KENNETH FREEMAN AND HUMBERTO TAMEZ	[REDACTED]
2.72	LETTER RE NOTICE TO TERMINATE AGREEMENT	N/A	<input type="checkbox"/>	HUNTON MILLER, LLC ATTN JOHN MILLER	1200 S. ROGERS CIRCLE, #11 BOCA RATON FL 33487
2.73	PRODUCTION AGREEMENT	N/A	<input type="checkbox"/>	HUTTON, MILLER, LLC ATTN JOHN MILLER, PRESIDENT	1200 S. ROGERS CIRCLE, #11 BOCA RATON FL 33487
2.74	SCHEDULE D - STATEMENT OF WORK GOVERNED BY THE MASTER SERVICES AGREEMENT EXECUTED SEPTEMBER 24, 2020	N/A	<input type="checkbox"/>	HYPERVELOCITY	555 W. 5TH ST. 35TH FLOOR LOS ANGELES CA 90013
2.75	NON-EXCLUSIVE LICENSE AGREEMENT	N/A	<input type="checkbox"/>	IASIS INVESTMENT LLC KIN MUN CHEW, PRESIDENT	2233 49TH AVE N, STE 110 MINNEAPOLIS MN 55430
2.76	PROJECT STARFISH CONFIDENTIALITY AGREEMENT	N/A	<input type="checkbox"/>	INTEGRAL CAPITAL ADVISORS, LLC	1730 RUXTON LN, SUITE A REDONDO BEACH CA 90278

Schedule G: Executory Contracts and Unexpired Leases**Part 1:**

2.77	CONFIDENTIALITY AGREEMENT	N/A	<input type="checkbox"/>	ITSP INC.	235 YORKLAND BOULEVARD SUITE 305 NORTH YORK ON M2J 4Y8 CANADA
2.78	SHARE PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	JAMES MACDONOUGH	[REDACTED]
2.79	DISCLOSURE LETTER	N/A	<input type="checkbox"/>	JOSHUA EVANS	[REDACTED]
2.80	COBALT MASTER SERVICES AGREEMENT	EVERGREEN	<input type="checkbox"/>	JS OPERATING COMPANY LP JUNGLE SCOUT	2021 EAST 5TH STREET, SUITE 190 AUSTIN TX 78702
2.81	OPERATION AND MANAGEMENT AGREEMENT	N/A	<input type="checkbox"/>	KANSAS SOFTWARE TECHNOLOGIES MR. MOHAMMAD AZEEM S/O MOHAMMAD KHURSHID ULHAQ	568, SECTOR CC, PHASE IV, DHA LAHORE INDIA
2.82	SERVICES AGREEMENT	EVERGREEN	<input type="checkbox"/>	KANSAS SOFTWARE TECHNOLOGIES, LLC MOHAMMAD AZEEM	15050 W 138TH ST. #3545 OLATHE KS 66062
2.83	ASSET PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	KENNETH FREEMAN	[REDACTED]
2.84	TEMPORARY TO PERMANENT CONVERSION SCHEDULE	N/A	<input type="checkbox"/>	KFORCE FINANCE AND ACCOUNTING STAFFING DIVISION	600 ATLANTIC AVENUE, 18TH FLOOR BOSTON MA 02210
2.85	TERMS OF ENGAGEMENT FOR LEGAL SERVICES	N/A	<input type="checkbox"/>	KOHRMAN JACKSON & KRANTZ LLP	ONE CLEVELAND CENTER 1375 EAST NINTH STREET, 29TH FLOOR CLEVELAND OH 44114-1793
2.86	LETTER AGREEMENT RE: THIRD ADDENDUM TO ENGAGEMENT LETTER DATED JULY 16, 2021	N/A	<input type="checkbox"/>	KPMG LLP	560 LEXINGTON AVENUE NEW YORK NY 10022
2.87	LETTER AGREEMENT RE: FOURTH ADDENDUM TO ENGAGEMENT LETTER DATED JULY 16, 2021	N/A	<input type="checkbox"/>	KPMG LLP	560 LEXINGTON AVENUE NEW YORK NY 10022
2.88	SHARE PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	LAMPEDO LTD	54 PORTLAND PLACE LONDON W1B 1DY UNITED KINGDOM
2.89	SHARE PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	LAMPEDO LTD.	54 PORTLAND PLACE LONDON W1B 1DY UNITED KINGDOM
2.90	SHARE PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	LAMPEDO LTD.	3RD FLOOR, 1 ASHLEY ROAD ALTRINCHAM CHESHIRE WA14 2DT UNITED KINGDOM

Schedule G: Executory Contracts and Unexpired Leases**Part 1:**

2.91	ROLL OF DEEDS	N/A	<input type="checkbox"/>	LAMPEDO LTD.	3RD FLOOR, 1 ASHLEY ROAD ALTRINCHAM CHESHIRE WA14 2DT UNITED KINGDOM
2.92	PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	LAMPEDO LTD.	3RD FLOOR, 1 ASHLEY ROAD ALTRINCHAM CHESHIRE WA14 2DT UNITED KINGDOM
2.93	DISCLOSURE LETTER	N/A	<input type="checkbox"/>	LAMPEDO LTD.	54 PORTLAND PLACE LONDON W1B 1DY UNITED KINGDOM
2.94	ASSET PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	LAMPEDO LTD.	3RD FLOOR, 1 ASHLEY ROAD ALTRINCHAM CHESHIRE WA14 2DT UNITED KINGDOM
2.95	OCEAN RFP - LANES, RFP REMARKS, AND TERMS & CONDITIONS	04/30/2024	<input type="checkbox"/>	LEMAN USA, INC.	1860 RENAISSANCE BLVD STURTEVANT WI 53177
2.96	ORDER FORM	11/22/2024	<input type="checkbox"/>	LEVER, INC.	1125 MISSION ST. SAN FRANCISCO CA 94103
2.97	LEVEL MASTER SUBSCRIPTION AGREEMENT	EVERGREEN	<input type="checkbox"/>	LEVER, INC.	1125 MISSION STREET SAN FRANCISCO CA 94013
2.98	SERVICE AGREEMENT	EVERGREEN	<input type="checkbox"/>	LICEGUARD.COM GAIL INBAR	590 HILLSIDE AVE NEEDHAM HEIGHTS MA 02494
2.99	OPERATION AND MANAGEMENT AGREEMENT	N/A	<input type="checkbox"/>	M/S ACES MARKETING & TRADING MR. HAMZA SAEED BAJWA	HOUSE NO. 163-A/L, ATTA-UL-HAQ ROAD, WESTRIDGE 1 RAWALPINDI INDIA
2.100	ORDER FORM RE: AUTOMATED OPTIMIZATION OF ADVERTISING CAMPAIGNS	EVERGREEN	<input type="checkbox"/>	M19 SAS	12, RUE VIVIENNE, LOT 3 PARIS 75002 FRANCE
2.101	BILL OF SALE	N/A	<input type="checkbox"/>	MARIO QUENNEVILLE	[REDACTED]
2.102	ASSET PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	MARIO QUENNEVILLE	[REDACTED]
2.103	ASSET PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	MARTIN STERZ	[REDACTED]
2.104	STANDARD TERMS AND CONDITIONS TO THE LICENSE AGREEMENT	N/A	<input type="checkbox"/>	MARVEL BRANDS LLC	1290 AVENUE OF THE AMERICAS, 2ND FLOOR NEW YORK NY 10104

Schedule G: Executory Contracts and Unexpired Leases**Part 1:**

2.105	SHARE PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	MAX ALFRED WINKLER	KAPUZINERSTRASSE 39 MUNCHEN 80469 GERMANY
2.106	PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	MAX ALFRED WINKLER	KAPUZINERSTRASSE 39 MUNCHEN 80469 GERMANY
2.107	FIRST AMENDMENT TO TRADEMARK LICENSE AGREEMENT	N/A	<input type="checkbox"/>	MAYFAIR BRANDS, LIMITED	UNITS 2051-03, 25/F, STELUX HOUSE NO. 698 PRINCE EDWARD ROAD EAST SAN PO KONG KOWLOON HONG KONG
2.108	AGREEMENT RE: BOOK LICENSES	EVERGREEN	<input type="checkbox"/>	MEL BAY PUBLICATIONS, INC.	1734 GILSINN LANE FENTON MO 63026
2.109	ENGAGEMENT LETTER	N/A	<input type="checkbox"/>	MERCER HEALTH & BENEFITS LLC	1166 AVENUE OF THE AMERICAS NEW YORK NY 10036
2.110	LETTER RE: AGREEMENT FOR BACKGROUND INVESTIGATIVE SERVICES	N/A	<input type="checkbox"/>	MINTZ GROUP LLC	110 FIFTH AVENUE, 8TH FLOOR NEW YORK NY 10011
2.111	SERVICE AGREEMENT	EVERGREEN	<input type="checkbox"/>	MINUFIRMA	JUHKENTALI 8, TALLINN 10132, ESTONIA
2.112	LETTER AGREEMENT RE: POTENTIAL ENGAGEMENT	N/A	<input type="checkbox"/>	MOELIS & COMPANY LLC	399 PARK AVENUE, 4TH FLOOR NEW YORK NY 10022 212-883-3800
2.113	SALES ORDER	N/A	<input type="checkbox"/>	MONDAY.COM LTD	6 YITZHAK SADEH ST. TEL-AVIV 6777506 ISRAEL
2.114	TERMS FOR PRIVATE PLACEMENT OF SERIES SEED PREFERRED STOCK	N/A	<input type="checkbox"/>	N/A	N/A
2.115	SUPPLIER AGREEMENT	N/A	<input type="checkbox"/>	N/A	SHUNFENG, TONGCHAN GROUP, NO.28, LANGSHAN ROAD, NANSHAN DISTRICT, SHENZHEN, CHINA
2.116	FOUNDERS EQUITY AGREEMENT	N/A	<input type="checkbox"/>	N/A	534 HUDSON STREET, SUITE PH3, NEW YORK, NY, UNITED STATES, 10014
2.117	MIGRATION TIMELINE RE: ASSET PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	N/A	N/A

Schedule G: Executory Contracts and Unexpired Leases**Part 1:**

2.118	WARRANT ISSUANCE AGREEMENT	N/A	<input type="checkbox"/>	NANIGANS, INC.	100 SUMMER ST BOSTON MA 02110
2.119	AMENDMENT ONE TO THE MASTER AGREEMENT FOR PRODUCT DEVELOPMENT & SERVICES DATED JUNE 17, 2021	N/A	<input type="checkbox"/>	NANIGANS, INC.	100 SUMMER ST BOSTON MA 02110
2.120	MASTER AGREEMENT FOR PRODUCT DEVELOPMENT & SERVICES	EVERGREEN	<input type="checkbox"/>	NANIGANS, INC. RIC CALVILLO CHIEF EXECUTIVE OFFICER	100 SUMMER ST., 31ST FLOOR BOSTON MA 02110
2.121	THREE-PARTY ESCROW SERVICE AGREEMENT	EVERGREEN	<input type="checkbox"/>	NANIGANS. INC. BRIAN CORMIER, ACCOUNTING MANAGER/DIRECTOR OF HUMAN RESOURCES	100 SUMMER ST., 31ST FLOOR BOSTON MA 02110
2.122	LICENSE AGREEMENT	N/A	<input type="checkbox"/>	NBCUNIVERSAL MEDIA, LLC	30 ROCKEFELLER PLAZA NEW YORK NY 10112
2.123	THREE-PARTY ESCROW SERVICE AGREEMENT	EVERGREEN	<input type="checkbox"/>	NCC GROUP SOFTWARE RESILIENCE (NA) LLC VAULT ADMINISTRATION	6111 LIVE OAK PARKWAY NORCROSS GA 30093
2.124	SHARE PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	NICHOLAS ZBIERANOWSKI	[REDACTED]
2.125	PATENT LICENSE AGREEMENT	N/A	<input type="checkbox"/>	NIPPON SEAL, CO., LTD.	3-65, 1-CHOME HIRABAYASHI MINAMI SUMINOE-KU OSAKA 559- 225 JAPAN
2.126	PROFESSIONAL SERVICES AGREEMENT	N/A	<input type="checkbox"/>	NXT GENERATION TRAINING, LLC	6688 NOLENSVILLE RD, SUITE 108- 249 BRENTWOOD TN 37027-8833
2.127	LETTER AGREEMENT RE: SECRETARIAL SERVICES	N/A	<input type="checkbox"/>	OAKWOOD CORPORATE SERVICES	3RD FLOOR, 1 ASHLEY ROAD ALTRINCHAM CHESHIRE WA14 2DT UNITED KINGDOM
2.128	SETTLEMENT AGREEMENT	N/A	<input type="checkbox"/>	OASIS ROSE LIMITED DBA KISS ME ORGANICS, LTD	2003, 20/F, TOWER 5 CHINA HONG KONG CITY 33 CANTON RD, TSIM SHA TSUI KOWLOON HONG KONG
2.129	SUPPORT SERVICES AND SERVICE LEVELS TO THE ONESTREAM - SAAS AGREEMENT	N/A	<input type="checkbox"/>	ONESTREAM	362 SOUTH STREET ROCHESTER MI 48307
2.130	DATA SECURITY PROCESSES AND TERMS TO THE ONESTREAM - SAAS AGREEMENT	N/A	<input type="checkbox"/>	ONESTREAM	362 SOUTH STREET ROCHESTER MI 48307

Schedule G: Executory Contracts and Unexpired Leases**Part 1:**

2.131	ATTACHMENT A - ORDER SCHEDULE	N/A	<input type="checkbox"/>	ONESTREAM SOFTWARE LLC	362 SOUTH STREET ROCHESTER MI 48307
2.132	ESTIMATE RE: ONEWORLD CLOUD SERVICE	N/A	<input type="checkbox"/>	ORACLE AMERICA, INC.	2300 ORACLE WAY AUSTIN TX 78741
2.133	ESTIMATE RE: NETSUITE NO CHARGE SUBSIDIARY	N/A	<input type="checkbox"/>	ORACLE AMERICA, INC.	500 ORACLE PARKWAY REDWOOD SHORES CA 94065
2.134	ESTIMATE RE: NETSUITE MID-MARKET CLOUD SERVICE	N/A	<input type="checkbox"/>	ORACLE AMERICA, INC.	2300 ORACLE WAY AUSTIN TX 78741
2.135	ESTIMATE RE: NETSUITE ACS ARCHITECT EXTENDED SERVICE	N/A	<input type="checkbox"/>	ORACLE AMERICA, INC.	2300 ORACLE WAY AUSTIN TX 78741
2.136	SUBSCRIPTION SERVICES AGREEMENT	EVERGREEN	<input type="checkbox"/>	ORACLE AMERICA, INC. ATTN: GENERAL COUNSEL, LEGAL DEPARTMENT	500 ORACLE PARKWAY REDWOOD SHORES CA 94065
2.137	LETTER AGREEMENT RE: CONFIDENTIALITY AGREEMENT	08/05/2025	<input type="checkbox"/>	PACKABLE HOLDINGS, LLC	N/A
2.138	MASTER SOFTWARE SUBSCRIPTION AGREEMENT	N/A	<input type="checkbox"/>	PACVUE CORPORATION	P.O. BOX 2004 BELLEVUE WA 98009-2004
2.139	MASTER SERVICES AGREEMENT	N/A	<input type="checkbox"/>	PALNI INC	8951 COLLIN MCKINNEY PKWY, UNIT 1101 MCKINNEY TX 75070
2.140	DATA PROCESSING ADDENDUM	N/A	<input type="checkbox"/>	PARADIGM STRATEGY INC.	300 BRANNAN ST, STE 610 SAN FRANCISCO CA 94107
2.141	PLATFORM SUBSCRIPTION AND LICENSING AGREEMENT	N/A	<input type="checkbox"/>	PEOPLE ELEMENT LLC	650 S. CHERRY STREET, SUITE 115 GLENDALE CO 80246
2.142	SHARE PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	PHILIP WILLIAMS	[REDACTED]
2.143	ASSET PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	PIOTR BARTULSKI	[REDACTED]
2.144	SERVICE ORDER	N/A	<input type="checkbox"/>	POWERREVIEWS, INC.	1 NORTH DEARBORN STREET SUITE 800 CHICAGO IL 60602
2.145	LETTER RE: ENGAGEMENT LETTER	N/A	<input type="checkbox"/>	PRICEWATERHOUSECOOPERS LLP	101 SEAPORT BOULEVARD BOSTON MA 02210-1705
2.146	LETTER RE: ENGAGEMENT LETTER	N/A	<input type="checkbox"/>	PRICEWATERHOUSECOOPERS LLP	185 ASYLUM STREET, SUITE 2400 HARTFORD CT 06103

Schedule G: Executory Contracts and Unexpired Leases

Part 1:

2.147	LETTER RE: ENGAGEMENT LETTER	N/A	<input type="checkbox"/>	PRICEWATERHOUSECOOPERS LLP	CITY PLACE 1, 185 ASYLUM STREET, SUITE 2400 HARTFORD CT 06103- 3404
2.148	ENGAGEMENT LETTER RE: TAX SERVICES	N/A	<input type="checkbox"/>	PRICEWATERHOUSECOOPERS LLP	101 SEAPORT BOULEVARD BOSTON MA 02210-1705
2.149	AMENDMENT #1 TO ENGAGEMENT LETTER	N/A	<input type="checkbox"/>	PRICEWATERHOUSECOOPERS LLP	101 SEAPORT BOULEVARD BOSTON MA 02210-1705
2.150	END USER LICENSE AGREEMENT	N/A	<input type="checkbox"/>	PROGRESS ATTN GENERAL COUNSEL	14 OAK PARK DRIVE BEDFORD MA 01730
2.151	OFFICE HORTICULTURE SERVICE AGREEMENT	N/A	<input type="checkbox"/>	PROPAGATE, LLC	280 10TH ST STE 1 BROOKLYN BROOKLYN NY 11215
2.152	MASTER SERVICES AGREEMENT	N/A	<input type="checkbox"/>	PROTIVITI INC. ROBERT GOULD	888 7TH AVENUE, 13TH FLOOR NEW YORK NY 10106
2.153	MASTER SERVICES AGREEMENT	N/A	<input type="checkbox"/>	PROXET GROUP LLC D/B/A RAILS REACTOR	87 COOLIDGE STREET BROOKLINE MA 02446
2.154	UNILATERAL NONDISCLOSURE AGREEMENT	09/30/2025	<input type="checkbox"/>	QUALCOMM INCORPORATED	5775 MOREHOUSE DRIVE SAN DIEGO CA 92121
2.155	SERVICES AGREEMENT	N/A	<input type="checkbox"/>	QUARTILE, LLC	261 MADISON AVE NEW YORK NY 10016
2.156	CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT	N/A	<input type="checkbox"/>	QUIET LIGHT BROKERAGE, INC.	631 BRAWLEY SCHOOL ROAD, SUITE 300 MOORESVILLE NC 28117
2.157	THIRD PARTY CONSULTANT PROFESSIONAL SERVICES AGREEMENT	N/A	<input type="checkbox"/>	RABKIN PROFESSIONAL SERVICES INC.	88 BRULE TRAIL KING ON L7B 0C7 CANADA
2.158	STATEMENT OF WORK	N/A	<input type="checkbox"/>	RAILS REACTOR	1309 BEACON ST BOSTON MA 02446
2.159	MASTER CLOUD AGREEMENT	N/A	<input type="checkbox"/>	REALTIMEBOARD INC., DBA MIRO	201 SPEAR STREET, SUITE 1100 SAN FRANCISCO CA 94105
2.160	MASTER SUBSCRIPTION AGREEMENT	EVERGREEN	<input type="checkbox"/>	REDFISH LABS DBA TORCH LEADERSHIP LAVE AND EVERWISE ATTN LEGAL DEPARTMENT	REDFISH LABS, INC. 760 SENECA STREET, SUITE 250 BUFFALO NY 14210

Schedule G: Executory Contracts and Unexpired Leases**Part 1:**

2.161	ADDENDUM TO GROUP ROOMS EVENT AGREEMENT	N/A	<input type="checkbox"/>	RENAISSANCE BOSTON PATRIOT PLACE HOTEL	28 PATRIOT PLACE FOXBORO MA 02035
2.162	GROUP ROOMS EVENT AGREEMENT	N/A	<input type="checkbox"/>	RENAISSANCE BOSTON PATRIOT PLACE HOTEL AND HILTON GARDEN INN FOXBORO PATRIOT PLACE	28 PATRIOT PLACE FOXBORO MA 02035
2.163	ADDENDUM TO GROUP ROOMS EVENT AGREEMENT	N/A	<input type="checkbox"/>	RENAISSANCE BOSTON PATRIOT PLACE HOTEL AND HILTON GARDEN INN FOXBORO PATRIOT PLACE	28 PATRIOT PLACE FOXBORO MA 02035
2.164	SHARE PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	RICHARD BILLINGS	[REDACTED]
2.165	SHARE PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	RICKESH HARIA	[REDACTED]
2.166	LETTER AGREEMENT RE: ENGAGEMENT FOR REPRESENTATION	N/A	<input type="checkbox"/>	ROPES & GRAY LLP	PRUDENTIAL TOWER 800 BOYLSTON STREET BOSTON MA 02199-3600
2.167	ADDENDUM TO THE MASTER SERVICES AGREEMENT DATED MAY 6, 2019	N/A	<input type="checkbox"/>	RUNTIME REVOLUTION LLC WEWORK	300 PARK AVENUE NEW YORK NY 10022
2.168	MASTER SERVICES AGREEMENT RE: CONSULTING AND SOFTWARE DEVELOPMENT SERVICES	EVERGREEN	<input type="checkbox"/>	RUNTIME REVOLUTION LLC WEWORK	300 PARK AVENUE NEW YORK NY 10022
2.169	MASTER SERVICES AGREEMENT CONSULTING AND SOFTWARE DEVELOPMENT SERVICES	N/A	<input type="checkbox"/>	RUNTIME REVOLUTION LLC WEWORK	300 PARK AVENUE NEW YORK NY 10022
2.170	CERTIFICATE OF COMPLETION	N/A	<input type="checkbox"/>	SALESFORCE	ONE MARKET STREET SAN FRANCISCO CA 94105
2.171	MAIN SERVICES AGREEMENT	N/A	<input type="checkbox"/>	SALESFORCE, INC. (F/K/A SALESFORCE.COM, INC.) ATTN VP, WORLDWIDE SALES OPERATIONS	SALESFORCE TOWER 415 MISSION STREET, 3RD FLOOR SAN FRANCISCO CA 94105
2.172	SHARE PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	SARAH O'CONNOR	[REDACTED]
2.173	SHARE PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	SAVAN HARIA	[REDACTED]

Schedule G: Executory Contracts and Unexpired Leases**Part 1:**

2.174	LETTER RE: ENGAGEMENT LETTER	N/A	<input type="checkbox"/>	SCALAR, LLC	PO BOX 1031 DRAPER UT 84020
2.175	TERMS OF SERVICE	N/A	<input type="checkbox"/>	SEMRUSH INC.	800 BOYLSTON STREET, SUITE 2475 BOSTON MA 02199
2.176	BUSINESS ASSOCIATE AGREEMENT	EVERGREEN	<input type="checkbox"/>	SEQUOIA BENEFITS AND INSURANCE SERVICES, LLC, D/B/A SEQUOIA CONSULTING GROUP ATTN LEGAL DEPARTMENT	1850 GATEWAY DRIVE, SUITE 700 SAN MATEO CA 94404
2.177	LETTER RE: ENGAGEMENT AGREEMENT	N/A	<input type="checkbox"/>	SHAPIRO ARATO BACH LLP	500 FIFTH AVENUE, 40TH FLOOR NEW YORK NY 10110
2.178	LETTER RE: ENGAGEMENT AGREEMENT	N/A	<input type="checkbox"/>	SHAPIRO ARATO BACH LLP	550 FIFTH AVENUE, 40TH FLOOR NEW YORK NY 10110
2.179	STATIONS SERVICE AGREEMENT	EVERGREEN	<input type="checkbox"/>	SHAREBIT, INC.	205 HUDSON ST., 7TH FLOOR NEW YORK NY 10013
2.180	SUPPLIER AGREEMENT	N/A	<input type="checkbox"/>	SHENZHEN BRANCH OF CHINA UNITED NETWORK COMMUNICATIONS CO., LTD.	UNIT A, SHOP NO.188, FLOOR 1, BUJI SQUARE, NO.69, JIHUA ROAD BUJI TOWN, LONGGANG DISTRICT SHENZHEN GUANGDONG 518114 CHINA
2.181	SHOPIFY PLUS AGREEMENT	N/A	<input type="checkbox"/>	SHOPIFY INC.	151 OCONNOR STREET, GROUND FLOOR OTTAWA ON K2P 2L8 CANADA
2.182	ORDER FORM	N/A	<input type="checkbox"/>	SLACK TECHNOLOGIES, LLC	500 HOWARD STREET SAN FRANCISCO CA 94105
2.183	INFORMATION AND PAYING AGENT AGREEMENT	N/A	<input type="checkbox"/>	SMTX, LLC ATTENTION: SARAH CHOPNICK	C/O THE NASDAQ PRIVATE MARKET, LLC 151 WEST 42ND STREET, 10TH FLOOR NEW YORK NY 10036
2.184	SERVICE SUBSCRIPTION AGREEMENT	N/A	<input type="checkbox"/>	SPROUT SOCIAL, INC. ATTN: LEGAL	131 S DEARBORN ST., SUITE 700 CHICAGO IL 60611
2.185	SOFTWARE SUBSCRIPTION AND PROFESSIONAL SERVICES AGREEMENT	N/A	<input type="checkbox"/>	SQUAREWORKS CONSULTING, LLC	101 ARCH STREET, 8TH FLOOR BOSTON MA 02110-7500

Schedule G: Executory Contracts and Unexpired Leases**Part 1:**

2.186	ASSET PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	STERZ + BARTULSKI GBR	ERSTEINERSTRASSE 1 ENDINGEN 79346 GERMANY
2.187	SETTLEMENT AGREEMENT	N/A	<input type="checkbox"/>	SUNDESA, LLC	250 S 850 E LEHI UT 84043
2.188	AGREEMENT FOR LEGAL SERVICES	N/A	<input type="checkbox"/>	SYCIP SALAZAR HERNANDEZ & GATMAITAN	105 PASEO DE ROXAS 1226 MAKATI CITY PHILIPPINES
2.189	ASSET PURCHASE AGREEMENT	N/A	<input type="checkbox"/>	SYNCHRONICITY INDUSTRIES, LLC KENNETH FREEMAN AND HUMBERTO TAMEZ	1803 CRYSTAL CT HOUSTON TX 77008
2.190	MASTER CLIENT AGREEMENT	N/A	<input type="checkbox"/>	SYNDIGO LLC	141 W. JACKSON BLVD., STE 1220 CHICAGO IL 60604
2.191	PRODUCTION AGREEMENT	N/A	<input type="checkbox"/>	TABLE-MATE USA, LLC ATTN ROBIN BEHAR AND DOUG SOPER	1000 BUSINESS CENTER CIRCLE STE 101 NEWBURY PARK CA 91320
2.192	DIGITAL ADVERTISING INSERTION ORDER	N/A	<input type="checkbox"/>	TABOOLA.COM, LTD.	2 JABOTINSKY STREET, 32ND FLOOR RAMAT GAN 5250501 ISRAEL
2.193	CONFIDENTIALITY AGREEMENT	N/A	<input type="checkbox"/>	TALKDESK INC.	535 MISSION STREET, 12TH FLOOR, SAN FRANCISCO CA 94105
2.194	NON-EXCLUSIVE LICENSE AGREEMENT	N/A	<input type="checkbox"/>	THE LITEBOOK COMPANY LTD. TERRY COOK, DIRECTOR / RECORDING SECRETARY	PO BOX 24032 MEDICINE HAT AB T1A 8M8 CANADA
2.195	MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT	N/A	<input type="checkbox"/>	THE NASDAQ PRIVATE MARKET LLC ATTN: SARAH B. CHOPNICK	151 WEST 42ND STREET, 10TH FLOOR NEW YORK NY 10036
2.196	INFORMATION AND PAYING AGENT AGREEMENT	N/A	<input type="checkbox"/>	THE NASDAQ PRIVATE MARKET, LLC ATTENTION: SARAH B. CHOPNICK	151 WEST 42ND STREET, 10TH FLOOR NEW YORK NY 10036
2.197	MASTER SERVICES AGREEMENT	N/A	<input type="checkbox"/>	THE SIEGFRIED GROUP, LLP	1201 N. MARKET STREET, SUITE 700 WILMINGTON DE 19081
2.198	SERVICE LEVEL AGREEMENT	N/A	<input type="checkbox"/>	THE STORAGE PLACE LTD JACK CHIPPERFIELD	BREWERY LANE, FELLING GATESHEAD NE10 0EY UNITED KINGDOM

Schedule G: Executory Contracts and Unexpired Leases**Part 1:**

2.199	INVOICE	N/A	<input type="checkbox"/>	THE SUITE, INC.	4615 CENTER BLVD LONG ISLAND CITY NY 11109
2.200	STATEMENT OF WORK	N/A	<input type="checkbox"/>	THOMSON REUTERS	610 OPPERMAN DRIVE PO BOX 64833 ST. PAUL MN 55164-1803
2.201	ORDER FORM	N/A	<input type="checkbox"/>	THOMSON REUTERS	610 OPPERMAN DRIVE PO BOX 64833 ST. PAUL MN 55164-1803
2.202	ADDENDUM TO WEST ORDER FORM - HIGHQ	N/A	<input type="checkbox"/>	THOMSON REUTERS	610 OPPERMAN DRIVE PO BOX 64833 ST. PAUL MN 55164-1803
2.203	SHOP TARGET PRODUCT DEMAND PREDICTION BUSINESS CAMPAIGN AGREEMENT TEMPLATE	EVERGREEN	<input type="checkbox"/>	TIKTOK, INC.	5800 BRISTOL PARKWAY, SUITE 100 CULVER CITY CA 90230
2.204	LICENSE AGREEMENT	EVERGREEN	<input type="checkbox"/>	TM USA, LLC ATTN ROBIN BEHAR	30101 AGOURA CT. RD STE 232 AGOURA HILLS CA 91301
2.205	SOLUTIONS AGREEMENT	EVERGREEN	<input type="checkbox"/>	TRANSPERFECT INTERNATIONAL LLC JENS HUIJGEN, LAURA MADDEN, AND NICK PERIS	NOMAD TOWER 1250 BROADWAY NEW YORK CITY NY 10001
2.206	SERVICE AGREEMENT	N/A	<input type="checkbox"/>	TUV SUD	401 EDGEWATER PLACE, SUITE 500 WAKEFIELD MA 01880
2.207	ORDER FORM	N/A	<input type="checkbox"/>	TYPEFORM SL SALES DEPT.	BAC DE RODA, 163 BARCELONA 08018 SPAIN
2.208	ORDER FORM	EVERGREEN	<input type="checkbox"/>	UDEMY, INC.	600 HARRISON STREET, FLOOR 3 SAN FRANCISCO CA 94107
2.209	DATA PROCESSING ADDENDUM	EVERGREEN	<input type="checkbox"/>	UDEMY, INC. DAVID WIEDEMAN	600 HARRISON STREET, THIRD FLOOR SAN FRANCISCO CA 94107
2.210	SUPPLIER AGREEMENT	EVERGREEN	<input type="checkbox"/>	UNITED NATURAL FOODS, INC.	313 IRON HORSE WAY PROVIDENCE RI 02908
2.211	GROUP POLICY RE: BENEFITS FOR COVERED VISION CARE SERVICES	N/A	<input type="checkbox"/>	UNITEDHEALTHCARE INSURANCE COMPANY	185 ASYLUM STREET HARTFORD CT 06103-0450
2.212	GROUP POLICY RE: BENEFITS FOR COVERED HEALTH CARE SERVICES	N/A	<input type="checkbox"/>	UNITEDHEALTHCARE INSURANCE COMPANY	185 ASYLUM STREET HARTFORD CT 06103-0450

Schedule G: Executory Contracts and Unexpired Leases**Part 1:**

2.213	GROUP POLICY RE: BENEFITS FOR COVERED DENTAL CARE SERVICES	N/A	<input type="checkbox"/>	UNITEDHEALTHCARE INSURANCE COMPANY	185 ASYLUM STREET HARTFORD CT 06103-0450
2.214	SUB-AGREEMENT CONSULTANCY SERVICES	N/A	<input type="checkbox"/>	VICTA B.V.	DEMME SWEG 10 HENGELO BN 7556 THE NETHERLANDS
2.215	SERVICES AGREEMENT	EVERGREEN	<input type="checkbox"/>	VIRTUOUS OUTSOURCING, LLC ERICK RODRIGUEZ, MANAGING PARTNER	401 E 1ST ST 1868-0077 SANFORD FL 32772
2.216	PROFESSIONAL SERVICE AGREEMENT	EVERGREEN	<input type="checkbox"/>	VIRTUOUS OUTSOURCING, LLC ERICK RODRIGUEZ, MANAGING PARTNER	401 E 1ST ST 1868-0077 SANFORD FL 32772
2.217	MEMO RE NEW COTTON POLICY	N/A	<input type="checkbox"/>	VSNEWCO.	4 LIMITED PKWY E REYNOLDSBURG OH 43068
2.218	SERVICE AGREEMENT	N/A	<input type="checkbox"/>	WAREHOUSE REPUBLIC INC. ATTENTION: MARK TAYLOR	1260 S VINTAGE AVE., UNIT A ONTARIO CA 91761
2.219	ORDER FORM	EVERGREEN	<input type="checkbox"/>	WEST PUBLISHING CORPORATION THOMSON REUTERS	610 OPPERMAN DRIVE P.O. BOX 64833 EAGAN MN 55123-1803
2.220	AMENDMENT TO MEMBERSHIP AGREEMENT DATED MAY 27, 2021	N/A	<input type="checkbox"/>	WEWORK	WARSCHAUER PLATZ 11-13 BERLIN BE 10245 GERMANY
2.221	CONFIDENTIALITY AGREEMENT	N/A	<input type="checkbox"/>	WHELE LLC DBA PERCH	200 BERKELEY ST BOSTON MA 02166
2.222	TERMS OF ENGAGEMENT FOR THE SALE, LETTING AND ACQUISITION OF PROPERTY	N/A	<input type="checkbox"/>	WHITMAN & CO. COMMERCIAL	5-7 TUMHAM GREEN TERRACE, CHISWICK LONDON W4 1RG UNITED KINGDOM
2.223	PATENT LICENSE AGREEMENT	N/A	<input type="checkbox"/>	WORD APE, LLC ATTN AARON MULLER AND TETSU LIEW, MEMBERS	1 LAKE BELLEVUE DRIVE, SUITE 208 BELLEVUE WA 98005
2.224	ORDER RE: ANNUAL & INTERIM FINANCIAL REPORTING SOLUTION	EVERGREEN	<input type="checkbox"/>	WORKIVA INC.	2900 UNIVERSITY BLVD. AMES IA 50010
2.225	ASSESSMENT DETAILS	N/A	<input type="checkbox"/>	WORKLYTICS	7525 SE 24TH ST SUITE 530 MERCER ISLAND WA 98040

Schedule G: Executory Contracts and Unexpired Leases

Part 1:

2.226	QUOTE RE: DROPBOX - ANNUAL RENEWAL - 2023-24	N/A	<input type="checkbox"/>	WPG CONSULTING	200 E 32ND STREET UNIT 7C NEW YORK NY 10016
2.227	LICENSE AGREEMENT	N/A	<input type="checkbox"/>	WRIGHT'S MEDIA LLC	2407 TIMBERLOCH PLACE, SUITE B THE WOODLANDS TX 77380
2.228	COMMERCIAL AGREEMENT	EVERGREEN	<input type="checkbox"/>	YARDLINE CAPITAL CORP. ARI HOROWTIZ	534 HUDSON STREET, SUITE PH3 NEW YORK NY 10014
2.229	AMENDED AND RESTATED MASTER AGREEMENT FOR PRODUCT DEVELOPMENT & SERVICES DATED OCTOBER 24, 2022	10/23/2024	<input type="checkbox"/>	ZEENK, INC. FKA NANIGANS, INC. BRIAN EBERMAN, CHIEF EXECUTIVE OFFICER	100 SUMMER ST., 31ST FLOOR BOSTON MA 02110
2.230	MASTER SUBSCRIPTION AGREEMENT	EVERGREEN	<input type="checkbox"/>	ZENDESK ATTN LEGAL DEPARTMENT	989 MARKET STREET SAN FRANCISCO CA 94103
2.231	CONSULTING SERVICES STATEMENT OF WORK	N/A	<input type="checkbox"/>	ZENDESK, INC.	989 MARKET STREET SAN FRANCISCO CA 94103
2.232	LICENSE TERMS AND CONDITIONS	EVERGREEN	<input type="checkbox"/>	ZOOMINFO TECHNOLOGIES	805 BROADWAY STREET, SUITE 900 VANCOUVER WA 98660

Total number of contracts

232

Schedule H: Codebtors

Part 1:

1. Does the debtor have any codebtors?

- No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.
- Yes

Codebtor Name and Mailing Address	Creditor Name	D - E/F - G
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2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, Schedules D-G. Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.

Total Number of Co-Debtor / Creditor Rows

0

Fill in this information to identify the case and this filing:

Debtor Name:	<u>Thrasio Holdings, Inc.</u>
United States Bankruptcy Court for the:	<u>DISTRICT OF NEW JERSEY</u>
Case Number (if known):	<u>24-11840</u>

Official Form 206Sum

Summary of Assets and Liabilities for Non-Individuals

1. Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)

1. a. Real Property:

Copy line 88 from Schedule A/B

\$0

1. b. Total personal property:

Copy line 91A from Schedule A/B

\$1,139,306,218

1. c. Total of all property:

Copy line 92 from Schedule A/B

\$1,139,306,218

2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)

Copy the total dollar amount listed in Column A, Amount of claim, from line 3 of Schedule D

\$0

3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)

3. a. Total claim amounts of priority unsecured claims:

Copy the total claims from Part 1 from line 6a of Schedule E/F

\$0

3. b. Total amount of claims of nonpriority amount of unsecured claims:

Copy the total of the amount of claims from Part 2 from line 6b of Schedule E/F

\$21,385

4. Total liabilities

Lines 2 + 3a + 3b

\$21,385

Fill in this information to identify the case and this filing:

Debtor Name:	Thrasio Holdings, Inc.
United States Bankruptcy Court for the:	DISTRICT OF NEW JERSEY
Case Number (if known):	24-11840

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

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.

Declaration and Signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- Schedule H: Codebtors (Official Form (206H)
- Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- Amended Schedule _____
- Other document that requires a declaration _____

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

Executed on: June 21, 2024

Signature: /s/ Steve Nee

Steve Nee, Chief Financial Officer
Name and Title