Fill in this information to identify the case:

Debtor Lordstown EV Sales LLC

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

Case number 23-10833

Official Form 410
Proof of Claim

04/22

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

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

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

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

Part 1: Identify the Claim

1. **Who is the current creditor?**

   Adam Kroll
   Name of the current creditor (the person or entity to be paid for this claim)

   Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

   ☑ No

   ☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

   Where should notices to the creditor be sent?

   Adam Kroll
   Josh Altman c/o Adam Kroll
   Katten Muchin Rosenman LLP
   525 W. Monroe Street
   Chicago, IL 60661-3693, USA

   Contact phone _____
   Contact email josh.altman@katten.com

   Where should payments to the creditor be sent? (if different)

   Contact phone _____
   Contact email _____

   Uniform claim identifier for electronic payments in chapter 13 (if you use one):

   _

4. **Does this claim amend one already filed?**

   ☑ No

   ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

   ☑ No

   ☐ Yes. Who made the earlier filing? _____

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

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ Unknown/Unliquidated. **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

See attached addendum

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

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

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

☑ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

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

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

☑ No

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

$_____

Part 3: Sign Below

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

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

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

Check the appropriate box:

☐ I am the creditor.

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

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

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

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

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

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

Executed on date 10/05/2023
MM / DD / YYYY

/s/Joshua Altman
Signature

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

Name: Joshua Altman
First name | Middle name | Last name

Title: Partner

Company: Katten Muchin Rosenman LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

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KCC ePOC Electronic Claim Filing Summary

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

Debtor:
23-10833 - Lordstown EV Sales LLC
District:
District of Delaware

Creditor:
Adam Kroll
Josh Altman c/o Adam Kroll
Katten Muchin Rosenman LLP
525 W. Monroe Street
Chicago, IL, 60661-3693
USA
Phone:
Phone 2:
Fax:
Email:
josh.altman@katten.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
See attached addendum

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
Unknown/Unliquidated

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Joshua Altman on 05-Oct-2023 10:08:34 a.m. Eastern Time
Title:
Partner
Company:
Katten Muchin Rosenman LLP

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
LORDSTOWN MOTORS CORP., *et al.*,[1]	)	Case No. 23-10831 (MFW)
Debtors.	)	Jointly Administered

ADDENDUM TO PROOF OF CLAIM OF ADAM KROLL REGARDING CLAIMS AGAINST LORDSTOWN MOTORS CORP. AND ITS DEBTOR AFFILIATES

Adam Kroll (the "Claimant") hereby submits this addendum (the "Addendum") to his proof of claim (together with any and all attachments and documents submitted in connection therewith, the "Proof of Claim") against the Debtors in the above-captioned Chapter 11 cases (collectively, the "Chapter 11 Cases"). In support of this Proof of Claim, the Claimant respectfully states as follows:

BACKGROUND

1. Commencement of the Chapter 11 Cases. On June 27, 2023 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), thereby commencing the Chapter 11 Cases. The Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure. The Debtors continue to operate their

[1] The "Debtors" in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Lordstown Motors Corp. (3239); Lordstown EV Corporation (2250); and Lordstown EV Sales LLC (9101). The Debtors' service address in these chapter 11 cases is 27000 Hills Tech Ct., Farmington Hills, MI 48331.

businesses as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. Bar Date Order. On August 24, 2023, the Bankruptcy Court entered the *Order (A) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim, Including Claims Arising Under Section 503(b)(9) of the Bankruptcy Code, (B) Approving the Form, Manner, and Procedures of Notice Thereof, and (C) Granting Related Relief* [Docket No. 319] (the "Bar Date Order"). Pursuant to the Bar Date Order, the General Bar Date (as defined in the Bar Date Order) is October 10, 2023 at 5:00 p.m. (prevailing Eastern Time).

3. Supporting Documents. The Debtors have, or should have, copies of the relevant documentation supporting the Proof of Claim. If the Debtors or their counsel in these Chapter 11 Cases so request, additional documentation supporting the Proof of Claim may be made available for review and copying, subject to any applicable privileges and/or measures to ensure confidentiality that may be appropriate.

THE CLAIMS

4. The Proof of Claim is filed by the Claimant on account of the following claims against the Debtors, each to the extent applicable (collectively, the "Claims"):

a. **Insurance Policy Proceeds:** Claims for all benefits under the Debtors' Insurance Policies[2] (including for the avoidance of doubt, the D&O Policies[3]), including any supplemental programs thereto, or any other insurance policy to which the Claimant is entitled in his capacity as an employee, officer, and/or current director of the Debtors.

b. **Corporate Indemnification, Reimbursement, Advancement of Fees, etc.:** All claims against the Debtors for any and all rights and entitlement

[2] As defined in the *Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing, but not Directing the Debtors to (I) Maintain Existing Insurance Policies and Pay All Insurance Obligations Arising Thereunder and (II) Renew, Revise, Extend, Supplement, Change, or Enter into New Insurance Policies, (B) Modifying Automatic Stay with Respect to Workers' Compensation Programs, and (C) Granting Other Related Relief* [Docket No. 12] (the "Insurance Motion").

[3] As defined in the Insurance Motion.

that the Claimant has or may have to indemnification, contribution, reimbursement, advancement, or other payments, including damages, costs, and expenses related thereto, from the Debtors that are based upon applicable law, the Debtors' certificates or articles of incorporation, the Debtors' bylaws, any contract (including any employment agreement), any agreement (including any indemnification agreement), any of the Debtors' corporate policies, or otherwise, arising in respect of or by reason of the fact that the Claimant served and continues to serve at the request of, or for the benefit of, the Debtors as an employee, officer, director, agent, and/or trustee of the Debtors and/or any one or more other corporations, partnerships, limited liability companies, joint ventures, trusts, plans, or other enterprises or entities affiliated in anyway with the Debtors. Without limiting the foregoing, the Claimant is specifically asserting a claim for indemnification in connection with all pending and future litigation.

c. **Employment Agreement and Contractual Obligations, Fees, Expense Reimbursement, etc.:** To the extent not paid pursuant to Bankruptcy Court order, claims for all amounts and awards due and owing under any employment or other agreement between Claimant and the Debtors, including but not limited to wages, benefits, severance (including no less than eight months' salary, target bonus, and acceleration of all stock grants not otherwise vested, and all other payments due and owing), and expense reimbursements, to which the Claimant may be entitled, but which was not honored by the Debtors. In addition, claims for any outstanding meeting fees and reimbursement for travel and other business expenses incurred to which the Claimant is entitled in his capacity as an employee, officer, and/or director of the Debtors or any of their affiliates.

d. **Additional Claims:** To the extent not paid pursuant to a Court order, a claim for any and all payments and other related benefits due and owing in a contingent and unliquidated amount to which Claimant may be entitled under applicable law, the Debtors' certificates or articles of incorporation, the Debtors' bylaws, any contract or agreement, any of the Debtors' corporate policies, or otherwise.

5. No Judgment. Upon information and belief, no judgment has been rendered on the Claims.

6. No Setoffs, Recoupment or Counterclaims. No portion of the Claims is subject to any setoffs, recoupment, defenses or counterclaims by any of the Debtors. The Claimant reserves all rights with respect to any assertions to the contrary.

7. Proof of Claim Timely. This Proof of Claim is timely submitted by the Claimant in accordance with the Bar Date Order.

RESERVATION OF RIGHTS AND MISCELLANEOUS

8. This Proof of Claim is filed to preserve any and all claims, rights, and entitlements, including contingent claims, that the Claimant may have against the Debtors. The filing of this Proof of Claim does not constitute a concession or admission by Claimant (a) of liability with respect to any claims, matters, causes of action, or proceeding asserted or brought against the Claimant or the Debtors by any party or (b) as to whether all or a portion of the Claims are prepetition or postpetition. Nothing set forth herein should be construed as an admission that any valid claims or causes of action exist against either the Debtors or the Claimant.

9. The Claimant's assertion of the Claims herein is without prejudice to the Claimant's right to assert the Claims described as administrative expense claims against the Debtors under sections 503 and 507 of the Bankruptcy Code.

10. Preservation of Setoff Rights. Pursuant to Article VIII(F) of the *Joint Chapter 11 Plan of Lordstown Motors Corp. and its Affiliated Debtors* [Docket No. 360] (as amended, the "Plan"), and notwithstanding section 524(a) of the Bankruptcy Code, Claimant hereby expressly preserves his right of setoff, subrogation, or recoupment of any kind against any obligation due from Claimant or against the property of Claimant to any Debtor on account of or in connection with or with respect to any claim, interest, Cause of Action (as defined in the Plan), or liability.

11. Right to Amend. Claimant expressly reserves the right to amend or supplement the Proof of Claim to correct, clarify, explain, expand, supplement, or add to any portion of the Claims asserted herein, or otherwise, to both increase the amount of such Claims and to provide additional information and documentation as is necessary or appropriate to pursue the Claims and such

additional claims as are, or may be, held by the Claimant, including, without limitation, the right to amend the Proof of Claim in the event an objection is made against the Proof of Claim or a claim is asserted against the Claimant. Moreover, Claimant specifically reserves the right to conduct discovery with respect to this matter in accordance with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.

12. No Admission. Nothing contained in the Proof of Claim shall be deemed an admission of fact or law by Claimant. Claimant expressly reserves the right to withdraw its Proof of Claim as if it had never been filed.

13. Additional Proofs of Claim. Claimant expressly reserves the right to file any separate or additional proofs of claim with respect to the Claims, or any portion thereof, set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede the Proof of Claim unless specifically so stating), or to file additional proofs of claim in respect of any other claim against, or liability of, the Debtors, or for any other reason, including, without limitation, claims for indemnification or contribution under applicable law.

14. Additional Reservations. In addition, the filing of the Proof of Claim is not intended, and shall not be deemed or construed as: (a) a waiver or release of any right of Claimant to have all disputes with any or all of the Debtors resolved as may be provided contractually, notwithstanding whether or not such matters are designated as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2); (b) consent by Claimant to a trial in the Bankruptcy Court or in any other court of any proceeding as to any and all matters so triable herein or in any case, controversy, or proceeding related hereto, pursuant to 28 U.S.C. § 157 or otherwise; (c) a waiver or release of the right of Claimant to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by the United States District Court; (d) a waiver or release of

any right which Claimant may have to a jury trial; (e) a waiver of the right to move to withdraw the reference in respect of the subject matter of the Proof of Claim, any objection thereto or other proceeding that may be commenced in the Chapter 11 Cases against or otherwise involving Claimant; or (f) an election of remedies.

15. Claimant does not waive, and hereby expressly reserves, Claimant's rights to pursue claims, including, but not limited to, the Claims described herein, against the Debtors based upon any and all alternative legal theories.

16. Furthermore, the above shall not be construed as an appointment of any person or entity as an authorized agent of Claimant, either expressly or impliedly, for purposes of receiving service of process pursuant to Rule 4 of the Federal Rules of Civil Procedure or other applicable law.

DISCLOSURE

17. To the best of the Claimant's knowledge, information, and belief, no judgment has been rendered on the Claims, no payments have been made on the Claims, and the Claimant has not assigned any portion of the Claims.

18. Notice Regarding Proof of Claim. All notices and correspondence with respect to this Proof of Claim (and, if filed, any objections thereto) must be sent to Claimant's counsel:

Bruce G. Vanyo
Sarah Eichenberger
Jonathan Rotenberg
Cindi M. Giglio
Joshua M. Altman
Katten Muchin Rosenman LLP
50 Rockefeller Plaza
New York, NY 10020-1605
Telephone: (212) 940-8800
Email: bruce@katten.com
sarah.eichenberger@katten.com
jonathan.rotenberg@katten.com

cgiglio@katten.com
josh.altman@katten.com

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