

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

In re:

CTN HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10603 (TMH)

(Jointly Administered)

Related Docket No. 80

**CERTIFICATION OF COUNSEL REGARDING DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT
OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS
ADMINISTRATIVE ADVISOR TO THE DEBTORS, EFFECTIVE AS OF THE
PETITION DATE; AND (II) GRANTING RELATED RELIEF ADMINISTRATIVE
ADVISOR TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

The undersigned hereby certifies as follows:

1. On April 22, 2025, the above-captioned debtors and debtors in possession (the "Debtors") filed *Debtors' Application for Entry of an Order (I) Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor to the Debtors, Effective as of the Petition Date; and (II) Granting Related Relief Administrative Advisor to the Debtors, Effective as of the Petition Date* [Docket No. 80] (the "Application"), with the United States Bankruptcy Court for the District of Delaware. A proposed form of order granting the relief in the Application was attached to the Application (the "Proposed Order").

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification numbers, are CTN Holdings, Inc. (9122), CTN SPV Holdings, LLC (8689), Make Earth Green Again, LLC (4441), Aspiration QFZ, LLC (1532), Aspiration Fund Adviser, LLC (4214), Catona Climate Solutions, LLC (3375) and Zero Carbon Holdings, LLC (1679). The mailing address for the Debtors is 548 Market Street, PMB 72015, San Francisco, CA 94104-5401.



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2. Pursuant to the notice filed with the Application, objections to the Application were to be filed by no later than May 13, 2025 at 4:00 p.m. (prevailing Eastern Time) (the “Objection Deadline”).

3. Prior to the Objection Deadline, the Office of the United States Trustee (the “U.S. Trustee”) raised certain informal comments to the Proposed Order.

4. Attached as **Exhibit A** hereto is a revised Proposed Order (the “Revised Proposed Order”) that addresses the comments by the U.S. Trustee.

5. For the convenience of the Court and all parties in interest, a redline of the Revised Proposed Order marked against the Proposed Order is attached hereto as **Exhibit B**.

6. The U.S. Trustee does not object to the entry of the Revised Proposed Order.

7. The undersigned hereby certifies that, as of the date hereof, he has received no answer, objection or other responsive pleading to the Application other than the comments from the U.S. Trustee. The undersigned further certifies that he has reviewed the Court’s docket in this proceeding and no answer or other responsive pleading to the Application appears thereon.

WHEREFORE, the Debtors respectfully request that the Revised Proposed Order, substantially in the form attached hereto as **Exhibit A**, be entered at the earliest convenience of the Court.

[Remainder of the page intentionally left blank]

Dated: May 14, 2025
Wilmington, Delaware

Respectfully submitted,

/s/ Bradley P. Lehman

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Proposed Counsel to the Debtors and Debtors in Possession

² Whiteford, Taylor & Preston operates as Whiteford, Taylor & Preston LLC in Delaware.

EXHIBIT A

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

In re:

CTN Holdings, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10603 (TMH)

(Jointly Administered)

Related Docket Nos. 80 & ____

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF KURTZMAN
CARSON CONSULTANTS, LLC DBA VERITA GLOBAL, AS ADMINISTRATIVE
ADVISOR TO THE DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), authorizing the Debtors to retain and appoint Kurtzman Carson Consultants, LLC d/b/a Verita Global (“Verita”) as their Administrative Advisor in these chapter 11 cases, effective as of the Petition Date, as more fully described in the Application; and upon the *Declaration of Evan Gershbein in Support of the Debtors’ Application for Entry of an Order (I) Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global, as Administrative Advisor to the Debtors, Effective as of the Petition Date; and (II) Granting Related Relief* (the “Gershbein Declaration”); and this Court having reviewed the Application and the Gershbein Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from*

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² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Application.

the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and this Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Application is hereby GRANTED as set forth herein.
2. The Debtors are authorized under section 327(a) of the Bankruptcy Code to employ and retain Verita as their Administrative Advisor in accordance with the terms set forth in the Application and the Engagement Agreement effective as of the Petition Date. Notwithstanding the terms of the Engagement Agreement, the Application is approved solely as set forth in this Order.
3. Verita is authorized to perform the Administrative Services described in the Application and set forth in the Application and Engagement Agreement, and to take such other action to comply with all duties set forth in the Application and the Engagement Agreement.
4. In addition to the services set forth in the Application and the Engagement Agreement, Verita is authorized to provide other bankruptcy administrative services as the Debtors and the Clerk of the Court may request from time to time upon further notice and motion.

5. Verita shall apply to the Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any orders entered in the chapter 11 cases regarding professional compensation and reimbursement of expenses.

6. Verita shall first apply its retainer to all prepetition invoices, and thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

7. The Debtors are authorized to indemnify Verita under the terms of the Engagement Agreement, subject to the following modifications:

- a. Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement for services, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;
- b. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any claim or expense that is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from Verita's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Verita's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which the Claims and Noticing Agent should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order;
- c. If before the earlier of: (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal); or (ii) the entry of an order closing these chapter 11 cases, Verita believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of

defense costs, Verita must file an application therefor with this Court, and the Debtors may not pay any such amounts to Verita before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Verita. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution, or reimbursement.

8. Any limitation of liability provision in the Engagement Agreement shall be of no force and effect with respect to the services to be provided under this Order.

9. The Debtors and Verita are authorized to take all steps necessary or appropriate to carry out this Order.

10. In the event of any inconsistency between the Engagement Agreement, the Application, and this Order, the terms of this Order shall govern.

11. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

12. Notwithstanding any term in the Engagement Agreement to the contrary, this Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

EXHIBIT B

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

In re:

CTN Holdings, Inc., *et al.*,¹

Debtors.

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Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), authorizing the Debtors to retain and appoint Kurtzman Carson Consultants, LLC d/b/a Verita Global (“Verita”) as their Administrative Advisor in these chapter 11 cases, effective as of the Petition Date, as more fully described in the Application; and upon the *Declaration of Evan Gershbein in Support of the Debtors’ Application for Entry of an Order (I) Authorizing the Retention and Employment of Kurtzman Carson Consultants, LLC dba Verita Global, as Administrative Advisor to the Debtors, Effective as of the Petition Date; and (II) Granting Related Relief* (the “Gershbein Declaration”); and this Court having reviewed the Application and the Gershbein Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing*

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Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and this Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and good and sufficient cause appearing therefor,

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appeal); or (ii) the entry of an order closing these chapter 11 cases, Verita believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Verita must file an application therefor with this Court, and the Debtors may not pay any such amounts to Verita before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Verita. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution, or reimbursement.

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Summary report: Litera Compare for Word 11.3.1.3 Document comparison done on 5/14/2025 11:41:08 AM	
Style name: WTP-Compare	
Intelligent Table Comparison: Active	
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Modified filename: CTN - Filed Proposed Retention Order re Verita as Administrative Advisor - 4910-3495-3279 - 2 UST.docx	
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Delete	5
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
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