

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

FISKER INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11390 (TMH)

(Jointly Administered)

This Stipulation is entered into and effective this 22nd day of May, 2025 between Holly Affleck ("Affleck") and Matthew Dundon, solely in his capacity as the Liquidating Trustee of the Fisker Liquidating Trust (the "Trustee") (collectively, Affleck and the Trustee shall be referred to as the "Parties").

RECITALS

WHEREAS, Affleck purchased a vehicle from the Debtor, Fisker Inc. ("Fisker"), on or about November 5, 2023;

WHEREAS, Affleck determined that the vehicle was not suitable and Fisker, without admission of any unsuitability, provided a loaner vehicle to Affleck with VIN VCF1EBU21PG007702 (the "Loaner Vehicle");

WHEREAS, prior to commencement of the Debtors' chapter 11 cases Fisker agreed to provide Affleck with title to the Loaner Vehicle;

WHEREAS, Affleck is in possession of the Loaner Vehicle;

WHEREAS, Affleck has asserted claims under the "lemon laws" of the State of Texas;
and

WHEREAS, the Parties have agreed and stipulate as follows:

STIPULATION

NOW THEREFORE:

1. **Title to Loaner Vehicle:** The Trustee shall provide Affleck such historical documentation as may be possessed by the Trustee and readily available to hand by the Trustee, and such new documentation as the Trustee can create without violation of any other legal obligation and at no

¹ The Debtors in these chapter 11 cases, along with the last four digits of their respective employer identification numbers or Delaware file numbers, are as follows: Fisker Inc. (0340); Fisker Group Inc. (3342); Fisker TN LLC (6212); Blue Current Holding LLC (6668); Platinum IPR LLC (4839); and Terra Energy Inc. (0739).



or nominal expense, which Affleck finds useful to obtain full title to the Loaner Vehicle, provided, however, that in no event shall any such documentation contain, consist of, or be inferred to contain or consist of any representation, warranty or covenant about the Loaner Vehicle's operating or maintenance history, current condition, future condition and any future remedies for defects now or in the future manifest, fitness for any purposes, or compliance with any law or regulation pertaining to vehicular title, registration or operation (collectively, the "Documentation").

2. **Transfer Costs:** Affleck shall pay any and all applicable transfer costs or fees in conjunction with the title transfer of the Loaner Vehicle.

3. **Mutual Releases:** The Parties shall release each other and any affiliates, assigns, trustees, agents, or successors from any and all liability related to the Debtors' bankruptcy cases or the Loaner Vehicle, including any and all claims under applicable lemon laws. Affleck waives any future claims related to the Debtors and/or the Loaner Vehicle and agrees that any claims that she may have filed in the Debtors' bankruptcy cases, including, but not limited to Claim No. 65 filed by Holly and Kurt Affleck against Fisker Group Inc., shall be deemed satisfied and expunged with no further action required of any Party.

4. **Title Delivery:** The Trustee shall deliver the Documentation within ten (10) business days of the execution of this Stipulation or the Bankruptcy Court's approval of the same, whichever is later.

5. **No Warranty or Representation:** The Loaner Vehicle is transferred on an 'as-is, where-is' basis without warranty or representation by the Trustee.

6. **Acknowledgements:** Each Party acknowledges that they have read and understand this Stipulation and that they have had the opportunity to consult with their attorneys before signing this Stipulation. Each Party agrees that no other consents or approvals are necessary for their entering into this Stipulation, and that there are no other restrictions for their entering into this Stipulation.

7. **Entire Agreement; Modification.** This Stipulation constitutes the entire agreement between the Parties and overrides and replaces all prior negotiations and terms proposed or discussed, whether orally or in writing, about the subject matter of this Stipulation. No modification of this Stipulation shall be valid unless it is in writing identified as an amendment to this Stipulation and signed by each of the Parties.

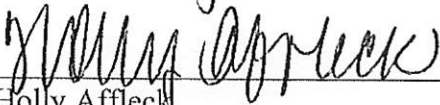
8. **Governing Law; Jurisdiction.** This Stipulation is governed by and shall be construed in accordance with the laws of the State of Delaware without regard to any conflicts of law provisions or choice of law rules. The Parties agree that the United States Bankruptcy Court for the District of Delaware shall have jurisdiction to hear any disputes regarding this Stipulation.

9. **Fees and Costs.** Except as provided in this Stipulation, each Party shall bear its own costs and expenses incurred in connection with this Stipulation.

10. **Counterparts.** This Stipulation may be executed in multiple counterparts (including by facsimile or electronic mail), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

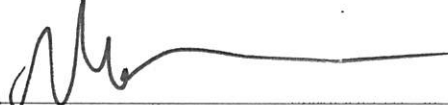
IN WITNESS WHEREOF, the Parties sign this Stipulation as of the date first above referenced with the intent to be bound by its terms and conditions.

Dated: May 22, 2025



Holly Affleck

Dated:



Matthew Dundon, solely in his capacity as the
Liquidating Trustee of the Fisker Liquidating
Trust