

**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 (___)

(Joint Administration Requested)

**DEBTORS' APPLICATION FOR APPOINTMENT OF KURTZMAN
CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS
AND NOTICING AGENT EFFECTIVE AS OF THE PETITION DATE**

The debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”), by and through their undersigned proposed counsel, state as in support of this application (the “Application”):

RELIEF REQUESTED

1. By this Application, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to section 156(c) of title 28 of the United States Code and section 105(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), appointing Kurtzman Carson Consultants, LLC dba Verita Global (“Verita”) as claims and noticing agent (the “Claims and Noticing Agent”) in the Debtors’ chapter 11 cases (the “Chapter 11 Cases”) effective as of the Petition Date (as defined herein). In support of this Application, the Debtors submit the declaration of Evan J. Gershbein, attached hereto as **Exhibit B** (the “Gershbein Declaration”)

JURISDICTION AND VENUE

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 94101-5401.



2. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are section 156(c) of title 28 of the United States Code, section 105(a) of the Bankruptcy Code, Local Rules 2002-1(f) and 9013-1(m), and the Court’s *Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c)*, instituted by the Office of the Clerk of the Bankruptcy Court (the “Clerk”) on February 1, 2012 (the “Claims Agent Protocol”).

BACKGROUND

5. On March 30, 2025 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court. The Debtors have also filed a motion requesting joint administration of these Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b).

6. The Debtors continue to manage their assets as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. No trustee, examiner, or official committee has been appointed in these Chapter 11 Cases.

8. The Debtors are a climate finance company that sells carbon credits to enterprise clients sourced from the Debtors' diverse project developer network. To ensure a reliable supply of the highest quality carbon, the Debtors partner with project developers by providing financial investment, project monitoring, technical assistance and marketing services to carbon credit generators. These partnerships in turn yield high-quality carbon credits made available to the Debtors' customers through a variety of offered products.

9. Additional information regarding the Debtors, their business, the events leading to the commencement of these Chapter 11 Cases, and the facts and circumstances supporting the relief requested herein is set forth in the *Declaration of Miles Staglik in Support of Chapter 11 Petitions and First Day Motions* (the "First Day Declaration"), filed concurrently herewith and incorporated by reference.

BASIS FOR RELIEF

10. The Debtors request entry of the Proposed Order appointing Verita as the Claims and Noticing Agent for the Debtors in connection with their Chapter 11 Cases, including assuming full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Debtors' Chapter 11 Cases. The Debtors' selection of Verita to act as the Claims and Noticing Agent satisfies the Court's Claims Agent Protocol, in that the Debtors obtained and reviewed engagement proposals from at least two other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Verita's rates are competitive and reasonable given Verita's quality of services and expertise. The terms of Verita's retention are set forth in the

Engagement Agreement attached as **Exhibit 1** to the Gershbein Declaration (the “Engagement Agreement”); provided that the Debtors are seeking approval solely of the terms and provisions of the Engagement Agreement as set forth in this Application and the Proposed Order attached hereto.

11. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be at least 1,200 individuals and/or entities to be noticed. Local Rule 2002-1(f) provides that “[i]n all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file [a] motion to [retain a claims and noticing agent] on the first day of the case or within seven (7) days thereafter.” In view of the number of anticipated claimants and the complexity of the Debtors’ business, the Debtors submit that the appointment of a claims and noticing agent is required by Local Rule 2002-1(f) and is otherwise in the best interests of the Debtors’ estates and their creditors.

12. Bankruptcy Rule 2002 generally regulates what notices must be given to creditors and other parties in interest in bankruptcy cases. Fed. R. Bankr. P. 2002(f). Under Bankruptcy Rule 2002(f), the Court may direct that some person other than the Clerk give notice of the various matters described below. Moreover, section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use “facilities” or “services” other than the Clerk for administration of bankruptcy cases. 28 U.S.C. § 156(c). Specifically, the statute states, in relevant part:

Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

13. In addition, Local Rule 2002-1(f) provides:

Upon motion of the debtor or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c). In all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file such motion on the first day of the case or within seven days thereafter. The notice and/or claims clerk shall comply with the Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c) (which can be found on the Court's website) and shall perform the [claims and noticing services].

Del. Bankr. L.R. 2002-1(f). Accordingly, Bankruptcy Rule 2002, Local Rule 2002-1(f), and section 156(c) of title 28 of the United States Code empower the Court to utilize outside agents and facilities for notice and claims purposes, provided that the Debtors' estates bear the cost of such services.

14. For all of the foregoing reasons, the Debtors believe that the appointment of Verita as the Claims and Noticing Agent in these Chapter 11 Cases is necessary and in the best interests of the Debtors, their estates and creditors, and all parties in interest. Furthermore, the Debtors submit that the fees and expenses that would be incurred by Verita under the proposed engagement would be administrative in nature and, therefore, should not be subject to standard fee application procedures of professionals.

VERITA'S QUALIFICATIONS

15. Verita is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Verita's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide.

Verita has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest. Verita's active and former cases include: *In re Washington Mutual, Inc.*, Case No. 08-12229 (MFW) (Bankr. D. Del. Sept. 26, 2008); *In re Prospector Offshore Drilling S.a.r.l.*, Case No. 17-11572 (KBO) (Bankr. D. Del. July 20, 2017); *In re Orexigen Therapeutics, Inc.*, Case No. 18-10518 (JTD) (Bankr. D. Del. Mar. 12, 2018); *In re RM Wind-Down Holdco LLC*, Case No. 18-11795 (MFW) (Bankr. D. Del. Aug. 5, 2018); *In re Welded Construction, L.P.*, Case No. 18-12378 (LSS) (Bankr. D. Del. Oct. 22, 2018); *In re Achaogen, Inc.*, Case No. 19-10844 (BLS) (Bankr. D. Del. Apr. 15, 2019); *In re Emerge Energy Services LP*, Case No. 19-11563 (KBO) (Bankr. D. Del. July 15, 2019); *In re HRI Holding Corp.*, Case No. 19-12415 (Bankr. D. Del. Nov. 14, 2019); *In re Akorn, Inc.*, Case No. 20-11177 (KBO) (Bankr. D. Del. May 20, 2020); *In re Extraction Oil & Gas, Inc.*, Case No. 20-11548 (TMH) (Bankr. D. Del. June 14, 2020); *In re Medley LLC*, Case No. 21-10526 (KBO) (Bankr. D. Del. Mar. 7, 2021); *In re Sequential Brands Grp., Inc.*, Case No. 21-11194 (JTD) (Bankr. D. Del. Aug. 31, 2021); *In re Zosano Pharma Corp.*, Case No. 22-10506 (JKS) (Bankr. D. Del. June 1, 2022); *In re Tricida, Inc.*, Case No. 23-10024 (JTD) (Bankr. D. Del. Jan. 11, 2023); *In re PlastiQ Inc.*, Case No. 23-10671 (BLS) (Bankr. D. Del. May 24, 2023); *In re PGX Holdings, Inc.*, Case No. 23-10718 (CTG) (Bankr. D. Del. June 4, 2023); *In re Nu Ride Inc.*, Case No. 23-10831 (MFW) (Bankr. D. Del. June 27, 2023); *In re NVN Liquidation, Inc.*, Case No. 23-10937 (LSS) (Bankr. D. Del. July 17, 2023); *In re InVivo Therapeutics Corp.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 1, 2024); *In re SC Healthcare Holding, LLC*, Case No. 24-

10443 (TMH) (Bankr. D. Del. Mar. 20, 2024); and *In re F21 OpCo, LLC*, Case No. 25-10469 (MFW) (Bankr. D. Del. Mar. 16, 2025).

16. By appointing Verita as the Claims and Noticing Agent in the Chapter 11 Cases, the distribution of notices and the processing of claims will be expedited, and the Clerk will be relieved of the administrative burden of processing what may be an overwhelming number of claims.

SERVICES TO BE PROVIDED

17. This application pertains only to the work to be performed by Verita under the Clerk's delegation of duties as permitted by 28 U.S.C. § 156(c) and Local Rule 2002-1(f). Any work to be performed by Verita outside of this scope is not covered by this application or by any order of the Court granting approval hereof.²

18. Specifically, Verita will perform the following tasks, as necessary, in its role as Claims and Noticing Agent, as well as all quality control relating thereto:

- (a) Prepare and serve required notices and documents in these chapter 11 cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including (i) notice of the commencement of these chapter 11 cases and the initial meeting of creditors under Bankruptcy Code § 341(a), (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, (vii) notice of hearing on motions filed by the United States Trustee, (viii) any motion to convert, dismiss, appoint a trustee, or appoint an examiner filed by the United States Trustee's Office, and (ix) all other notices, orders, pleadings, publications and other

² The Debtors plan to seek authorization to retain and employ Verita as administrative advisor in these chapter 11 cases by separate application pursuant to section 327(a) of the Bankruptcy Code because the administration of these chapter 11 cases will require Verita to perform duties outside the scope of 28 U.S.C. § 156(c).

documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases;

- (b) Maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, the "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;
- (c) Maintain (i) a list of all potential creditors, equity holders, and other parties-in-interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update and make said lists available upon request by a party-in-interest or the Clerk;
- (d) Furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notify said potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- (e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) Maintain an electronic platform for purposes of filing proofs of claim;
- (g) For all notices, motions, orders, or other pleadings or documents served, prepare and file, or cause to be filed with the Clerk, an affidavit or certificate of service within seven business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
- (h) Process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (i) Maintain the official claims register for each Debtor (collectively, the "Claims Registers") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) the amount asserted; (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.); (vi) the applicable Debtor; and (vii) any disposition of the claim;

- (j) Provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;
- (k) Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (l) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (m) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Verita, not less than weekly;
- (n) Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Registers for the Clerk's review (upon the Clerk's request);
- (o) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- (p) Assist in the dissemination of information to the public and respond to requests for administrative information regarding these Chapter 11 Cases as directed by the Debtors or the Court, including through the use of a case website and/or call center;
- (q) within fourteen (14) days of entry of an Order dismissing a case or within twenty-eight (28) days of entry of a Final Decree, Verita shall (i) forward to the Clerk an electronic version of all imaged claims, (ii) upload the creditor mailing list into CM/ECF and (iii) docket a Final Claims Register. If a case has jointly administered entities, one combined register shall be docketed in the lead case containing claims of all cases;
- (r) within the earlier to occur of (a) fourteen (14) days of entry of an Order converting a case and (b) entry of a termination order, Verita shall (i) forward to the Clerk an electronic version of all imaged claims; (ii) upload the creditor mailing list into CM/ECF and (iii) docket a Final Claims Register. If a case has jointly administered entities, one combined claims register shall be docketed in the lead case containing claims of all cases. A Final Claims Register and creditor mailing matrix shall also be docketed in each jointly administered case containing the claims and creditor mailing matrix parties, respectively, of only that specific case; and

- (s) Upon conversion of a chapter 11 case to a chapter 7 case, if there are more than two hundred (200) creditors, Verita shall (i) continue to serve all notices required to be served, at the direction of the chapter 7 trustee or the Clerk's Office or (ii) submit a termination order.

19. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Verita.

PROFESSIONAL COMPENSATION

20. The Debtors request that the undisputed fees and expenses incurred by Verita in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of the Court. Verita agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

21. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of \$25,000.00. Verita seeks to first apply the retainer to all prepetition invoices, and thereafter, to have the retainer replenished to the original advance amount, and thereafter, to hold the advance under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

22. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Verita and its members, officers, employees, representatives, and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Verita's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or Proposed Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in these Chapter 11 Cases.

DISINTERESTEDNESS

23. Although the Debtors do not propose to employ Verita under section 327 of the Bankruptcy Code pursuant to this Application, Verita has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Gershbein Declaration, Verita has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

24. Moreover, in connection with its retention as Claims and Noticing Agent, Verita represents in the Gershbein Declaration, among other things, that:

- (a) Verita is not a creditor of the Debtors;
- (b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
- (c) By accepting employment in these Chapter 11 Cases, Verita waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;

- (d) In its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Verita will not be an agent of the United States and will not act on behalf of the United States;
- (e) Verita will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases;
- (f) Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Verita will not intentionally misrepresent any fact to any person;
- (h) Verita shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- (i) Verita will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Verita as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk’s office.

25. Verita will supplement its disclosures to the Court if any facts or circumstances are discovered that would require such additional disclosure.

COMPLIANCE WITH CLAIMS AND NOTICING AGENT PROTOCOL

26. This Application complies with the Claims Agent Protocol, in that the Debtors have obtained and reviewed engagement proposals from at least two other Court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Verita’s rates are competitive and reasonable given Verita’s quality of services and expertise.

27. To the extent that there is any inconsistency between this Application, the order granting the relief in the Application, and the Engagement Agreement, the order granting relief in the Application shall govern.

RELIEF EFFECTIVE AS OF THE PETITION DATE IS APPROPRIATE

28. Pursuant to the Debtors' request, Verita has agreed to serve as the Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention effective as of the Petition Date, so that Verita may be compensated for its services prior to approval of this Application. The Debtors believe that no party in interest will be prejudiced by the granting employment effective as of the Petition Date, as provided in this Application, because Verita has provided and continues to provide valuable services to the Debtors' estates in the interim period. The Local Rules empower courts in this district to approve employment effective as of the petition date, and the Debtors submit that such approval is justified here. *See, e.g.*, Del. Bankr. L.R. 2014-1(b) ("If the retention application is granted, the retention shall be effective as of the date the application was filed, unless the Court orders otherwise.").

29. Courts in this jurisdiction have routinely approved employment effective as of the petition date, similar to that requested herein, in matters comparable to this matter. *See, e.g., In re VER Technologies Holdco LLC*, No. 18-10834 (KG) (Bankr. D. Del. April 6, 2018); *In re Rand Logistics, Inc.*, No. 18-10175 (BLS) (Bankr. D. Del. Jan. 31, 2018) (approving *nunc pro tunc* employment of a claims and noticing agent to perform claims and noticing services); *In re ExGen Tex. Power, LLC*, No. 17-12377 (BLS) (Bankr. D. Del. Nov. 8, 2017) (same); *In re TerraVia Holdings, Inc.*, No. 17-11655 (CSS) (Bankr. D. Del. Aug. 3, 2017) (same); *In re Keystone Tube Co., LLC*, No. 17-11330 (CSS) (Bankr. D. Del. June 20, 2017) (same).

WAIVER OF BANKRUPTCY RULE 6004(a) AND 6004(h)

30. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(h) and the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

NOTICE

31. Notice of this Motion will be provided to: (a) the Office of the United States Trustee; (b) counsel to the Debtors' proposed debtor-in-possession financing lender; (c) the Internal Revenue Service; (d) Securities and Exchange Commission; (e) Delaware State Treasury; (f) Delaware Secretary of State; (g) the parties included on the Debtors' consolidated list of their 30 largest unsecured creditors; (h) the United States Attorney for the District of Delaware; (i) the state attorneys general in states where the Debtors are authorized to do business; and (j) all parties entitled to notice pursuant to Bankruptcy Rule 2002. As this Motion is seeking first-day relief, the Debtors will serve copies of this Motion and any order entered in respect of this Motion as required by Local Rule 9013-1(m). The Debtors respectfully submit that no further notice of the Motion is required under the circumstances.

NO PRIOR REQUEST

32. No prior request for the relief sought in this Application has been made to this or any other court.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

[Remainder of page intentionally left blank.]

Dated: March 31, 2025
Wilmington, Delaware

WHITEFORD, TAYLOR & PRESTON LLC³

/s/ William F. Taylor, Jr.

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Proposed Counsel to the Debtors and Debtors in Possession

³ Whiteford, Taylor & Preston LLP operates as Whiteford, Taylor & Preston LLC in Delaware.

EXHIBIT A

Proposed Order

**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 (___)

(Joint Administration Requested)

Related Docket No. ___

**ORDER AUTHORIZING RETENTION AND APPOINTMENT OF
KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA
GLOBAL AS CLAIMS AND NOTICING AGENT**

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 claims and noticing agent (the “Claims and Noticing Agent”) pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, and Local Rule 2002-1(f) to, among other things, (a) distribute required notices to parties in interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors’ chapter 11 cases and (c) provide such other administrative services, all as more fully set forth in the Application; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing 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 this Court having authority to enter a final

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 94101-5401.

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

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 this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.
2. The Debtors are authorized to retain the Claims and Noticing Agent effective as of the Petition Date under the terms of the Engagement Agreement, and the Claims and Noticing Agent is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in these cases, and all related tasks, all as described in the Application (the "Claims and Noticing Services").
3. The Claims and Noticing Agent shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide

public access to every proof of claim unless otherwise ordered by the Court and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. The Claims and Noticing Agent is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

5. The Claims and Noticing Agent is authorized to take such other action to comply with all duties set forth in the Application.

6. The Debtors are authorized to compensate Claims and Noticing Agent in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Claims and Noticing Agent and the rates charged for each, and to reimburse Claims and Noticing Agent for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Claims and Noticing Agent to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. The Claims and Noticing Agent shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors and any party-in-interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices, and that the parties may seek resolution of the matter from the Court if resolution is not achieved.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of the Claims and Noticing Agent under this Order shall be an administrative expense of the Debtors' estates.

10. The Claims and Noticing Agent may apply its retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, the Claims and Noticing Agent may hold its retainer under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

11. The Debtors shall indemnify the Claims and Noticing Agent under the terms of the Engagement Agreement.

12. The Claims and Noticing Agent shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court.

13. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify the Claims and Noticing Agent, or provide contribution or reimbursement to the Claims and Noticing Agent, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Claims and Noticing Agent's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of the Claims and Noticing Agent's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to applicable law, 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.

14. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these cases, the Claims and Noticing Agent believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, the Claims and Noticing Agent must file an application therefore in this Court, and the Debtors may not pay any such amounts to the Claims and Noticing Agent 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 the Court shall have jurisdiction over any request for fees and expenses by the Claims and Noticing Agent for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify the Claims and Noticing Agent. All parties in interest shall retain the right to object to any demand by the Claims and Noticing Agent for indemnification, contribution or reimbursement.

15. In the event the Claims and Noticing Agent is unable to provide the services set out in this Order, the Claims and Noticing Agent will immediately notify the Clerk and Debtors' attorney and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' attorney.

16. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by the Claims and Noticing Agent but is not specifically authorized by this Order.

17. The Debtors and the Claims and Noticing Agent are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

18. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

19. The Claims and Noticing Agent shall not cease providing claims processing services during the case(s) for any reason, including nonpayment, without an order of the Court.

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

EXHIBIT B

Declaration of Evan J. Gershbein

**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 (___)

(Joint Administration Requested)

**DECLARATION OF EVAN J. GERSHBEIN IN SUPPORT
OF DEBTORS' APPLICATION FOR APPOINTMENT
OF KURTZMAN CARSON CONSULTANTS, LLC DBA
VERITA GLOBAL AS CLAIMS AND NOTICING AGENT**

Pursuant to 28 U.S.C. § 1746, I, Evan J. Gershbein, declare under penalty of perjury that the following is true and correct to the best of my knowledge, information, and belief:

1. I am an Executive Vice President of Corporate Restructuring at Kurtzman Carson Consultants, LLC d/b/a Verita Global ("Verita"), with offices located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245. Except as otherwise noted, the matters set forth herein are made of my own personal knowledge and, if called and sworn as a witness, I could and would testify competently thereto.

2. This declaration is made in support of the *Debtors' Application for Appointment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent* (the "Application"),² which has been filed contemporaneously herewith.

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 94101-5401.

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

VERITA'S QUALIFICATIONS

3. Verita is a chapter 11 administrator comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita's professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Verita's professionals have acted as official claims and noticing agent in many large bankruptcy cases in this district and in other districts nationwide. Verita has developed efficient and cost-effective methods to handle the voluminous mailings associated with the noticing and claims processing portions of chapter 11 cases to ensure the efficient, orderly and fair treatment of creditors, equity security holders, and all parties in interest. Verita's active and former cases include: *In re Washington Mutual, Inc.*, Case No. 08-12229 (MFW) (Bankr. D. Del. Sept. 26, 2008); *In re Prospector Offshore Drilling S.a.r.l.*, Case No. 17-11572 (KBO) (Bankr. D. Del. July 20, 2017); *In re Orexigen Therapeutics, Inc.*, Case No. 18-10518 (JTD) (Bankr. D. Del. Mar. 12, 2018); *In re RM Wind-Down Holdco LLC*, Case No. 18-11795 (MFW) (Bankr. D. Del. Aug. 5, 2018); *In re Welded Construction, L.P.*, Case No. 18-12378 (LSS) (Bankr. D. Del. Oct. 22, 2018); *In re Achaogen, Inc.*, Case No. 19-10844 (BLS) (Bankr. D. Del. Apr. 15, 2019); *In re Emerge Energy Services LP*, Case No. 19-11563 (KBO) (Bankr. D. Del. July 15, 2019); *In re HRI Holding Corp.*, Case No. 19-12415 (Bankr. D. Del. Nov. 14, 2019); *In re Akorn, Inc.*, Case No. 20-11177 (KBO) (Bankr. D. Del. May 20, 2020); *In re Extraction Oil & Gas, Inc.*, Case No. 20-11548 (TMH) (Bankr. D. Del. June 14, 2020); *In re Medley LLC*, Case No. 21-10526 (KBO) (Bankr. D. Del. Mar. 7, 2021); *In re Sequential Brands Grp., Inc.*, Case No. 21-11194 (JTD) (Bankr. D. Del. Aug. 31, 2021); *In re Zosano Pharma Corp.*, Case No. 22-10506

(JKS) (Bankr. D. Del. June 1, 2022); *In re Tricida, Inc.*, Case No. 23-10024 (JTD) (Bankr. D. Del. Jan. 11, 2023); *In re PlastiQ Inc.*, Case No. 23-10671 (BLS) (Bankr. D. Del. May 24, 2023); *In re PGX Holdings, Inc.*, Case No. 23-10718 (CTG) (Bankr. D. Del. June 4, 2023); *In re Nu Ride Inc.*, Case No. 23-10831 (MFW) (Bankr. D. Del. June 27, 2023); *In re NVN Liquidation, Inc.*, Case No. 23-10937 (LSS) (Bankr. D. Del. July 17, 2023); *In re InVivo Therapeutics Corp.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 1, 2024); *In re SC Healthcare Holding, LLC*, Case No. 24-10443 (TMH) (Bankr. D. Del. Mar. 20, 2024); and *In re F21 OpCo, LLC*, Case No. 25-10469 (MFW) (Bankr. D. Del. Mar. 16, 2025).

SERVICES TO BE PROVIDED

4. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Verita will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the “Clerk”), the noticing and claims-related services specified in the Application and the Engagement Agreement, and, at the Debtors’ request, any related administrative, technical, and support services as specified in the Application and the Engagement Agreement attached hereto as **Exhibit 1**. In performing such services, Verita will charge the Debtors the rates set forth in the Engagement Agreement.

5. Prior to the Petition Date, the Debtors provided Verita a retainer in the amount of \$25,000. Verita seeks to first apply the 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.

DISINTERESTEDNESS

6. Verita represents that:
- (a) Verita is not a creditor, equity security holder, or insider of the Debtors;
 - (b) Verita will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
 - (c) By accepting employment in these Chapter 11 Cases, Verita waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
 - (d) In its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Verita will not be an agent of the United States and will not act on behalf of the United States;
 - (e) Verita will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases;
 - (f) Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
 - (g) In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Verita will not intentionally misrepresent any fact to any person;
 - (h) Verita shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
 - (i) Verita will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
 - (j) None of the services provided by Verita as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk’s office.

7. Although the Debtors do not propose to employ Verita under section 327 of the Bankruptcy Code pursuant to the Application, Verita has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and, unless otherwise disclosed herein, Verita has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

8. I caused to be submitted for review by our conflicts system the names of potential parties-in-interest (the "Potential Parties in Interest") in these chapter 11 cases. A list of Potential Parties in Interest was provided by the Debtors and is attached hereto as Exhibit 2. The Potential Parties in Interest list was compared to an internal database that includes, among others, Verita's parent entities, affiliates, and subsidiaries. The results of the conflict check were compiled and reviewed by Verita professionals under my supervision. At this time, and as set forth in further detail herein, Verita is not aware of any connection that would present a disqualifying conflict of interest. Should Verita discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to promptly file a supplemental declaration.

9. To the best of my knowledge, none of Verita's employees are related to bankruptcy judges in the District of Delaware, the Office of the United States Trustee for Region 3, any attorney known by Verita to be employed in the Office of the United States Trustee serving the District of Delaware, or are equity security holders of the Debtors.

10. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Verita, nor any of its professionals, has

any materially adverse connection to the Debtors, their creditors or other relevant parties. Verita may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for another chapter 11 debtor.

11. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("GCP") indirectly acquired a controlling equity interest in Verita (the "Acquisition"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("JPMIM"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "Board") of Verita's ultimate parent company, KCC Parent LLC ("Parent"). Parent wholly owns Verita Intermediate LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita Global Services, LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

12. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (a) Verita's parent entities, affiliates, and subsidiaries and (b) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections.

13. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will

promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtor with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

14. Verita has no contract or relationship with XClaim Inc. or with any other party under which Verita provides or will provide exclusive access to claims data and/or under which Verita will be compensated for claims data that is made available by Verita.

15. Verita has and will continue to represent clients in matters unrelated to these Chapter 11 Cases. In addition, Verita and its personnel have and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtors' chapter 11 cases. Verita may also provide professional services to entities or persons that may be creditors or parties in interest in these Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

16. Based on the foregoing, I believe that Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged. Moreover, to the best of my knowledge and belief, neither Verita nor any of its employees hold or represent any interest materially adverse to the Debtors' estates with respect to any matter upon which Verita is to be engaged.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: March 31, 2025

/s/ Evan J. Gershbein
Evan J. Gershbein
Executive Vice President
Kurtzman Carson Consultants, LLC dba Verita
Global
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245

EXHIBIT 1

Engagement Agreement



VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 18 day of March 2025, between Catona, Inc. (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, “Verita”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “Verita Fee Structure”).

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita’s prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.



VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, that if any such increase exceeds 15%, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing,



VERITA AGREEMENT FOR SERVICES

Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita’s performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company’s use during and in connection with the services provided by Verita under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days’ written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days’ written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term “Cause” means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company’s reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to



VERITA AGREEMENT FOR SERVICES

maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with



VERITA AGREEMENT FOR SERVICES

respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:



VERITA AGREEMENT FOR SERVICES

KCC/Verita Global, LLC	Company
222 N. Pacific Coast Highway, 3rd Floor	Address
El Segundo, CA 90245	City, ST Zip
Attn: Drake D. Foster	Attn:
Tel: (310) 823-9000	Tel:
Fax: (310) 823-9133	Fax:
E-Mail: dfoster@veritaglobal.com	

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.

XVII. ATTORNEYS' FEES



VERITA AGREEMENT FOR SERVICES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

Signed by:

Evan Gershbein

41878F97BE7747D...

BY: Evan Gershbein DATE: 18-Mar-2025 | 10:53:20 PM EDT
TITLE: EVP, Corporate Restructuring Services

Catona, Inc.

Signed by:

Miles Staglik

58527D6E10D74C1...

BY: Miles Staglik DATE: 3/18/25
TITLE: CRO

EXHIBIT 2

Potential Parties in Interest

Debtors		Secured Lenders	
Aspiration Fund Adviser, LLC		AGO III, GP LLC, as Collateral Agent	
Aspiration QFZ, LLC		AGO Special Situations II, LP	
Catona Climate Solutions, LLC		AGO Special Situations, LP	
CTN Holdings, Inc. f/k/a Aspiration Partners, LLC		Inherent Aspiration, LLC	
	F/K/A Aspiration Sustainable Impact Services, LLC	Inherent Group, LP	
	F/K/A Aspiration Sustainability Services, LLC	IPV ASP, LLC	
CTN SPV Holdings, LLC		Mark Villanueva	
Make Earth Green Again, LLC		Nano Banc	
Zero Carbon Holdings, LLC		Oak Tree Capital Management	
	F/K/A 413 Digital Assets, LLC	Zion Consulting and Advisory LLC	
Debtor Executives and/or Board Members		Professionals	
Andrew Durke		BDO, CPA Firm	
Dan Shurey		CR3 Partners, LLC, CRO	
Danny Duran		Hilco Corporate Finance	
Greg Shadwick		Jeffrey Varsalone, VRS Restructuring Services	
Michael Shuckerow		Nate Redmond, AlphaEdison	
Nate Redmond		Paul Edwards, Structured Capital Solutions	
Rob Lee		Philip Kaminski, Proskaur	
Statton Hammock		Robert J. Dehney, Sr., Morris Nichols Arsh & Tunnell	
Tate Mill		Verita, Claims Agent	
Tracy Bain		Vinny Indelicato, Proskauer	
		Whiteford Taylor & Preston	
Independent Board Members			
Jeffrey Varsalone		Deleware Bankruptcy Judges	
R. Larence Roth		Chief Judge John T. Dorsey	
		Judge Brendan L. Shannon	
Debtor Affiliated Companies		Judge Craig T. Goldblatt	
Carbon Sequestration I, LLC		Judge J. Kate Stickles	
Carbon Sequestration II, LLC		Judge Karen B. Owens	
Carbon Sequestration III, LLC		Judge Laurie Selber Silverstein	
Catona Climate Foundation		Judge Mary F. Walrath	
Restoration Initiatives I, LLC		Judge Thomas M. Horan	
Restoration Initiatives II, LLC			
		Others former or Affiliated Executives	
Convertible Note Holders		Andrei Cherny	
AGO Special Situations Credit, LP		Ibrahim Ameen AlHusseini	
AGO Special Situations II LP		Joseph Sandberg	
Harmony Holdings, LLC			
Long Live Bruce, LLC			
Lonsdale Group Limited			

Equity Holders	Equity Holders (cont.)
1HMR, LLC	Benjamin Sherman
205 Burr Oak Investment LLC	Bingaman Family Irrevocable Trust
Adam Taub	BPCCInc., LLC
Adel Davidyan	Brandee Busch
Adrem X LLC	Brian Weinstein
AGO II GP, LLC	Brittany Johnson
AGO II, LP	Budoff Billit Living Trust
AGO III, LP	Carmen Gutierrez Smith
AGO Special Situations Credit LP	Casa Teresa
AGO Special Situations II LP	Casey Weinstein 2018 Family Trust
Ahya Kurdi	Cecilia Martinez del Solar
Albert S Liu	Cecilia Saez
Albert Y. Kim Living Trust	Charles A. Tharnstrom
Alejandro Francisco Cano Gutierrez	Charles W McElfresh
Alex Pomeroy	Chicago Carbon Holdings LLC
Alexandra Horigan	Christina Margot Ross
Alexis Maybank	Christopher Calvert
Allan Hammock	Christopher Coleman
Allen & Company, LLC	Clayton Bourne
Alon Nelson	Clear Link Technologies, LLC
Alpha Edison A, L.P.	Clover Private Credit Opportunities Origination (Levered) II LP
Alpha Edison Westwood II A LLC	Commerce Investment Group LLC
Alpha Edison Westwood II LLC	Craig Randall Johnson
Alpha Edison, L.P.	Crawford/Gerber Living Trust dtd 10/7/2009
Alvaro Boulet Alonso	Crestone Capital Partners LLC
Andrei Cherny	DAM Birdie LLC (Daniel Murillo)
Andrew L. Sandler Revocable Trust	Damavandi 2021 Ins Trust
Angelica Lomeli	Damien Varron
Anna Dukor	Danette Eilenberg
AOG Institutional Diversified Fund	Daniel Duran
APOGEE Pacific LLC	Daniel Nir
Ari Martirosyan	Daniel Shurey
Arie Arik Betesh and Yamit Betesh	Daniel Zakowski
Arioan ScoopSA - Aspiration	Danielle Gopen
Arjuna Rajasingham	Danielle Wolf
Arlene Waclawek	Darwin Capital Advisors II LLC
Arthur and Peta Klitofsky	Darwin Capital Advisors LLC
Aspiration Holdings II SPE, LLC	David Flusberg
Aspiration Holdings SPE, LLC	David Goldsmith
Bank of America	David Jacobs
Bansbach Capital Group, LLC	David Keyes
Barry Donner	David Wolpe
Ben Jealous	DBD Family Trust
Benjamin Rafii	DCM Labs
Benjamin S Heldfond Family Trust	DEA 88 Investments, LP

Equity Holders (cont.)	Equity Holders (cont.)
Deep Field Opportunities Fund, L.P.	GSV Capital Corp.
Deepak Kumar	Hamid and Nahid Raffi
Deloitte Services, LP	Hammerman Children Irrevocable Trust
Delph Enterprises, Inc.	Hannah Vanguilder
Derris & Company LLC	Helen Mullish
DMC (PED) Limited	Ian Wentzell
DNS-Aspire, LLC	Ibrahim AlHusseini
Doha Venture Capital LLC	IGSB Internal Venture Fund III, LLC
Don Karr	Ilya Holdings Limited
Double Chase Investments LP	Inherent Aspiration, LLC
Double Chase Management LLC	Inspira Financial, FBO Lev Moltyaner
Double Diamond Investment Holdings, LP	IRA Club FBO Ruben Gallego Roth IRA 2001404
Dylan Blaty	Irfan Kamal
E3 Asset Management, LLC	Jabez Dewey
Edwin (Tate) Mill	Jack Oliver
Ellen Wilson	Jaguar Acquisition Limited
Elliot Brandt	Jaguarundi Partners, LLC
Emerald Asset Management, Inc.	James Katz
Equityzen Growth Technology Fund, LLC - Series 1145	James M. Cannon
Eric Johnson	James R. Gates Separate Porperty Revocable Trust
Eugene Sperling	Jason Gupta
Evelina Pivavarava	Jedi Capital
Eyal Bilgrai	JeeAnn Whitney Petrina
Eyal Gutentag	Jeffrey Denight
FABFOUR SCSp	Jeffrey Harris
Fabian Andres Vargas Rivera	Jeffrey Susskind
Fabio Montauti	Jess Brown
Faisal AlHusseini	Jessica Berrin
Forum Entertainment, LLC	Jessica McMillin
Flourish Ventures Fund LLC	Jim Meeks
FootPrint Coalition Ventures Late Stage Fund, LP - A1	Joe Carney
FP Ventures ASP LP Inc.	John B. Emerson and Kimberly K. Marteau, Trustees of the Emerson-Marteau Trust dated 10/9/2003
Frank A. Cuenca Living Trust Dated May 19, 2005	Johnson Revocable Trust
Frank Berrin	Jon Barnwell
Frank Yeary	Jon Feigelson
FWPE Fund 1, LLC	Jonathan Alter
GAM Investments LLC	Joseph A Jolson 1991 Trust
George abou Joudi	Joseph Besecker
GL Family Trust	Joseph Chen
Glenn Anton Rivers	Joseph Chen Irrevocable Family Trust
Global Media Fund LLC	Joseph Mulkey
Gluck/Gladden Family Trust Dtd December 15, 2023	Juan David Borrero
Goodbank Irrevocable Trust	Junius Holding GmbH
Gordon Crawford	Justin Kuok
Gregory Shadwick	Justin Meltzer Investment

Equity Holders (cont.)	Equity Holders (cont.)
Kaia Gerber	Mission Financial Partners
Katherine Lay	Mohammad Khaja
Kathleen Emmett	Moran Davidyan
Kathleen Schier	MUURAMASA LLC
KC Partners LLC	MX of Kuok Family
Kenneth Choi	Nano Financial Holdings, Inc
Kfir Gavrieli	Nascent Line LLC
Koh Boon Hwee	Nate Redmond
Lauren Rocheleau	Nathan and Emily Kane Miller
Lawrence Berrin	Nathaniel Malka
Leah Grace Hunt-Hendrix Trust	NEV Alternatives LLC
Leslie Morton	Nikki Murphy
Long Live Bruce, LLC	Nikolaos Nomikos
Lorraine D. Berrin	No. 4 LP
Luke Clauson	Oak Tree Capital Management
Majid El Solh	Oberndorf Enterprises/OEL Venture Investments LLC
Mali H. Kinberg Revocable Living Trust	OCM Aspiration Holdings, LLC
Manzanita Ventures LLC	Oren Abraham Lazar
Marc Stad	OS Peteiros Investments, S.L.
Marilyn J Goens Rev Liv Trust U/A DTD 11/16/06	Pacific Sequoia Holdings LLC
Mark Corentin Cot-Magnas	Palmer Murray Living Trust
Mark J. Silverman Living Trust U/A 7/27/95	Paradox Capital
Mark Villanueva	Paul Eisenstein
Martin Alejandro Bedoya Benavides	Paul Soros 2010 Family Trust A
Martin Gedalin	Peter Early
Mary Dent	Petr Averianov
Matthew Giles	Philip Remmele
Matthew Lee	Philippe von Stauffenberg
Matthew Russo	Pilpel Ltd.
Megan Holmes	Plummer Schnabel Family Trust UAD 8/6/07
Mendonca Family Trust	Pohlad Investments, LLC
Metropolitan Levered Partners Fund VII, LP	Polpat LLC
Metropolitan Partners Fund VI (3C1), LP	Praesumo Holdings, LLC
Metropolitan Partners Fund VI, LP	PWM Alternatives LLC
Metropolitan Partners Fund VII, LP	Quail Hill Holdings LLC
MF Partners, LLC	RA Perdue Family Trust
Michael Christenson	Rachel Sheinbein
Michael O'Mary	Rachelle Higgins
Michael Shuckerow	Ravi Sarin
Michael Smith	Raycrown AG
Micharn Pollock	Reisner Millenium Investments LLC (Jeff Reisner)
Michel Bayoud	Remember Bruce, LLC
Milena Davidson	Renren Lianhe Holdings
Miller Family Legacy, LLC	REYL & CIE S.A.
Miranda Brouwer Living Trust	RG Family Investments LLC
Mission and Market Fund I, LLC	Richard Shu

Equity Holders (cont.)	Equity Holders (cont.)
Rick Hess	Stephen Pomeroy
Ricki Seidman	Steve Bush
RJB Partners LLC	Steven Glickman
Rob Cherun	Strategic Business Management Co (Vivek Singhal)
Robert Choi	SuRo Capital Corp.
Robert Downey Jr.	Susskind Family Trust
Robert J Abernethy	SVB Financial Group
Robert Lee	SVV GmbH
Robert M. Pomeroy	Synergy Wealth Management Sa
Roman Micevic	Tara Watumull
Ron and Liraz Harari Living Trust	Taylor Media Corp
Ron Ben Yosef	Taylor Vigil
Ronald Paz	Technology Stock Holding Master Trust / Series Sinay 2021 Trust
Rosensweig Family Revocable Trust	Technology Stock Holding Master Trust/Series Brown 2021 Trust
Roslyn K Berrin	Technology Stock Holding Master Trust/Series Costigan 2021 Trust
RPR Gravitas LTD Kfir	Technology Stock Holding Master Trust/Series Morison 2021 Trust
Russell Acar	Technology Stock Holding Master Trust/Series Ransom 2021
RxR Rocksolid LP	The Dunner Family Trust
Ryan Graves	The Emerson Marteau Trust
Sam Yebri	The Glenn A. Rivers Revocable Trust UA September 28, 2000
Samuel Murray	The Gordon and Dona Crawford Trust UTD 8/23/77
Satya Yenigalla	The Hugely Successful Company, LLC
Selena C. Bryce Trust	The Hussein Group
Shahak Maimon	The Joseph Todd Lonsdale Trust dated March 4, 2015
Shoham Nicolet	The Kit Stone Trust
Silas Holdings III LLC	The Kristin Rivers Revocable Trust UA September 28, 2000
Silversea Chartering SA	The Mark Murrel Revocable Trust Established 1/16/2009
SIPI Ventures PTE LTD	The Mark Murrel Revocable Trust, Established January 16, 2009
SMR Capital Holdings LP	The R L Gopen Trust
Social Impact Finance II LLC	The Thomas and Janet Unterman Living Trust
Social Impact Finance III LLC	Three Cats Consulting LLC
Social Impact Finance IV LLC	Timothy Broas
Social Impact Finance LLC	To Ventures LLC
Spencer Rascoff	Todd Baker
Stephan Klee	Todd Koren
Stephan Lobmeyr	Todd Tappin

Equity Holders (cont.)	Deleware US Trustee and Bankruptcy Staff
Tom Unterman	Attix, Lauren
Tracy Bain	Barksdale, Nickita
TriGen Investments, LP	Bates, Malcolm M.
True North Group LLC	Batts, Cacia
Victoria Velasquez	Bello, Rachel
Vikas Singhal	Brady, Claire
Voras Navigation SA	Bu, Fang
Walid Gardezi	Capp, Laurie
Wayne Klitofsky	Casey, Linda
Weinstein Family Trust	Cavello, Robert
Wesley Jew	Cudia, Joseph
West investments IV, LLC	Dice, Holly
William E. Oberndorf	Dortch, Shakima L.
Yuval Grill	Farrell, Catherine
Zack Exley	Fox, Jr. Timothy J.
Zion Consulting and Advisory LLC	Gadson, Danielle
	Giordano, Diane
Adverse Litigation Parties	Girello, Michael
Cabin Editing Company, LLC	Green, Christine
Clear Link Tehnologies, LLC d/b/a The Penny Hoarder	Hackman, Benjamin
Clover Private Credit Opportunities Organization (Levered) II, LP	Haney, Laura
Compassionate Carbons, LLC	Hrycak, Amanda
Eden Reforestation Projects	Johnson, Lora
Finders.com, LLC	Jones, Nyanquoi
ICR, LLC	Konde, Hawa
Media Force Communications (2007), Ltd.	Leamy, Jane
OurOffice, Inc.	Lipshie, Jonathan
Outfront Media, LLC vs. Aspiration Financial, LLC and Aspiration Partners, Inc.	Lopez, Marquetta
Pearl Media Holdings, LLC	Lugano, Al
Perform [CB], LLC	McCollum, Hannah M.
Slalom, Inc.	McMahon, Joseph
Socure, Inc.	Nyaku, Jonathan
Vector Media Holdings, LL	O'Malley, James R.
WNS North America, Inc.	Richenderfer, Linda
	Schepacarter, Richard
	Serrano, Edith A.
	Sierra-Fox, Rosa
	Subda, Paula
	Thomas, Elizabeth
	Vara, Andrew R.
	Walker, Jill
	Wynn, Dion
	Yeager, Demitra
Other Creditors over \$10k as of 02/28/25	Other Creditors over \$10k as of 02/28/25 (cont.)

8020 Consulting LLC	Management of Native, a Public Benefit Corporation
Anew Climate, formerly Bluesource and Elements Markets	McPherson Strategies LLC
APT 304, LLC	Michael Best & Friedrich LLP
Athletes Unlimited	Microsoft Corporation
Backupify, Inc.	Mitchell Sandler LLC
Baker & Hostetler LLP	Nathan Camuti
Baker McKenzie	Native, a Public Benefit Corporation
Bartko Zankel Bunzel & Miller	Nixon Peabody LLP
Beneficial State Bank	Noble People
Boston Red Sox Baseball Club Limited Partnership	Oil Price Information Service, LLC
Cabin Editing Company LLC	Path2Response LLC
Capitol Outdoor, Inc	Pendo.io, Inc.
Carbon Capital Deployment	Performcb LLC
Chipman Brown Cicero & Cole, LLP	Pineapple Sustainable Partnerships Ltd
Chloris Geospatial Inc.	Pivot Media Ventures LLC
Clarity AI	Planet Labs PBC
CNM LLP	Power Digital Marketing, Inc.
Creative Artists Agency	PricewaterhouseCoopers LLP
Crown Castle Fiber LLC	Prodege, LLC
Davis Wright Tremaine LLP	Q2 Software, Inc. (Formerly ClickSWITCH)
Dechert LLP	Quantiphi, Inc.
Donnelley Financial Solutions	Rokt Corp
Eden Reforestation Projects	S&P Global Inc.
Facebook, Inc.	Sandline Discovery LLC
Fact-HR	Sidley Austin LLP
FactSet Research Systems Inc.	Sky-High Murals - Colossal Media, LLC
Feedzai Inc	Slack Technologies, LLC
Fivetran Inc.	Slalom, LLC
Gibson Dunn & Crutcher LLP	Socure. Inc.
Headlight Labs, Inc	Stephen Klee
ICONOCLAST Content, Inc	Sunshine Sachs
ICR, LLC	SuperMoney LLC
IETA (International Emissions Trading Association)	Taylor Media Corp
Impact Tech, Inc	The Free Ride Inc (Circuit)
Interprivate III Financial Partners Inc.	The Morning Consult, LLC
IQTalent Partners Inc.	The National Society of Leadership and Success, LLC
JacksonLewis	The Young Turks, Inc.
Keesal, Young & Logan	TikTok Inc
Kijani Forestry Limited	Trees for the Future
KL2 Aspire LLC	Trove Research Limited
Kroll Associates, Inc	U.S. Chamber of Commerce
LA Clippers LLC	UBS Asset Management (Americas), Inc
Lamar Texas Limited Partnership	Unit21, Inc
Laurel Strategies, Inc	Uptech
LinkedIn	URP XII XIII LLC
Locus AG	US Qatar Business Council
Other Creditors over \$10k as of 02/28/25 (cont.)	

Wallsworth WFBM LLP		
WNS Global Services UK International Limited		
Woodruff Sawyer		