

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

In re:

CTN HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10603 (TMH)

(Jointly Administered)

Hearing Date: June 2, 2025 at 2:00 p.m. (ET)

Objection Deadline: May 27, 2025 at 4:00 p.m. (ET)

**DEBTORS' APPLICATION FOR ENTRY OF AN
ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
BDO USA, P.C. AS TAX CONSULTANT TO THE DEBTORS**

CTN Holdings, Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”) hereby submit this application (the “Application”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), pursuant to sections 327(a), 328(a), and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), authorizing the Debtors to employ and retain BDO USA, P.C. (“BDO USA”) as their tax consultant in these jointly administered chapter 11 cases (the “Chapter 11 Cases”) in accordance with the terms and conditions set forth in that certain letter, the Terms and Conditions of the Master Services Agreement dated February 27, 2025, by and among the Debtors and BDO USA (the “Tax

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



251060325051200000000003

Consulting Services Terms and Conditions Letter”), a copy of which is attached hereto as **Exhibit B**, together with any Statements of Work (the “SOWs”) by and among the Debtors and BDO USA (the SOWs, Tax Consulting Services Terms and Conditions Letter, collectively, the “Services Agreement”). In support of this Application, the Debtors submit the *Declaration of Kevin Wilkes in Support of the Application of the Debtors to Employ and Retain BDO USA, P.C. as Tax Consultant to the Debtors* (the “Wilkes Declaration”), which is attached hereto as **Exhibit C** and incorporated herein. In further support of the Application, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. 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. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Debtors confirm their consent, pursuant to Bankruptcy Rule 7008 and Local Rule 9013-1(f), 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.

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

3. The bases for the relief requested herein are sections 327(a), 328(a), and 330 of the Bankruptcy Code, Bankruptcy Rule 2014, and Local Rules 2014-1 and 2016-1.

BACKGROUND

4. 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 Chapter 11 Cases are jointly

administered pursuant to the *Order Authorizing Joint Administration of the Debtors' Chapter 11 Cases* [D.I. 34].

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

6. No trustee or examiner has been appointed in these Chapter 11 Cases.

7. On April 10, 2025, the Office of the United States Trustee appointed the Official Committee of Unsecured Creditors [D.I. 59].

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* [D.I. 22].

RELIEF REQUESTED

10. By this Application, the Debtors seek entry of an order, authorizing the Debtors to (i) employ and retain BDO USA as tax consultant in the Debtors' Chapter 11 Cases, effective as of March 30, 2025 and in accordance with the Services Agreement, (ii) approving the terms of BDO USA's employment and retention, including the fee and expense structure set forth

herein; (iii) granting the relief requested in the Proposed Order; and (iv) granting all other and further relief as is just and proper.

RETENTION OF BDO USA

11. The Debtors have selected BDO USA as their tax consultant due to: (i) the firm's extensive experience in and knowledge of the Debtors' operations that BDO USA has obtained by providing tax consultant services since February 2025; and (ii) BDO USA's outstanding reputation as a provider of tax consulting services generally.

12. BDO USA is a leading full-service accounting, tax, and business advisory firm with offices, partners, and professional staff located throughout the United States. BDO USA is a United States firm of a global network of separate, independent member firms that operate in countries and offices throughout the world. BDO USA has considerable experience providing accounting, tax, auditing, and financial advisory services to businesses in chapter 11 and has been employed in numerous cases under the Bankruptcy Code, such as *In re Prospect Medical Holdings, Inc.*, Case No. 25-80002 (SGJ) (Bankr. N.D. Texas April 30, 2025) (authorizing the retention of BDO USA), *In re CCA Construction, Inc.*, Case No. 24-22548 (CMG) (Bankr. D.N.J. February 7, 2025) (same), *In re HiQ, Inc.*, Case No. 23-11361 (JTD) (Bankr. D. Del., December 9, 2024) (same); *In re Acorda Therapeutics, Inc.*, Case No. 24-22284 (DSJ) (Bankr. S.D.N.Y. May 29, 2024) (same), *In re Purdue Pharma, L.P.*, Case No. 19-23649 (SHL) (Bankr. S.D.N.Y. April 24, 2024) (same), *In re Inmet Mining, LLC*, Case No. 23-70113 (GRS) (Bankr. E.D. Ky. June 6, 2023) (same); and *In re 1 GC Collections*, Case No. 18-19121 (RAM) (Bankr. S.D. Fla. Feb. 25, 2022) (same).

13. The Debtors are familiar with the professional standing and reputation of BDO USA and have selected BDO USA as tax consultant to the Debtors because BDO USA can provide

the Debtors with the necessary services on a timely basis. The Debtors believe BDO USA is well-qualified and able to represent the Debtors in the Chapter 11 Cases in an efficient and timely manner. Thus, the Debtors submit that the employment and retention of BDO USA as tax consultant is in the best interests of the Debtors and their estates.

SCOPE OF SERVICES

14. Subject to further order of the Court, and consistent with the Services Agreement, the Debtors request the employment and retention of BDO USA to perform certain tax consulting services for the Debtors, as follows:

a. Owner Shift Analysis

- i. Review Debtors' equity activity to identify 5% shareholders, first tier, and higher-tier entities within the period from 2015-2018 (the "382 Analysis Period");
- ii. Compute and provide a report of section 382 owner shifts within the 382 Analysis Period in order to identify section 382 ownership changes pursuant to IRS section 382(g), if any, within the 382 Analysis Period;
- iii. Provide a summary document that sets forth the conclusion of BDO USA's analysis (including the underlying facts, assumptions, and sources of information), including a technical discussion of relevant section 382 provisions, and noting any elections or compliance matters that need to be assessed in conjunction with BDO USA's conclusions (collectively, the "Section 382 Services").

b. Cancellation of Indebtedness Income ("CODI") - BDO USA will review and analyze the expected U.S. federal income tax consequences resulting from the cancellation of certain debt instruments pursuant to a confirmed bankruptcy plan (the "Plan") in order to determine the amount of CODI or gain/loss that is expected to be recognized from the Plan (collectively, the "CODI Services").

c. 2024 Tax Return Preparation – BDO USA will prepare the Debtors' 2024 U.S. Corporate federal income tax return and prepare estimated federal and estimated tax vouchers for 2024 (together, the "2024 Tax Preparation Services").

d. 2025 Tax Return Preparation – BDO USA will prepare the Debtors' 2025 U.S. Corporate federal income tax return and prepare estimated federal and estimated tax vouchers for 2025 (together, the "2025 Tax Preparation Services").

- e. Scenario Modeling – BDO USA will prepare a high level summary of certain bankruptcy options including possible tax consequences resulting from (1) a section 363 sale, and an in-court tax deferred restructure with the application of section 382(l)(5) or with the application of section 382(l)(6); a reorganization under Section 368(a)(1)(G); prepare a detailed section 382 limitation and NUBIG/NUBIL calculations; prepare tax balance sheets for the Debtors to determine impact of Bankruptcy Code Section 363 sale, and prepare interest reduction calculations to determine impact of section 382(l)(5) on the Debtors’ historic tax attributes (collectively, the “Scenario Modeling Services” together with the Section 382 Services, CODI Services, 2024 Tax Preparation Services, and 2025 Tax Preparation Services, the “Services”).

15. The Services are necessary to enable the Debtors to maximize value for all of the Debtors’ creditors. The Debtors believe that the Services would not duplicate the services that other professionals will be providing to the Debtors in connection with these Chapter 11 Cases. Specifically, BDO USA would carry out unique functions and use reasonable efforts to coordinate with the Debtors’ other retained professionals to avoid the unnecessary duplication of services.

PROFESSIONAL COMPENSATION

16. BDO USA’s standard hourly rates for each level of professional are set forth in the following schedule:

<u>Resource</u>	<u>Standard Rate</u>
Principals/ Managing Director	\$725-\$1,150
Director	\$650-\$850
Manager	\$550-\$750
Seniors	\$375-\$625
Associates	\$175-\$375

17. In addition to the rates described above, the Debtors and BDO USA have agreed that the Debtors shall reimburse BDO USA for actual expenses BDO USA incurs in connection with BDO USA’s performance of the Services.

18. The Debtors believe that the compensation structure described above and set forth in the Services Agreement is consistent with the compensation generally charged by tax consultants similar to BDO USA for comparable engagements, both in and out of bankruptcy. Furthermore, the Debtors believe that the compensation structure is consistent with BDO USA’s normal and customary billing practices for cases of comparable size and complexity requiring the level and scope of services to be provided in these Chapter 11 Cases.

PAYMENTS RECEIVED PRIOR TO THE PETITION DATE

19. As set forth above, BDO USA has provided tax consultant services since February 2025. The payments BDO USA received from the Debtors within ninety (90) days of the Petition Date are as follows:

<u>Date Payment Received</u>	<u>Payment Amount</u>
March 27, 2025	\$58,225

As of the Petition Date, \$10,000.00 remains due and owing to BDO USA. BDO USA understands and agrees that if the Court grants the relief requested in this Application, BDO USA shall waive this prepetition claim.

INDEMNIFICATION PROVISIONS

20. As a material part of the consideration for which BDO USA has agreed to provide the Services described herein, the Debtors have agreed to the indemnification provisions in paragraph 3 of the terms and conditions annexed to each of the Tax Consulting Terms and Conditions Letter and Original Tax Consulting Services Terms and Conditions Letter (collectively, the “**Indemnification Provisions**”). The Indemnification Provisions provide that the Debtors will defend, release, indemnify, and hold BDO USA harmless for any and all claims, liabilities, losses, damages, demands, or suits of any kind related to the Services or resulting from any acts or

omissions of BDO USA employees leased to the Debtors in performing the Services. The Debtors and BDO USA believe that the Indemnification Provisions, as modified by the Proposed Order, are customary and reasonable for tax consultant engagements, both in-court and out-of-court and, as modified in the Proposed Order, reflect the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions.

21. The Indemnification Provisions contained in the Services Agreement were negotiated by the Debtors and BDO USA at arm's length and in good faith. The Debtors respectfully submit that the indemnification, contribution, reimbursement, and other provisions contained in the Indemnification Provisions, viewed in conjunction with the other terms of BDO USA's proposed retention, and as modified in the Proposed Order, are reasonable and in the best interests of the Debtors and their creditors given that the Debtors require BDO USA's services to successfully prosecute these Chapter 11 Cases.

22. Accordingly, as part of this Application, the Debtors request that the Court approves the Services Agreement.

BDO USA'S DISINTERESTEDNESS

23. To best of the Debtors' knowledge, information, and belief, other than as set forth below and included in the Wilkes Declaration; (a) BDO USA has no connection with the Debtors, their creditors, other parties-in-interest, the attorneys, or accountants of any of the foregoing, or the U.S. Trustee or any person employed by the U.S. Trustee; (b) does not hold any interest adverse to the Debtors; and (c) believes it is a "disinterested person" as defined by section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code.

24. Accordingly, the Debtors believe that BDO USA is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code.

25. BDO USA represented, and may currently represent, entities with connections to certain entities that have submitted to the Debtors or their advisors, indications of interest or bids, or otherwise participated in the Debtors' prepetition marketing and sale processes. Due to the confidentiality related to this process, the applicable entities are not identified in Schedule 2. BDO USA does not represent any of these entities in any matters related to the Debtors, their affiliates, these Chapter 11 Cases, or sale of any of the Debtors' assets. Upon request of the Court or the U.S. Trustee, BDO USA will provide to such parties the names of such entities and disclose the nature of BDO USA connection on a confidential basis, in the same manner and form as the identifications and disclosures contained in Schedule 2.

BASIS FOR RELIEF

I. **The Debtors Should Be Permitted to Retain and Employ BDO USA on the Terms in the Services Agreement Pursuant to Sections 327(a), 328(a), and 330 of the Bankruptcy Code.**

26. Section 327(a) of the Bankruptcy Code authorizes a debtor in possession to employ professionals that "do not hold or represent an interest adverse to the estate, and that are disinterested persons." 11 U.S.C. § 327(a). Such employment may be based on "any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on fixed percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a). As discussed above, BDO USA satisfies the disinterestedness standard of section 327(a). The Debtors also submit that the retention of BDO USA under the terms described herein is appropriate under section 330 of the Bankruptcy Code.

27. With respect to the Services, BDO USA intends to apply for allowance of compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the Court's approval and

compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, guidelines established by the U.S. Trustee, and any other applicable procedures and orders of the Court. BDO USA's hourly rates and corresponding rate structure for these Chapter 11 Cases are the same as BDO USA charges generally for accounting services, whether in court or otherwise.

II. Employment and Retention Should be Effective as of March 30, 2025

28. The Debtors, therefore, submit that the terms and conditions of BDO USA's retention as described herein, including the proposed compensation terms, are reasonable and in keeping with the terms and conditions typical for engagements of this size and character. Given the complexity of the work that must be completed, it is reasonable for the Debtors to seek to employ and retain BDO USA to serve on the terms and conditions set forth herein.

NOTICE

29. Notice of this Application will be provided to: (a) the Office of the United States Trustee; (b) counsel to the Debtors' 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. The Debtors respectfully submit that no further notice of the Application is required under the circumstances.

NO PRIOR REQUEST

30. 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.

Dated: May 12, 2025
Wilmington, Delaware

WHITEFORD, TAYLOR & PRESTON LLC²

/s/ Bradley P. Lehman

William F. Taylor, Jr. (DE No. 2936)

Bradley P. Lehman (DE No. 5921)

600 North King Street, Suite 300

Wilmington, DE 19801

Telephone: (302) 353-4144

Email: wtaylor@whitefordlaw.com

blehman@whitefordlaw.com

WHITEFORD, TAYLOR & PRESTON LLP

David W. Gaffey (admitted *pro hac vice*)

Brandy M. Rapp (admitted *pro hac vice*)

J. Daniel Vorsteg (admitted *pro hac vice*)

Joshua D. Stiff (admitted *pro hac vice*)

Alexandra G. DeSimone (admitted *pro hac vice*)

3190 Fairview Park Drive, Suite 800

Falls Church, VA 22042-4510

Telephone: (703) 280-9260

Email: dgaffey@whitefordlaw.com

brapp@whitefordlaw.com

jdvorsteg@whitefordlaw.com

jstiff@whitefordlaw.com

adesimone@whitefordlaw.com

Proposed Counsel to the Debtors and Debtors in Possession

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

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

In re:

CTN HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10603 (TMH)

(Jointly Administered)

Hearing Date: June 2, 2025 at 2:00 p.m. (ET)

Objection Deadline: May 27, 2025 at 4:00 p.m. (ET)

**NOTICE OF DEBTORS' APPLICATION FOR ENTRY OF AN
ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
BDO USA, P.C. AS TAX CONSULTANT TO THE DEBTORS**

PLEASE TAKE NOTICE that, on May 12, 2025, the debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned cases filed the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of BDO USA, P.C. as Tax Consultant to the Debtors* (“Application”) with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 (the “Court”).

PLEASE TAKE FURTHER NOTICE, any objections or responses to the relief requested in the Application, if any, must be made in writing and filed with the Court on or before **May 27, 2025 at 4:00 p.m. (Eastern Time)** and shall be served upon proposed counsel to the Debtors, (i) Whiteford, Taylor & Preston LLC, 600 N. King Street, Suite 300, Wilmington, DE 19801, Attn: William F. Taylor, Jr. (wtaylor@whitefordlaw.com), Bradley P. Lehman (blehman@whitefordlaw.com); and (ii) Whiteford, Taylor & Preston LLP, 3190 Fairview Park

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

Drive, Suite 800, Falls Church, VA 22042-4510, Attn: David W. Gaffey (dgaffey@whitefordlaw.com), Brandy M. Rapp (brapp@whitefordlaw.com) (the “Notice Parties”).

PLEASE TAKE FURTHER NOTICE that a hearing on the Application will be held before The Honorable Thomas M. Horan, United States Bankruptcy Chief Judge for the District of Delaware, 824 North Market Street, 3rd Floor, Courtroom No. 7, Wilmington, Delaware 19801, on **June 2, 2025 at 2:00 p.m. (Eastern Time)**.

PLEASE TAKE FURTHER NOTICE THAT, IF NO OBJECTIONS TO THE APPLICATION ARE TIMELY FILED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE FINAL RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: May 12, 2025
Wilmington, Delaware

WHITEFORD, TAYLOR & PRESTON LLC²

/s/ Bradley P. Lehman

William F. Taylor, Jr. (DE No. 2936)

Bradley P. Lehman (DE No. 5921)

600 North King Street, Suite 300

Wilmington, DE 19801

Telephone: (302) 353-4144

Email: wtaylor@whitefordlaw.com

blehman@whitefordlaw.com

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

-and-

WHITEFORD, TAYLOR & PRESTON LLP

David W. Gaffey (admitted *pro hac vice*)

Brandy M. Rapp (admitted *pro hac vice*)

J. Daniel Vorsteg (admitted *pro hac vice*)

Joshua D. Stiff (admitted *pro hac vice*)

Alexandra G. DeSimone (admitted *pro hac vice*)

3190 Fairview Park Drive, Suite 800

Falls Church, VA 22042-4510

Telephone: (703) 280-9260

Email: dgaffey@whitefordlaw.com

brapp@whitefordlaw.com

jdvorsteg@whitefordlaw.com

jstiff@whitefordlaw.com

adesimone@whitefordlaw.com

Proposed Counsel to the Debtors and Debtors in Possession

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 (TMH)
(Jointly Administered)

Related Docket No. ____

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT
OF BDO USA, P.C. AS TAX CONSULTANT TO THE DEBTORS**

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 employ BDO USA, P.C. (“BDO USA”) as their tax consultant, in these chapter 11 cases, effective as of March 30, 2025, as more fully described in the Application; and for related relief; and upon the Wilkes Declaration; and this Court having reviewed the Application and the Wilkes Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this

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

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

district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and this Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Application is hereby GRANTED as set forth herein.
2. The Debtors are hereby authorized to retain BDO USA as tax consultant to the Debtors, effective as of March 30, 2025, on the terms set forth in the Services Agreement, as modified by this Order; *provided that*, notwithstanding anything in the Services Agreement to the contrary, BDO USA shall only seek reimbursement of reasonable expenses that BDO USA actually incurs.
3. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry, notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062, or 9014.
4. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these chapter 11 cases to cases under chapter 7.
5. To the extent that this Order is inconsistent with the Services Agreement, the terms of this Order shall govern.
6. Debtors shall be bound by the indemnification and other provisions of the Services Agreement and will indemnify BDO USA pursuant to the Services Agreement subject, during the pendency of these Chapter 11 Cases, to the following:

- a. No individual entity (“Indemnified Agent”) in the BDO Group (as that term is the Services Agreement) shall be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services, unless such services and the indemnification, contribution, or reimbursement are approved by the Court.
- b. The Debtors shall have no obligation to indemnify any Indemnified Agent, or provide contribution or reimbursement to any Indemnified Agent, for any claim or expense to the extent it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from any Indemnified Agent’s gross negligence, willful misconduct or bad faith; (ii) for a contractual dispute in which the Debtors allege breach of BDO USA’s contractual obligations, unless this Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to applicable law; or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c) hereof to be a claim or expense for which the Indemnified Agent should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement, as modified by this Order.
- c. If before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the Chapter 11 Cases, an

Indemnified 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 Services Agreement (as modified by this Order), including without limitation, the advancement of defense costs, the Indemnified Agent must file an application therefore in this Court, and the Debtors may not pay any such amounts to the Indemnified Agent before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by any Indemnified Agent for indemnification, contribution, and/or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, the Indemnified Agents. All parties in interest shall retain the right to object to any demand by any Indemnified Agent for indemnification, contribution, and/or reimbursement.

7. The limitation of liability set forth in paragraph 3 of the Tax Consulting Terms and Conditions Letter and Original Tax Consulting Services Terms and Conditions Letter (collectively, the "Indemnification Provisions") shall not be applicable with respect to any claim the Debtors have against BDO USA with respect to Services performed and provided pursuant to this Order for the Debtors from the Petition Date through the effective date of the Debtors' chapter 11 plan.

8. Prior to any increases in BDO USA's rates, BDO USA shall provide notice of such increase to the Debtors and the U.S. Trustee. A supplemental affidavit shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and

state whether the Debtors have consented to the rate increase. The U.S. Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code, and all rates and rate increases are subject to review by the Court.

9. To the extent informed by the Debtors, BDO USA shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

11. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of the terms of this Order.

EXHIBIT B

Tax Consulting Services Agreement



Tel: 714-957-3200
Fax: 714-957-1080
www.bdo.com

600 Anton Boulevard, Suite 500
Costa Mesa, CA 92626

February 27, 2025

Edwin Mill, CEO
CTN Holdings, Inc.
4551 Glencoe Avenue, Suite 300
Marina Del Ray, CA 90292

Re: Agreement for Professional Services

Dear Mr. Mill:

Thank you for selecting BDO USA. We appreciate the opportunity to provide exceptional professional services to CTN Holdings, Inc. (“Client” or “you”). Your services will be provided by BDO USA and any of our affiliates or wholly owned subsidiaries (collectively “BDO” or “we”) who execute a Statement of Work (“SOW”) agreeing to be bound to the Terms and Conditions (as defined below).

The attached Terms and Conditions of the Master Services Agreement (“Terms and Conditions”) sets forth the standard terms and conditions that will govern our provision of professional services to you. For each new engagement or additional service that BDO performs for you, BDO and Client shall agree upon a description of such services and engagement-specific terms in an SOW. This letter, along with the Terms and Conditions shall constitute the agreement for professional services (“Agreement”) between BDO and Client. This Agreement shall be effective for a period of three (3) years beginning on the date of this letter (the “Effective Date”). Work not set forth in a specific SOW form will (i) be governed by this Agreement, (ii) be billed at our standard rates, or rates otherwise agreed to, and (iii) include charges for related expenses.

Please acknowledge your acceptance of the foregoing by signing and returning a copy of this Agreement to us.

If you have any questions, please contact Eric Skoro. We look forward to working with you.

Very truly yours,

BDO USA

By: 
Name: Eric Skoro
Title: Managing Director

The Data Privacy Policy for BDO USA and its subsidiaries is located at <https://www.bdo.com/legal-privacy/client-data-privacy-policy>. If you have questions about this Privacy Policy, please contact us at privacy@bdo.com.

BDO
Terms & Conditions of the Master Services Agreement

1. General. This Agreement will apply to all tax, advisory and third party attestation services BDO performs at Client's request and pursuant to the Client's directions (the "Services") even if such Services are not expressly covered by a SOW. To the extent there is any conflict or inconsistency between the Agreement and any SOW and, unless the parties specifically state in writing that they intend to modify a term of this Agreement, the terms of this Agreement shall prevail.

2. Termination. Each party shall have the right to terminate this Agreement and/or any SOW, as applicable, at any time by giving written notice to the other party not less than 30 business days before the proposed effective date of termination. If this Agreement terminates or is terminated while one or more SOWs (or Services not covered by a SOW) remain outstanding, the terms of this Agreement shall continue to apply to the SOW and any other outstanding Services, and this Agreement shall be deemed finally terminated only upon termination of all outstanding SOWs, or completion of the Services thereunder. Termination of one or more SOWs will not automatically terminate this Agreement. In addition, BDO may terminate this Agreement and/or any SOW and outstanding Services immediately if BDO reasonably determines that it must do so to comply with applicable professional standards, applicable laws or regulations (e.g., a conflict of interest arises). Those provisions in this Agreement and any SOW hereunder that, by their very nature, are intended to survive termination shall survive after the termination of this Agreement or any SOW, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitations on liability, confidentiality, dispute resolution, payment and reimbursement obligations, limitations on use or reliance, and non-solicitation.

If this Agreement and/or any SOW is terminated (or any other Services not covered by a SOW are terminated), Client agrees to compensate BDO for the Services performed and expenses incurred through the effective

date of termination. To the extent Client terminates any SOW that includes any licensing arrangements under which Client receives from BDO a license to use, or obtain access to, External Computing Options (as defined below), Client agrees that it will be responsible for all fees and expenses associated with such licenses for External Computing Options through and including the date that is thirty days after date the Client provides such termination notice to BDO.

3. Indemnification and Limitation of Liability. As the Services are intended for Client and not third parties, Client agrees to release, indemnify and hold harmless BDO and its shareholders, partners, principals, employees, affiliates, contractors and agents (collectively "BDO Group") from and against all claims, liabilities, damages or expenses (including attorneys' fees) of any kind relating to the Services or this Agreement, whether arising in contract, statute, tort (including without limitation, negligence) or otherwise (collectively, the "Claims") that are brought by a third party. Client further agrees to release, indemnify and hold harmless BDO Group from all Claims relating to the Services or this Agreement attributable to any misrepresentations made by Client. Except to the extent finally determined to have resulted from BDO Group's fraud or intentional misconduct, BDO Group's aggregate liability to Client for all direct or third-party Claims shall not exceed the amount of fees paid by Client to BDO during the 12 months preceding the date of the Claim pursuant to the applicable SOW or such other work performed outside a SOW, under which the Claim arose. In no event shall BDO Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages, loss of profits or losses resulting from loss of data, business or goodwill relating to the Agreement, regardless of whether BDO has been advised of the possibility of such damages. Client shall bring any Claims related to the Services or otherwise related to this Agreement no later than one year after (i) the completion of the Services set forth in SOW under which the Claims arose or (ii) if the applicable SOW or this Agreement was

terminated prior to completion of the Services, the date the applicable SOW or this Agreement was terminated. In no event shall the preceding sentence extend any otherwise legally applicable period of limitations on such Claims.

4. Third-Parties and Use. All Services and deliverables hereunder shall be solely for Client's use and benefit pursuant to our client relationship. This engagement does not create privity between BDO and any person or party other than Client and is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the Services or deliverables of BDO hereunder.

5. BDO Responsibilities. BDO's Services will not constitute an audit, review, compilation, examination or other form of attest engagement. BDO shall have no responsibility to address any legal matters or questions of law. After completion of the Services, BDO will have no responsibility to update its advice, recommendations or work product for changes or modifications to the law and regulations or for subsequent events or transactions, unless Client separately engages BDO in writing to do so.

6. Client Responsibilities. For BDO to remain independent, professional standards require BDO to maintain certain respective roles and relationships with Client regarding the Services. Client understands and agrees that BDO will not perform management functions or make management decisions on behalf of Client. However, BDO will provide advice and recommendations to assist management of Client in performing its functions and fulfilling its responsibilities. In connection with BDO's provision of Services, Client agrees that Client shall perform the following functions: (a) make all management decisions and perform all management functions with respect to the Services performed by BDO; (b) assign an individual who possesses suitable skill, knowledge and experience to oversee such Services and to evaluate the adequacy and results of such Services; and (c) accept responsibility for the results of such Services.

Because professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Client in the performance of our Services, any discussions that you have with personnel of BDO regarding employment could pose a threat to our independence. Therefore, BDO requests that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

7. Client Materials. BDO shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by or on behalf of Client, its personnel, representatives, and agents (the "Client Materials") are complete and accurate. Client is responsible for ensuring that all Client Materials provided to BDO may be transferred to BDO and processed in accordance with the terms of this Agreement and applicable laws, and that to the extent required thereunder Client has obtained all consents required for BDO's receipt and use of the Client Materials. Client agrees that it will not transmit or make accessible to BDO in any manner personally identifiable information unless reasonably required for BDO's performance of the Services. BDO will not audit or otherwise verify the accuracy or completeness of the data you submit, although we may need to ask you for clarification of some of the information. Client shall be responsible for maintenance and retention of its records. Unless otherwise agreed to by the parties, BDO shall not assume any responsibility for any financial reporting with respect to the Services.

8. Ownership of Working Papers. In connection with the performance of the Services, we will prepare records and deliverables as set forth in the SOW. We also will prepare documents that support our work and include items such as work programs and analyses that do not constitute part of Client's records ("Working Papers"). The Working Papers prepared pursuant to this Agreement are the property of BDO. The Working Papers constitute confidential, proprietary, and trade secret information, and will be retained

by BDO in accordance with our policies and procedures and all applicable laws.

9. Consent for Disclosure. If BDO is engaged in the preparation of tax returns, Internal Revenue Code Sections 6713 and 7216 require BDO to obtain your consent before using or disclosing information that you furnish to us in connection with the preparation of your return(s).

You hereby consent to BDO's use of Client's information for the purpose of providing you with materials and information, including newsletters or other business-related items of interest, news about BDO, and invitations to BDO-sponsored events.

You also consent to BDO's disclosure of Client's information to entities owned in whole or in part by BDO ("Affiliates"), members of the BDO Alliance USA (a nationwide association of independently-owned local and regional accounting, consulting and service firms, ("Alliance Firms"), independent member firms of the international BDO network ("Member Firms"), and independent contractors, including but not limited to parties who render auxiliary services ("Contractors" and, together with Affiliates, Alliance Firms and Member Firms, collectively, "Third-Party Service Providers") for the purpose of assisting BDO in preparing Client's tax returns and/or rendering other services requested by Client. You consent to disclosure of Client's information to Third-Party Service Providers outside the United States and consent to the participation of Third-Party Service Providers in making substantive determinations affecting the tax liability reported by Client. This consent applies to all information required to be included in tax returns prepared pursuant to this Agreement and all tax return information relevant to the services provided pursuant to this Agreement unless you request a more limited disclosure in writing sent to taxdisclosure@bdo.com. Unless limited or revoked in writing, the duration of this consent is the same as the term of this Agreement. BDO will not condition its services on your consent except where BDO seeks to disclose Client's tax return information to a

Third-Party Service Provider for purposes of performing services related to preparation of Client's tax return.

10. Fees and Expenses. The fees and expenses under this Agreement shall be set forth in the applicable SOW. If no SOW is in place, fees will be at our standard rates, or rates otherwise agreed to, and related expenses will be charged to Client. BDO may charge additional fees if Client requests that BDO perform services in addition to the Services described in any SOW. The amount of our fees is based upon the expectation that certain information and assistance will be received by BDO in a timely manner from Client as set forth in this Agreement. If BDO believes an additional fee is required as the result of the failure of Client to meet any of these requests for information or for any other reason, BDO will inform you in a timely manner.

Unless otherwise agreed to in a SOW, our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due upon receipt. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of 1.0% per month or the maximum amount permitted by law. If an account has fees that are not paid in a timely manner, we then reserve the right to suspend our Services, terminate the licensing arrangements under which you receive a license to use, or suspend your access to, External Computing Options provided through BDO, withhold delivery of any deliverables, or withdraw from this engagement entirely. If any collection action is required, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

11. Assignment and Sole Recourse. In performing the Services hereunder, BDO may assign its rights to perform a portion of the Services to, and may engage, the service of Third-Party Service Providers. If a Third-Party Service Provider is utilized or assignment is made, Client agrees that, unless Client contracts directly with the Third-Party Service Provider, substantially all of the applicable

terms and conditions set forth in the Agreement, shall apply to the Third-Party Service Provider. BDO agrees that it shall not permit the Third-Party Service Provider to perform any work relating to the Services until the Third-Party Service Provider agrees to be bound by the applicable terms and conditions of the Agreement. BDO further agrees that it will remain primarily responsible for the Services, unless Client and BDO agree otherwise, and BDO will ensure that the work of the Third-Party Service Provider is performed in accordance with this Agreement. Although applicable privacy laws may vary depending on the jurisdiction and may provide less or different protection than those of Client's home country, BDO requires Third-Party Service Providers to agree to maintain the confidentiality of Client's information and observe BDO's policies concerning any confidential client information that BDO provides to Third-Party Service Providers. To the extent you have any Claims against a Member Firm that is a Third Party Service Provider in any way arising from, in respect of or in connection with the Services or this Agreement, you agree that you shall bring such Claim(s) against BDO instead of such Member Firm, except to the extent finally judicially determined to have resulted from the fraud or intentional misconduct of such Member Firm. A Member Firm may enforce any limitations or exclusions of liability available to BDO under this Agreement.

Without our prior written consent, Client may not assign this Agreement except to a party that acquires substantially all of your assets and operations.

12. Dispute Resolution. Any dispute or claim between you and BDO arising out of or relating to the Agreement or a breach of the Agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud or claims based in whole or in part on any other common-law, statutory, regulatory, legal or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this Agreement

(**"Arbitration Claims"**) (except to the extent provided below) shall be submitted to binding arbitration administered by the American Arbitration Association ("**AAA**"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Arbitration Claims shall be heard by a panel of three (3) arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness or scope of this arbitration agreement. The arbitration panel may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitration panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a federal or state court. The place of arbitration shall be the city in which the BDO office providing the majority of the Services involved is located, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and the Agreement shall be governed by the provisions of the laws of the State of New York (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflict of law rules. The parties shall bear their own legal fees and costs for all Arbitration Claims. The award of the

arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to the Agreement.

The parties to the Agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.

13. Conflicts of Interest. BDO is not aware of any conflicts of interest with respect to any of the names Client has provided. BDO is not responsible for continuously monitoring other potential conflicts that could arise during the course of the engagement, although we will inform Client promptly should any come to our attention. We reserve the right to resign from this engagement at any time if conflicts of interest arise or become known to us. Additionally, our engagement by Client will in no way preclude us from being engaged by any other party in the future. Notwithstanding anything contained in confidentiality provisions set forth herein, BDO shall be permitted to disclose that it is engaged to provide the Services to Client under this Agreement if BDO in its reasonable professional judgment determines that such disclosure is required in connection with BDO's provision of services on behalf of other clients of BDO, including, without limitation, professional services engagements under which BDO personnel act as professionals in legal proceedings that require disclosures, arbitrators in post-acquisition disputes or act as expert witnesses.

14. Power and Authority. Each of the parties hereto has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its respective obligations hereunder. This Agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

15. Subpoenas. If Client requests BDO to object to or respond to, or BDO receives and responds to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request for, or legal process for the production of, documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with Client, you agree to compensate us for all time BDO expends in connection with such response, at our standard rates, and to reimburse BDO for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

16. Email Communications. BDO disclaims and waives, and the Client releases BDO from all liability for the interception or unintentional disclosure of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted or received by BDO in connection with the performance of the Services.

17. External Computing Options. If, at the Client's request, any member of the BDO Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote access, third party software and/or file sharing options (collectively "External Computing Options"), that are outside of BDO's standard security protocol, the Client acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, BDO Group disclaims, and the Client agrees to release BDO Group from, and indemnify BDO Group for, all liability arising out of or related to the use of such External Computing Options.

18. Electronic Transmissions. This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

19. Severability. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this Agreement shall remain in full force and effect.

20. Independent Contractor. BDO is providing the Services to Client as an independent contractor bound by the terms hereof to perform the Services pursuant to the Client's instructions. BDO's obligations to Client are exclusively contractual in nature. This Agreement does not create any agency, employment, partnership, joint venture, trust, or other fiduciary relationship between the parties. Neither BDO nor Client shall have the right to bind the other to any third party or otherwise to act in any way as a representative or agent of the other except as otherwise agreed in writing between the parties.

21. Confidentiality. Each of the parties hereto shall treat and keep all the "Confidential Information" as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, agents or its legal or other advisors, provided that they have: (i) each been informed of the

confidential, proprietary and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement and (ii) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or has commercial value in the party's business and is obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"). All terms of this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena or court order; or (e) independently developed by the Receiving Party. If BDO is providing tax services for the Client, in no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), to the extent legally permissible, provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for: (y) copies retained in work paper files retained to comply with a party's professional or legal obligations; and (z) such Confidential Information retained in

accordance with the Receiving Party's normal data back-up procedures.

22. Restricted Federal Data. The parties agree that the services are not intended to involve the processing, storage, disclosure, or transmissions of Restricted Federal Data, defined as data or information subject to laws, regulations, or government-wide policies that require safeguarding or dissemination controls, including but not limited to the Federal Acquisition Regulations (“FAR”), the Defense Federal Acquisition Regulation Supplement (“DFARS”), the International Traffic in Arms Regulation (“ITAR”), the Export Administration Regulations (“EAR”), and the Arms Export Control Act (“AECA”), and any other data or information that is restricted for dissemination or disclosure to foreign nationals. For clarity, and without limiting the foregoing, controlled unclassified information (“CUI”) shall be included in the definition of Restricted Federal Data. Because BDO relies on this information in order to fulfil its own compliance obligations, the Client shall not provide or otherwise make available Restricted Federal Data to BDO or its employees unless expressly agreed to in advance in writing by BDO. If the Client becomes aware that any known or suspected Restricted Federal Data will be or has been disclosed to BDO by the Client or otherwise in connection with the Services, the Client will (a) immediately notify BDO in writing to regulatedgovtdata@bdo.com and will cease any further transfer of such data unless and until BDO expressly agrees in writing, (b) identify which documents at which pages contain such information, (c) identify which export control regulations apply where applicable, and (d) identify the relevant export control classifications that apply to the information in question. The Client will fully cooperate with BDO in the investigation of and response to any known or suspected Restricted Federal Data that the Client has disclosed to BDO notwithstanding the foregoing. The Client further agrees that it will be responsible for all fees, costs, and expenses associated with processing, storage, disclosure, or transmissions of such Restricted Federal Data, including without limitation

additional fees, costs, and expenses related to compliance with obligations with respect to such Restricted Federal Data.

23. Intellectual Property. BDO shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the Services so long as it does not require the disclosure of any of Client's Confidential Information (as defined above). BDO shall be entitled to all protections afforded under State and Federal statutory or common law with respect to any report, computer program (source code and object code) or programming and/or material documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, tape, license, listing, invention, record, development frameworks, code libraries, best practices, general knowledge, skills and experience, or other materials preexisting the execution of this Agreement (“BDO Intellectual Property”). Unless otherwise specifically stated in this Agreement, the reproduction, distribution or transfer, by any means or methods, whether direct or indirect, of any of BDO's or its agents' Intellectual Property or proprietary information by the Client is strictly prohibited.

24. Licensing Representation. To the extent necessary for BDO to perform its obligations described in an applicable SOW, Client represents and warrants that it will obtain, maintain and comply with all of the licenses, consents, permits, approvals and authorizations that are necessary to allow BDO and its employees, contractors and subcontractors to access and use the services or software provided for the benefit of Client under Client's third-party services contracts, licenses or other contracts granting Client the right to access, use or receive services or software (each a “Licensing Representation”). Upon BDO's request, Client will provide BDO any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as

defined in this Agreement). Client hereby releases BDO Group from all claims and liabilities resulting from (i) BDO's reliance on a Licensing Representation and (ii) the functionality of any third-party software or services used or accessed by BDO.

25. Non-CPA Notice Requirement. BDO is owned by professionals who hold CPA licenses. Depending on the nature of the Services being provided, from time to time non-CPA personnel may be involved in providing certain Services hereunder.

26. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter

herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties.

[Signature Page to Follow]

By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations and consents necessary to enter into this Agreement on behalf of the Client set forth below for whom the authorized signatory is executing this Agreement. The authorized signatory represents that this Agreement constitutes the legal, valid and binding obligation of the Client set forth below for whom the authorized signatory is executing this Agreement and is enforceable against the Client in accordance with its terms and conditions.

Accepted and Agreed to by:

CTN HOLDINGS, INC.

Signed by:
By: Edwin Mill
Name: Edwin Mill
Title: Authorized Signatory

(Please sign and return to us one copy; retain a copy for your files)



Tel: 714-957-3200
Fax: 714-957-1080
www.bdo.com

600 Anton Boulevard, Suite 500
Costa Mesa, CA 92626

February 27, 2025

Edwin Mill, CEO
CTN Holdings, Inc.
4551 Glencoe Avenue, Suite 300
Marina Del Ray, CA 90292

Re: Statement of Work - Related to the Agreement and Terms and Conditions Dated February 27, 2025 as Entered Into With Aspiration Partners, Inc.

This Statement of Work ("SOW") is provided to CTN Holdings, Inc. ("Client" or "Company" or "you") and Affiliates as listed in Exhibit 1 ("Affiliate" or collectively "Affiliate") for tax services.

Client and Affiliate acknowledge that Aspiration Partners, Inc. previously executed a letter dated February 27, 2025 and accompanying Terms and Conditions (collectively, the "Master Terms") which are incorporated by reference into this SOW. By signing below, Affiliate agrees that this SOW shall be governed by the Master Terms and that Affiliate is bound by the Master Terms as if such Affiliate is "Client" or "you" as such terms are defined in the Master Terms. The Master Terms along with this SOW constitutes the agreement ("Agreement") between BDO USA ("BDO" or "we"), Client and Affiliate.

To the extent there is any conflict or inconsistency between the Master Terms and any SOW, unless otherwise agreed to in writing, the Master Terms shall prevail.

The SOW is effective on February 27, 2025. Any term or condition incorporated into this SOW that is an addition to the terms and conditions contained in the Master Terms applies only to the services (described below) provided under this SOW.

Russia Sanctions

By executing this document, you represent that Client and Affiliate are not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia or entity(s) organized under the laws of Russia. You agree that if at any time while BDO is providing services to Client or Affiliate the foregoing representation is no longer true, you will immediately notify BDO.

Scope of Services

BDO agrees to provide the tax compliance services as described on Exhibit 2 attached hereto ("Services"). We understand that Client and Affiliate will be responsible for the preparation of any required filings not specifically listed on Exhibit 2.

Any service not specifically described as Services in this SOW is outside the scope of this Agreement.



CTN Holdings, Inc.
 February 27, 2025
 Page 2

Fee Arrangement

BDO’s fee for services will be \$65,000 as outlined in Exhibit 2 attached hereto. Consulting services will be billed at 70% of BDO’s standard hourly rates.

As of the effective date of this SOW, BDO’s standard hourly rates are as follows:

Principal	\$1,025
Managing Director	\$895
Senior Manager	\$790
Manager	\$765
Senior	\$435
Associate/Staff/Paraprofessional	\$325

Standard hourly rates may increase from time-to-time. BDO reserves the right to raise its corresponding standard hourly rates related to this project. This will not impact any agreed upon fixed fees covered under this SOW.

We will also bill you for reasonable out-of-pocket expenses and internal charges for certain support activities. Internal charges include certain flat-rate amounts that reflect an allocation of estimated costs associated with computer usage and various technology fees.

It is assumed that all the information needed to complete the Services is provided no later than the due date agreed to with the client engagement team. Delays in receipt of the requested information cause inefficiencies and impacts the ability to appropriately schedule the resources needed to complete the Services. Failure to provide the information by the specified date will result in an increase of fees for reasons set forth above.

Billing Arrangement

BDO’s fees and expenses for Services will be billed as follows:

First progress billing	Upon execution of the SOW	50%
Final billing	Upon delivery of Services	Remaining balance

If you have any questions pertaining to this SOW, please contact Eric Skoro, eskoro@bdo.com.

* * * * *



CTN Holdings, Inc.
February 27, 2025
Page 3

BDO values your business and looks forward to many years of providing quality professional services to your Company and Affiliate.

Very truly yours,

BDO USA

By: 
Name: Eric Skoro
Title: Tax Managing Director

By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations and consents necessary to enter into this Agreement on behalf of the Client and any Affiliate set forth in Exhibit 1 for whom the authorized signatory is executing this Agreement. The authorized signatory represents that this Agreement constitutes the legal, valid and binding obligation of the Client and any Affiliate set forth in Exhibit 1 for whom the authorized signatory is executing this Agreement and is enforceable against the Client and such Affiliate in accordance with its terms. Client and any Affiliate set forth in Exhibit 1 acknowledge and agree that the authorized signatory is duly authorized to bind the applicable entities party hereto.

Accepted and Agreed to by:

CTN HOLDINGS, INC. AND AFFILIATES AS SET FORTH IN EXHIBIT 1

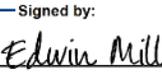
Signed by:
By: 
Name: Edwin Mill
Title: Authorized Signatory

Exhibit 1 - List of Affiliates
Exhibit 2 - Description of Services

EXHIBIT 1

LIST OF AFFILIATES

Aspiration Card Services, LLC
Aspiration Financial, LLC
Aspiration Fund Adviser, LLC
Aspiration Insurance Agency, LLC
Aspiration QFZ, LLC
Aspiration Realty, LLC
Aspiration Sustainable Impact Services, LLC
Develop, LLC
Make Earth Green Again, LLC

EXHIBIT 2

DESCRIPTION OF SERVICES

With respect to the tax year ended December 31, 2024, we will prepare the following tax returns for the Company:

LIST OF TAX RETURNS TO BE PREPARED BY BDO USA

Corporation Returns

Form Number/Form Title	Fee
<u>Aspiration Partners, Inc.</u>	
Federal Form 1120	\$65,000
Separate State Returns (up to 23)	
* Additional state returns beyond 23	\$2,100/ return
Extensions or quarterly estimated payments	\$3,200/quarter as needed

Certificate Of Completion

Envelope Id: FF39C979-D36E-4018-99F2-C1744A8141D6	Status: Completed
Subject: From BDO Please DocuSing: CTN Holdings, Inc. - MSA & SOW	
BDO Office Location: Orange County	
GFR Client Number: 0449241	
Document Type: Other	
Source Envelope:	
Document Pages: 15	Signatures: 2
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	BDO eSign Orange County
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	5300 Patterson Ave SE, STE 100
	Grand Rapids, MI 49512
	BDOesignOrangeCounty@bdo.com
	IP Address: 160.72.2.74

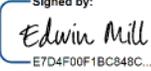
Record Tracking

Status: Original 2/27/2025 5:09:56 PM	Holder: BDO eSign Orange County BDOesignOrangeCounty@bdo.com	Location: DocuSign
------------------------------------------	-----------------------------------------------------------------	--------------------

Signer Events

Edwin Mill
tate@catona.com
CEO
Security Level: Email, Account Authentication (None)

Signature

Signed by:

E7D4F00F1BC848C...
Signature Adoption: Pre-selected Style
Using IP Address: 23.241.119.146
Signed using mobile

Timestamp

Sent: 2/27/2025 5:09:57 PM
Viewed: 2/27/2025 6:05:17 PM
Signed: 2/27/2025 6:05:44 PM

Electronic Record and Signature Disclosure:
Accepted: 2/27/2025 6:05:17 PM
ID: 19256b36-950f-4433-8c96-f735ceca4837

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Eric Skoro
eskoro@bdo.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/27/2025 5:09:57 PM
Viewed: 2/27/2025 9:43:53 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Yen Vo
yvo@bdo.com
BDO, USA PA
Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/27/2025 5:09:57 PM
Viewed: 2/27/2025 5:09:57 PM
Signed: 2/27/2025 5:09:57 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	2/27/2025 5:09:57 PM
Certified Delivered	Security Checked	2/27/2025 6:05:17 PM
Signing Complete	Security Checked	2/27/2025 6:05:44 PM
Completed	Security Checked	2/27/2025 6:05:44 PM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE From time to time, BDO USA, P.C. (“BDO,” we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the ‘I agree’ button at the bottom of this document. Getting paper copies At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below. Withdrawing your consent If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below. Consequences of changing your mind If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign ‘Withdraw Consent’ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us. All notices and disclosures will be sent to you electronically Unless you tell us otherwise in accordance with the procedures described herein, you agree that we may provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you, including, for example, engagement documentation and/or tax return e-file authorizations. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us. How to contact BDO USA, P.C.: You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically, please contact your BDO representative. To advise BDO USA, P.C. of your new email address To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to your BDO representative, and in the body of such request you must state: your previous e-mail address,

your new e-mail address. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system. If you created a DocuSign account, you may update it with your new email address through your account preferences. To request paper copies from BDO USA, P.C. To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send an email to your BDO representative and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. To withdraw your consent with BDO USA, P.C. To inform us that you no longer wish to receive future notices and disclosures in electronic format you may: i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send an e-mail to your BDO representative and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. System Requirements The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>. Acknowledging your access and consent to receive and sign documents electronically To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below. By checking the 'I agree' box, I confirm that: • I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and • I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and • Until or unless I notify BDO USA, P.C. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by BDO USA, P.C. during the course of my relationship with you, including for example engagement documentation and/or tax return e-file authorizations.

EXHIBIT C

Wilkes Declaration

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

In re:

CTN Holdings, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10603 (TMH)

(Jointly Administered)

**DECLARATION OF KEVIN WILKES IN SUPPORT OF DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF BDO USA, P.C. AS TAX CONSULTANT TO THE DEBTORS**

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

I am a Principal of BDO US, P.C. ("BDO USA"). I provide this declaration (the "Declaration") on behalf of BDO USA in support of the application (the "Application") of CTN Holdings, Inc. , et al. (the "Debtors") in the above captioned chapter 11 cases (the "Chapter 11 Cases") for an order authorizing the employment and retention of BDO USA, effective as of March 30, 2025, as tax consultant to the Debtors in accordance with the terms and conditions set forth in that certain letter, the Terms and Conditions of the Master Services Agreement dated February 27 2025, by and among the Debtors and BDO USA (the "Tax Consulting Services Terms and Conditions Letter"), a copy of which is attached to the Application as **Exhibit B**, together with any Statements of Work (the "SOWs") by and among the Debtors and BDO USA (the SOWs, Tax Consulting Services Terms and Conditions Letter, collectively, the "Services Agreement"). Unless

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

otherwise defined, all capitalized terms used herein shall have the meanings given to them in the Application.

1. The Debtors have selected BDO USA as the Debtors' tax consultant due to (i) the firm's extensive experience in and knowledge of the Debtors' operations that BDO USA has obtained by providing tax consultant services since February 2025; and (ii) BDO USA's outstanding reputation as a provider of tax consulting services generally.

2. BDO USA is a leading full-service accounting, tax, and business advisory firm with offices, principals, and professional staff located throughout the United States. BDO USA is a United States firm of a global network of separate, independent member firms that operate in countries and offices throughout the world.

3. BDO International Limited ("BDO International") is a company limited by guarantee incorporated under the laws of England and Wales. The board of directors for BDO International is composed of the CEOs of the seven largest BDO International member firms across the Americas, EMEA, and Asia-Pacific region. BDO International does not provide client services. Rather, the international BDO network is a global network of separate, independent member firms (each an "Independent Member Firm") that operate in 150 countries and over 1,300 offices throughout the world (collectively, the "BDO Global Network"). BDO USA is the U.S. Independent Member Firm of BDO International and is a leading full-service accounting, tax, and business advisory firm that, together with its subsidiaries, has over 75 offices and more than 12,000 professionals in the United States.

4. Independent Member Firms are separate and independent from BDO USA and do not constitute affiliates or subsidiaries of BDO USA, each other, or any entity holding itself out as a global parent. The Independent Member Firms are more aptly described as a network of

independent organizations practicing under a common brand. The Independent Member Firms enter into a services agreement with Brussels Worldwide Services (“Brussels Worldwide”), a Belgian limited liability company. Brussels Worldwide coordinates the services provision within the global BDO network on the basis of central costs such as the global office for BDO International, global webpage, etc. that are allocated amongst all BDO Independent Member Firms based upon the Independent Member Firms’ revenues and volume of referred work.

5. Independent Member Firms are granted a distinct and exclusive territory in which they can operate under the BDO brand name that does not overlap with the territory of any other member firm. The Independent Member Firms are organized and operated in accordance with the laws and jurisdictions of the country or region in which each Independent Member Firm is located. To the best of my knowledge, partners and/or principals of each Independent Member Firm are either directly or indirectly the sole owners of their respective Independent Member Firms depending on the equity construction with respect to the holding companies for each of the Independent Member Firms. There is no overlap with respect to a partner’s and/or principal’s ownership in its respective Independent Member Firm and any other Independent Member Firm. The Independent Member Firms also do not share officers and directors. Neither profits nor losses are shared between or among the Independent Member Firms. The Independent member firms also do not share staff. To the extent a member firm wishes to use the employee of another member firm, the parties enter into an arm’s-length employee lease agreement.

6. No Independent Member Firm or BDO Rise (as defined below) will be used to provide services in these Chapter 11 Cases.

7. BDO USA is a leading full-service accounting, tax, and business advisory firm with offices, partners, and professional staff located throughout the United States. BDO USA is a

United States firm of a global network of separate, independent member firms that operate in countries and offices throughout the world. BDO USA has considerable experience providing accounting, tax, auditing, and financial advisory services to businesses in chapter 11 and has been employed in numerous cases under the Bankruptcy Code, such as Prospect Medical Holdings, Inc., Case No. 25-80002 (SGJ) (Bankr. N.D. Texas April 30, 2025) (authorizing the retention of BDO), *CCA Construction, Inc.*, Case No. 24-22548 (CMG) (Bankr. D.N.J. February 7, 2025) (same), *In re HiQ, Inc.*, Case No. 23-11361 (JTD) (Bankr. D. Del., December 9, 2024) (same); *In re Acorda Therapeutics, Inc.*, Case No. 24-22284 (DSJ) (Bankr. S.D.N.Y. May 29, 2024) (same), *In re Purdue Pharma, L.P.*, Case No 19-23649 (SHL) (Bankr. S.D.N.Y. April 24, 2024) (same), *In re Inmet Mining, LLC*, Case No. 23-70113 (GRS) (Bankr. E.D. Ky. June 6, 2023) (same); and *In re I GC Collections*, Case No. 18-19121 (RAM) (Bankr. S.D. Fla. Feb. 25, 2022) (same).

8. Subject to further order of the Court, and consistent with the Services Agreement, the Debtors request the employment and retention of BDO USA to perform certain tax consulting services for the Debtors, as follows:

a. Owner Shift Analysis

- i. Review Debtor's equity activity to identify 5% shareholders, first tier, and higher-tier entities within the period from 2015-2018 (the "382 Analysis Period");
- ii. Compute and provide a report of section 382 owner shifts within the 382 Analysis Period in order to identify section 382 ownership changes pursuant to IRS section 382(g), if any, within the 382 Analysis Period; and
- iii. Provide a summary document that sets forth the conclusion of BDO USA's analysis (including the underlying facts, assumptions, and sources of information), including a technical discussion of relevant section 382 provisions, and noting any elections or compliance matters that need to be assessed in conjunction with BDO USA's conclusions (collectively, the "Section 382 Services").

b. Cancellation of Indebtedness Income ("CODI") – BDO USA will review and analyze the expected U.S. federal income tax consequences resulting from the cancellation

of certain debt instruments pursuant to a confirmed bankruptcy plan (the “Plan”) in order to determine the amount of CODI or gain/loss that is expected to be recognized from the Plan (collectively, the “CODI Services”).

- c. 2024 Tax Return Preparation – BDO USA will prepare the Debtors’ 2024 U.S. Corporate federal income tax return and prepare estimated federal and estimated tax vouchers for 2024. (together, the “2024 Tax Preparation Services”).
 - d. 2025 Tax Return Preparation – BDO USA will prepare the Debtors’ 2025 U.S. Corporate federal income tax return and prepare estimated federal and estimated tax vouchers for 2025 (together, the “2025 Tax Preparation Services”).
 - e. Scenario Modeling – BDO USA will prepare a high level summary of certain bankruptcy options including possible tax consequences resulting from (1) a 363 sale, and an in-court tax deferred restructure with the application of section 382(l)(5) or with the application of section 382(l)(6); a reorganization under Section 368(a)(1)(G); prepare a detailed section 382 limitation and NUBIG/NUBIL calculations; prepare tax balance sheets for the Debtors to determine impact of Bankruptcy Code Section 363 sale, and prepare interest reduction calculations to determine impact of section 382(l)(5) on the Debtors’ historic tax attributes (collectively, the “Scenario Modeling Services” together with the Section 382 Services, CODI Services, 2024 Tax Preparation Services, and 2025 Tax Preparation Services, the “Services”).
9. BDO USA’s standard hourly rates for each level of professional are set forth in the following schedule:²

² In accordance with firm-wide adjustments, these rates will increase 5% effective August 1, 2025, and annually thereafter. These hourly rates are subject to further periodic adjustments to reflect economic and other conditions. Like many of its peer firms, BDO USA increases the hourly billing rate of professionals and paraprofessionals once a year in the form of (a) market increases in the ordinary course and (b) periodic increases within each professional’s and paraprofessional’s current level of seniority

<u>Resource</u>	<u>Standard Rate</u>
Principals/ Managing Director	\$725-\$1,150
Director	\$650-\$850
Manager	\$550-\$750
Seniors	\$375-\$625
Associates	\$175-375

10. In addition to the rates described above, the Debtors and BDO USA have agreed that the Debtors shall reimburse BDO USA for actual expenses incurred in connection with BDO USA's performance of the Services.

PAYMENTS RECEIVED PRIOR TO THE PETITION DATE

30. As set forth above, BDO USA has provided tax consulting services to the Debtors since approximately February 2025. The payments BDO USA received from the Debtors within ninety (90) days of the Petition Date are as follows:

<u>Date Payment Received</u>	<u>Payment Amount</u>
March 27, 2025	\$58,225.00

As of the Petition Date, \$10,000.00 remains due and owing to BDO USA. BDO USA understands and agrees that if the Court grants the relief requested in this Application, BDO USA shall waive this prepetition claim.

BDO USA'S CONFLICTS CHECK PROCEDURES

11. As part of its practice, BDO USA appears in cases, proceedings, and transactions involving many different attorneys, financial advisors, and creditors, some of which may represent or be claimants and/or parties in interest in these cases. In connection with the preparation of this

declaration, BDO USA obtained from the Debtors the names of individuals and entities that may be parties in interest in the Chapter 11 Cases, and such parties are listed on Schedule 1 attached hereto, which include, but are not limited to:

- A. Bank/Lender/UCC Lien Parties/Administrative Agents
- B. Bankruptcy Judges and Staff
- C. Clerk of the Court
- D. Debtor Professionals
- E. Debtors
- F. Director/Officer
- G. Known Affiliates and JVS
- H. Landlords
- I. Litigation
- J. U.S. Trustee Office
- K. Vendors

12. To ensure that any and all conflicts are properly identified, BDO USA conducts three levels of review (collectively, the “Conflict Review Process”).

13. First, BDO USA inputs all interested parties into a database (the “BDO USA Conflict System”) shared by BDO USA and all of its subsidiaries.³ The interested parties that were run through the BDO USA Conflict System are those set forth on Schedule 1 attached hereto. The

³ As discussed below, BDO USA formed an entity as part of a joint venture with the Independent Member firm located in India (“BDO India”) called BDO RISE Private Limited (“BDO Rise”) that is located and incorporated in India. BDO Rise performs services exclusively for clients of BDO USA or its wholly owned subsidiaries. Accordingly, all of the clients for whom BDO Rise performs services are also checked as part of the BDO USA Conflict System. BDO India, as an Independent Member Firm, operates in accordance with the International Conflict Check System (as defined herein).

BDO USA Conflict System then generates a detailed list of any potential connections within BDO USA. Then, using the generated list, BDO USA's conflicts team sends an email to the engagement leader of each potential connection identified to determine whether the connection (i) creates a conflict, (ii) is a connection that should be disclosed as required by the Bankruptcy Code, and/or (iii) otherwise prevents BDO USA from being engaged.

14. Second, the Debtors' significant vendors and trade creditors and any other significant parties are sent in one of the two emails (the "Conflict Correspondence") that is sent out by BDO USA each day to all BDO USA professionals and all professionals of subsidiaries of BDO USA (collectively, the "BDO Professionals"). The BDO Professionals are required to review the Conflict Correspondence and respond by clicking on the embedded link within the email to any connection exclusively between any of the BDO Professionals' clients and any party listed in the Conflict Correspondence.⁴ Conflict Correspondence is performed on a daily basis by BDO USA.

15. Third, in addition to the foregoing conflict review processes, the parties on Schedule 1 attached hereto were input into the independence and conflict system maintained by BDO International (the "International Conflict Check System").

16. Through this system, BDO USA submits a question asking all of the other Independent Member Firms if they have provided services to the Debtors or are representing any entities with any connection to the Debtors. All of the other Independent Members are required to respond to BDO USA's inquiry to indicate if they have provided any services to the Debtors or

⁴ Given the number of BDO Professionals in the BDO Global Network, BDO Professionals may have professional, business, working, or social relationships with firms, professionals, or companies that may be connected to these cases. Additionally, many BDO Professionals have family who may work at other firms or companies that may be connected to these cases.

any other entities listed on **Schedule 1**. Any responses received through the International Conflict Check System are included in the disclosures submitted as set forth on **Schedule 2** attached hereto.

BDO CAPITAL

17. BDO Capital Advisors, LLC (“**BDO Capital**”) is a licensed broker dealer registered with the Financial Industry Regulatory Authority and the Securities and Exchange Commission. BDO Capital is not an investment advisor, nor does it invest capital on behalf of its clients. Rather, BDO Capital is strictly an advisor to private companies with respect to mergers, acquisitions, and ESOP transactions. BDO Capital is a part of the BDO USA Conflict System and, thus, was included with the checks of the parties in interest lists.

INDIAN OPERATIONS

18. As noted above, BDO Rise is an entity formed in India as a result of a joint venture by BDO USA and BDO India. BDO USA owns the majority of the equity in BDO Rise and BDO India owns the remainder of the equity. The majority of the BDO Rise board of directors are officers, directors, or principals of BDO USA and the executive managing director of BDO Rise is a principal of BDO USA. BDO USA and BDO Rise have no other staff in common.

19. BDO Rise’s annual profits will be paid to both BDO USA and to BDO India. Moreover, BDO Rise, BDO USA, and BDO India have entered into a royalty agreement whereby BDO India will receive a tiered annual royalty payment from BDO Rise. BDO USA and BDO India provide certain services to BDO Rise, which are paid for on an arm’s-length, cost-plus basis by BDO Rise.

20. As noted above, BDO Rise will only perform services for BDO USA clients and thus, all of its clients would necessarily be checked as part of the BDO USA Conflict System. As also set forth above, BDO Rise will not provide any services in these Chapter 11 Cases.

**BDO USA’S CONNECTIONS WITH PARTIES IN
INTEREST IN THESE CHAPTER 11 CASES**

21. BDO USA conducted the Conflict Review Process, the result of which disclosed that neither BDO USA nor any of the other Independent Member Firms currently represent any entity having an adverse interest to the Debtors. Based upon the analysis of the results that was conducted at my request, I determined that, other than as set forth below, BDO USA does not have any connection with the Debtors, their creditors, or other parties in interest other than as set forth on Schedule 2 attached hereto.

22. Notwithstanding the foregoing, BDO USA (i) does not have any connections with the U.S. Trustee, or any person employed by the Office of the U.S. Trustee other than as set forth on **Schedule 2** attached hereto, (ii) are “disinterested persons,” as defined in Section 101(14) of the Bankruptcy Code, (iii) does not own any debt securities or equity securities of the Debtors, and (iv) does not hold or represent any interest adverse to the Debtors. Further, the BDO Professionals that will be assisting the Debtors in the Chapter 11 Cases (i) do not own any stock in the Debtors, (ii) do not have any connections with the bankruptcy judges from this district or the U.S. Trustee or any person employed by the Office of the U.S. Trustee, (iii) have not been an officer, director, or employee of the Debtors, or (iv) do not have any connection to the Debtors.

23. As neither the term “connection,” as used in Bankruptcy Rule 2014, nor the proper scope of a professional’s search for “connection” has been defined, BDO USA has set forth on **Schedule 2** attached hereto the names of the interested parties where BDO USA or its subsidiaries have performed and presently may be performing auditing, audit-related, tax, or consulting services unrelated to the Debtors for creditors or other parties of interest. To the best of my knowledge, each of these engagements relate to matters totally unrelated to the Chapter 11 Cases

for which BDO USA is seeking to be engaged. If new relationships arise, or if BDO USA discovers additional information that BDO USA believes requires additional disclosure, BDO USA will file a supplemental disclosure with the Court as promptly as possible.

24. Except as otherwise set forth herein, BDO USA has not shared or agreed to share any of its compensation in connection with this matter with any other person.

25. Except for the modifications requested in the Application, BDO USA intends to apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of this Court, and the Services Agreement, and pursuant to any additional procedures that may be established by the Court in these cases.

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: May 12, 2025

/s/ Kevin Wilkes
Kevin Wilkes

SCHEDULE 1

Adverse Litigation Parties

Cabin Editing Company, LLC
Clear Link Tehnologies, LLC
Clover Private Credit Opportunities Organization
(Levered) II, LP
Compassionate Carbons, LLC
Eden Reforestation Projects
Finders.com, LLC
ICR, LLC
Media Force Communications (2007), Ltd.
OurOffice, Inc.
Outfront Media, LLC
Pearl Media Holdings, LLC
Perform [CB], LLC
Slalom, Inc.
Socure, Inc.
The Penny Hoarder
Vector Media Holdings, LL
WNS North America, Inc.

Convertible Note Holders

AGO Special Situations Credit, LP
AGO Special Situations II LP
Harmony Holdings, LLC
Long Live Bruce, LLC
Lonsdale Group Limited
Debtor Affiliated Companies
Carbon Sequestration I, LLC
Carbon Sequestration II, LLC
Carbon Sequestration III, LLC
Catona Climate Foundation
Restoration Inititives I, LLC
Restoration Inititives II, LLC

Debtor Executives and/or Board Members

Andrew Durke
Dan Shurey
Danny Duran
Greg Shadwick
Michael Shuckerow
Nate Redmond
Rob Lee
Statton Hammock
Tate Mill
Tracy Bain

Debtors

413 Digital Assets, LLC
Aspiration Fund Adviser, LLC
Aspiration Partners, LLC
Aspiration QFZ, LLC
Aspiration Sustainability Services, LLC
Aspiration Sustainable Impact Services, LLC
Catona Climate Solutions, LLC
CTN Holdings, Inc.
CTN SPV Holdings, LLC
Make Earth Green Again, LLC
Zero Carbon Holdings, LLC

Delaware Bankruptcy Judges

Chief Judge John T. Dorsey
Judge Brendan L. Shannon
Judge Craig T. Goldblatt
Judge J. Kate Stickles
Judge Karen B. Owens
Judge Laurie Selber Silverstein
Judge Mary F. Walrath
Judge Thomas M. Horan

Delaware US Trustee and Bankruptcy Staff

Attix, Lauren
Barksdale, Nickita
Bates, Malcolm M.
Batts, Cacia
Bello, Rachel
Brady, Claire
Bu, Fang
Capp, Laurie
Casey, Linda
Cavello, Robert
Cudia, Joseph
Dice, Holly
Dortch, Shakima L.
Farrell, Catherine
Fox, Jr. Timothy J.
Gadson, Danielle
Giordano, Diane
Girello, Michael
Green, Christine
Hackman, Benjamin
Haney, Laura

Hrycak, Amanda
Johnson, Lora
Jones, Nyanquoi
Konde, Hawa
Leamy, Jane
Lipshie, Jonathan
Lopez, Marquietta
Lugano, Al
McCollum, Hannah M.
McMahon, Joseph
Nyaku, Jonathan
O'Malley, James R.
Richenderfer, Linda
Schepacarter, Richard
Serrano, Edith A.
Sierra-Fox, Rosa
Subda, Paula
Thomas, Elizabeth
Vara, Andrew R.
Walker, Jill
Wynn, Dion
Yeager, Demitra

Equity Holders

1HMR, LLC
205 Burr Oak Investment LLC
Adam Taub
Adel Davidyan
Adrem X LLC
AGO II GP, LLC
AGO II, LP
AGO III, LP
AGO Special Situations Credit LP
AGO Special Situations II LP
Ahya Kurdi
Albert S Liu
Albert Y. Kim Living Trust
Alejandro Francisco Cano Gutierrez
Alex Pomeroy
Alexandra Horigan
Alexis Maybank
Allan Hammock
Allen & Company, LLC
Alon Nelson

Alpha Edison A, L.P.
Alpha Edison Westwood II A LLC
Alpha Edison Westwood II LLC
Alpha Edison, L.P.
Alvaro Boulet Alonso
Andrei Cherny
Andrew L. Sandler Revocable Trust
Angelica Lomeli
Anna Dukor
AOG Institutional Diversified Fund
APOGEE Pacific LLC
Ari Martirosyan
Arie Arik Betesh and Yamit Betesh
Arioan ScoopSA - Aspiration
Arjuna Rajasingham
Arlene Waclawek
Arthur and Peta Klitofsky
Aspiration Holdings II SPE, LLC
Aspiration Holdings SPE, LLC
Bank of America
Bansbach Capital Group, LLC
Barry Donner
Ben Jealous
Benjamin Rafii
Benjamin S Heldfond Family Trust
Benjamin Sherman
Bingaman Family Irrevocable Trust
BPCCInc., LLC
Brandee Busch
Brian Weinstein
Brittany Johnson
Budoff Billit Living Trust
Carmen Gutierrez Smith
Casa Teresa
Casey Weinstein 2018 Family Trust
Cecilia Martinez del Solar
Cecilia Saez
Charles A. Tharnstrom
Charles W McElfresh
Chicago Carbon Holdings LLC
Christina Margot Ross
Christopher Calvert
Christopher Coleman

Clayton Bourne	Elliot Brandt
Clear Link Technologies, LLC	Emerald Asset Management, Inc.
Clover Private Credit Opportunities Origination (Leveraged)	Empyzen Growth Technology Fund, LLC - Series 1145
Commerce Investment Group LLC	Eric Johnson
Craig Randall Johnson	Eugene Sperling
Crawford/Gerber Living Trust dtd 10/7/2009	Evelina Pivavarava
Crestone Capital Partners LLC	Eyal Bilgrai
DAM Birdie LLC (Daniel Murillo)	Eyal Gutentag
Damavandi 2021 Ins Trust	FABFOUR SCSp
Damien Varron	Fabian Andres Vargas Rivera
Danette Eilenberg	Fabio Montauti
Daniel Duran	Faisal AlHusseini
Daniel Nir	Flourish Ventures Fund LLC
Daniel Shurey	FootPrint Coalition Ventures Late Stage Fund, LP - A1
Daniel Zakowski	Forum Entertainment, LLC
Danielle Gopen	FP Ventures ASP LP Inc.
Danielle Wolf	Frank A. Cuenca Living Trust Dated May 19, 2005
Darwin Capital Advisors II LLC	Frank Berrin
Darwin Capital Advisors LLC	Frank Yeary
David Flusberg	FWPE Fund 1, LLC
David Goldsmith	GAM Investments LLC
David Jacobs	George abou Joudi
David Keyes	GL Family Trust
David Wolpe	Glenn Anton Rivers
DBD Family Trust	Global Media Fund LLC
DCM Labs	Gluck/Gladden Family Trust Dtd December 15, 2023
DEA 88 Investments, LP	Goodbank Irrevocable Trust
Deep Field Opportunities Fund, L.P.	Gordon Crawford
Deepak Kumar	Gregory Shadwick
Deloitte Services, LP	GSV Capital Corp.
Delph Enterprises, Inc.	Hamid and Nahid Rafii
Derris & Company LLC	Hammerman Children Irrevocable Trust
DMC (PED) Limited	Hannah Vanguilder
DNS-Aspire, LLC	Helen Mullish
Doha Venture Capital LLC	Ian Wentzell
Don Karr	Ibrahim AlHusseini
Double Chase Investments LP	IGSB Internal Venture Fund III, LLC
Double Chase Management LLC	Ilya Holdings Limited
Double Diamond Investment Holdings, LP	Inherent Aspiration, LLC
Dylan Blaty	Inspira Financial
E3 Asset Management, LLC	IRA Club FBO Ruben Gallego Roth IRA 2001404
Edwin (Tate) Mill	Irfan Kamal
Ellen Wilson	Jabez Dewey

Jack Oliver	Leslie Morton
Jaguar Acquisition Limited	Long Live Bruce, LLC
Jaguarundi Partners, LLC	Lorraine D. Berrin
James Katz	Luke Clauson
James M. Cannon	Majid El Solh
James R. Gates Separate Property Revocable Trust	Mali H. Kinberg Revocable Living Trust
Jason Gupta	Manzanita Ventures LLC
Jedi Capital	Marc Stad
JeeAnn Whitney Petrina	Marilyn J Goens Rev Liv Trust U/A DTD 11/16/06
Jeffrey Denight	Mark Corentin Cot-Magnas
Jeffrey Harris	Mark J. Silverman Living Trust U/A 7/27/95
Jeffrey Susskind	Mark Villanueva
Jess Brown	Martin Alejandro Bedoya Benavides
Jessica Berrin	Martin Gedalin
Jessica McMillin	Mary Dent
Jim Meeks	Matthew Giles
Joe Carney	Matthew Lee
John B. Emerson and Kimberly K. Marteau, Trustees of the Emerson-Marteau Trust dated 10/9/2003	Matthew Russo
Johnson Revocable Trust	Megan Holmes
Jon Barnwell	Mendonca Family Trust
Jon Feigelson	Metropolitan Levered Partners Fund VII, LP
Jonathan Alter	Metropolitan Partners Fund VI (3C1), LP
Joseph A Jolson 1991 Trust	Metropolitan Partners Fund VI, LP
Joseph Besecker	Metropolitan Partners Fund VII, LP
Joseph Chen	MF Partners, LLC
Joseph Chen Irrevocable Family Trust	Michael Christenson
Joseph Mulkey	Michael O'Mary
Juan David Borrero	Michael Shuckerow
Junius Holding GmbH	Michael Smith
Justin Kuok	Micharn Pollock
Justin Meltzer Investment	Michel Bayoud
Kaia Gerber	Milena Davidson
Katherine Lay	Miller Family Legacy, LLC
Kathleen Emmett	Miranda Brouwer Living Trust
Kathleen Schier	Mission and Market Fund I, LLC
KC Partners LLC	Mission Financial Partners
Kenneth Choi	Mohammad Khaja
Kfir Gavrieli	Moran Davidyan
Koh Boon Hwee	MUURAMASA LLC
Lauren Rocheleau	MX of Kuok Family
Lawrence Berrin	Nano Financial Holdings, Inc
Leah Grace Hunt-Hendrix Trust	Nascent Line LLC
	Nate Redmond

Nathan and Emily Kane Miller
Nathaniel Malka
NEV Alternatives LLC
Nikki Murphy
Nikolaos Nomikos
No. 4 LP
Oak Tree Capital Management
Oberndorf Enterprises/OEL Venture Investments LLC
OCM Aspiration Holdings, LLC
Oren Abraham Lazar
OS Peteiros Investments, S.L.
Pacific Sequoia Holdings LLC
Palmer Murray Living Trust
Paradox Capital
Paul Eisenstein
Paul Soros 2010 Family Trust A
Peter Early
Petr Averianov
Philip Remmele
Philippe von Stauffenberg
Pilpel Ltd.
Plummer Schnabel Family Trust UAD 8/6/07
Pohlad Investments, LLC
Polpat LLC
Praesumo Holdings, LLC
PWM Alternatives LLC
Quail Hill Holdings LLC
RA Perdue Family Trust
Rachel Sheinbein
Rachelle Higgins
Ravi Sarin
Raycrown AG
Reisner Millenium Investments LLC (Jeff Reisner)
Remember Bruce, LLC
Renren Lianhe Holdings
REYL & CIE S.A.
RG Family Investments LLC
Richard Shu
Rick Hess
Ricki Seidman
RJB Partners LLC
Rob Cherun
Robert Choi
Robert Downey Jr.
Robert J Abernethy
Robert Lee
Robert M. Pomeroy
Roman Micevic
Ron and Liraz Harari Living Trust
Ron Ben Yosef
Ronald Paz
Rosensweig Family Revocable Trust
Roslyn K Berrin
RPR Gravitas LTD Kfir
Russell Acar
RxR Rocksolid LP
Ryan Graves
Sam Yebri
Samuel Murray
Satya Yenigalla
Selena C. Bryce Trust
Shahak Maimon
Shoham Nicolet
Silas Holdings III LLC
Silversea Chartering SA
SIPI Ventures PTE LTD
SMR Capital Holdings LP
Social Impact Finance II LLC
Social Impact Finance III LLC
Social Impact Finance IV LLC
Social Impact Finance LLC
Spencer Rascoff
Stephan Klee
Stephan Lobmeyr
Stephen Pomeroy
Steve Bush
Steven Glickman
Strategic Business Management Co (Vivek Singhal)
SuRo Capital Corp.
Susskind Family Trust
SVB Financial Group
SVV GmbH
Synergy Wealth Management Sa
Tara Watumull
Taylor Media Corp
Taylor Vigil

Technology Stock Holding Master Trust / Series Sinay 2021	<u>Other Creditors over \$10k as of 02/28/25</u>
Technology Stock Holding Master Trust/Series Brown 2020	2020 Go Consulting LLC
Technology Stock Holding Master Trust/Series Costigan 2021	2021 Climate, formerly Bluesource and Elements Markets
Technology Stock Holding Master Trust/Series Morison 2021	2021 304, LLC
Technology Stock Holding Master Trust/Series Ransom 2021	2021 Iletes Unlimited
The Dunner Family Trust	Backupify, Inc.
The Emerson Marteau Trust	Baker & Hostetler LLP
The Glenn A. Rivers Revocable Trust UA September 28, 2000	2000 Ber McKenzie
The Gordon and Dona Crawford Trust UTD 8/23/77	Bartko Zankel Bunzel & Miller
The Hugely Successful Company, LLC	Beneficial State Bank
The Husseini Group	Boston Red Sox Baseball Club Limited Partnership
The Joseph Todd Lonsdale Trust dated March 4, 2015	Cabin Editing Company LLC
The Kit Stone Trust	Capitol Outdoor, Inc
The Kristin Rivers Revocable Trust UA September 28, 2000	2000 Carbon Capital Deployment
The Mark Murrel Revocable Trust Established 1/16/2009	2009 Chipman Brown Cicero & Cole, LLP
The Mark Murrel Revocable Trust, Established January 16, 2009	2009 Geospatial Inc.
The R L Gopen Trust	Clarity AI
The Thomas and Janet Unterman Living Trust	CNM LLP
Three Cats Consulting LLC	Creative Artists Agency
Timothy Broas	Crown Castle Fiber LLC
To Ventures LLC	Davis Wright Tremaine LLP
Todd Baker	Dechert LLP
Todd Koren	Donnelley Financial Solutions
Todd Tappin	Eden Reforestation Projects
Tom Unterman	Facebook, Inc.
Tracy Bain	Fact-HR
TriGen Investments, LP	FactSet Research Systems Inc.
True North Group LLC	Feedzai Inc
Victoria Velasquez	Fivetran Inc.
Vikas Singhal	Gibson Dunn & Crutcher LLP
Voras Navigation SA	Headlight Labs, Inc
Walid Gardezi	ICONOCLAST Content, Inc
Wayne Klitofsky	ICR, LLC
Weinstein Family Trust	IETA (International Emissions Trading Association)
Wesley Jew	Impact Tech, Inc
West investments IV, LLC	Interprivate III Financial Partners Inc.
William E. Oberndorf	IQTalent Partners Inc.
Yuval Grill	JacksonLewis
Zack Exley	Keesal, Young & Logan
Zion Consulting and Advisory LLC	Kijani Forestry Limited
<u>Independent Board Members</u>	KL2 Aspire LLC
Jeffrey Varsalone	Kroll Associates, Inc
R. Larence Roth	LA Clippers LLC

Lamar Texas Limited Partnership
Laurel Strategies, Inc
LinkedIn
Locus AG
Management of Native, a Public Benefit Corporation
McPherson Strategies LLC
Michael Best & Friedrich LLP
Microsoft Corporation
Mitchell Sandler LLC
Nathan Camuti
Native, a Public Benefit Corporation
Nixon Peabody LLP
Noble People
Oil Price Information Service, LLC
Path2Response LLC
Pendo.io, Inc.
Performcb LLC
Pineapple Sustainable Partnerships Ltd
Pivot Media Ventures LLC
Planet Labs PBC
Power Digital Marketing, Inc.
PricewaterhouseCoopers LLP
Prodege, LLC
Q2 Software, Inc. (Formerly ClickSWITCH)
Quantiphi, Inc.
Rokt Corp
S&P Global Inc.
Sandline Discovery LLC
Sidley Austin LLP
Sky-High Murals - Colossal Media, LLC
Slack Technologies, LLC
Slalom, LLC
Socure. Inc.
Stephen Klee
Sunshine Sachs
SuperMoney LLC
Taylor Media Corp
The Free Ride Inc (Circuit)
The Morning Consult, LLC
The National Society of Leadership and Success, LLC
The Young Turks, Inc.
TikTok Inc
Trees for the Future

Trove Research Limited
U.S. Chamber of Commerce
UBS Asset Management (Americas), Inc
Unit21, Inc
Uptech
URP XII XIII LLC
US Qatar Business Council
Wallsworth WFBM LLP
WNS Global Services UK International Limited
Woodruff Sawyer

Others former or Affiliated Executives

Andrei Cherny
Ibrahim Ameen AlHusseini
Joseph Sandberg

Professionals

BDO
CR3 Partners, LLC
Hilco Corporate Finance
Jeffrey Varsalone
Morris Nichols Arsht & Tunnell
Nate Redmond, AlphaEdison
Paul Edwards
Philip Kaminski
Proskaur
Robert J. Dehney, Sr.
Structured Capital Solutions
Verita
Vinny Indelicato, Proskauer
VRS Restructuring Services
Whiteford Taylor & Preston

Secured Lenders

AGO III, GP LLC, as Collateral Agent
AGO Special Situations II, LP
AGO Special Situations, LP
Inherent Aspiration, LLC
Inherent Group, LP
IPV ASP, LLC
Mark Villanueva
Nano Banc
Oak Tree Capital Management
Zion Consulting and Advisory LLC

SCHEDULE 2

BDO Schedule of Relationships with Parties-in-Interest

Adverse Litigation Parties

Perform [CB], LLC
Slalom, Inc.

Debtors

Aspiration Partners, LLC

Equity Holders

Alpha Edison, L.P.
Bank of America
Deloitte Services, LP
Inspira Financial
RxR Rocksolid LP

Other Creditors over \$10k as of 02/28/25

8020 Consulting LLC
Baker & Hostetler LLP
Baker McKenzie
Crown Castle Fiber LLC
Davis Wright Tremaine LLP
Dechert LLP
Jackson Lewis
LA Clippers LLC
LinkedIn
Michael Best & Friedrich LLP
Microsoft Corporation
Pendo.io, Inc.
Sidley Austin LLP
Woodruff Sawyer