

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

CTN HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10603 (TMH)

(Jointly Administered)

Related Docket Nos. 65, 171, 177 & 278

Supplemental Cure Objection Deadline:
July 14, 2025 at 4:00 p.m. (EST)

**SUPPLEMENTAL NOTICE OF (I) POSSIBLE TREATMENT
OF CONTRACTS AND LEASES, (II) FIXING OF CURE
AMOUNTS, AND (III) DEADLINE TO OBJECT THERETO**

PLEASE TAKE NOTICE that, on April 11, 2025, the above-captioned debtors and debtors in possession (the “Debtors”) filed the *Debtors’ Motion for Entry of an Order Approving (I)(A) The Debtors’ Entry into Stalking Horse Agreement and Related Expense Reimbursement; (B) the Bidding Procedures in Connection with the Sale of Substantially all of the Debtors’ Assets; (C) the Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases; (D) the Form and Manner of Notice of the Sale Hearing, Assumption Procedures, and Auction Results; and (E) Dates for an Auction and Sale Hearing; (II)(A) the Sale of Substantially All of the Debtors’ Assets Free and Clear of all Claims, Liens, Liabilities, Rights, Interests, and Encumbrances and (B) the Debtors’ Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [D.I. 65] (the “Motion”)², with the United States Bankruptcy Court for the District of Delaware (the “Court”), seeking, among other things, entry of an order (the “Sale Order”) authorizing and approving: (a) the sale (the “Sale”) of certain assets (the “Acquired Assets”) free and clear of all liens, claims, encumbrances, and other interests, with all such liens, claims, encumbrances, and other interests attaching with the same validity and priority to the Sale proceeds, to Inherent Aspiration, LLC (the “Stalking Horse Bidder”), except as set forth in the Stalking Horse Agreement and subject to higher or otherwise better offers; (b) the Debtors’ bidding procedures (the “Bidding Procedures”) in connection with the proposed auction (the “Auction”) for the Sale of the Acquired Assets, and (c) certain procedures for the assumption and assignment of executory contracts (the “Contracts”) and unexpired leases (the “Leases”) in connection with the Sale (the “Designation Procedures”).

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), Zero Carbon Holdings, LLC (1679) and Carbon Sequestration III, LLC (2344). 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 meanings ascribed to them in the Motion or the Bidding Procedures, as applicable.



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PLEASE TAKE FURTHER NOTICE that a hearing on the Motion was held on May 14, 2025, at 11:00 a.m. (ET) before the Honorable Thomas M. Horan, Bankruptcy Judge, United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Wilmington, Delaware 19801. At the hearing, the Court authorized entry of the order approving the Bidding Procedures and the Designation Procedures (the “Bidding Procedures Order”). The Bidding Procedures Order was entered on May 14, 2025 [D.I. 171].

PLEASE TAKE FURTHER NOTICE that, on June 3, 2025, the United States Bankruptcy Court for the District of Delaware entered the *Order (I) Approving the Sale of the Debtors’ Assets Free and Clear of Claims, Liens, and Encumbrances, (II) Approving the Assumption and Assignment of Designated Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [D.I. 274] (as amended, the “Sale Order”),² approving the sale of the Acquired Assets to the Stalking Horse Bidder pursuant to the Stalking Horse Purchase Agreement.

PLEASE TAKE FURTHER NOTICE that you are receiving this notice (the “Supplemental Cure Notice”) because you or one of your affiliates may be a counterparty to one or more of the Contracts and Leases with one or more of the Debtors as set forth on Exhibit A attached hereto (the “Contract and Lease Schedule”).³ Pursuant to the Sale Order, the Debtors may assume and assign to the Stalking Horse Bidder the Contract and/or Lease listed on the Contract and Lease Schedule, to which you are a counterparty, either as of the Closing Date or a later date pursuant to the Stalking Horse Agreement.

PLEASE TAKE FURTHER NOTICE that the Debtors have determined that the cure amounts necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Contracts and Leases (the “Cure Amounts”) are in the total amount as set forth on the Contract and Lease Schedule attached hereto as Exhibit A.

PLEASE TAKE FURTHER NOTICE that evidence of the Stalking Horse Bidder’s adequate assurance of future performance under the Contracts and Leases listed on the Supplemental Cure Notice is being sent to the respective Contract and Lease counterparties contemporaneously with the filing of this Notice.

PLEASE TAKE FURTHER NOTICE that if you (i) disagree with the proposed Cure Amounts, (ii) object to the potential assumption and assignment of the Contract or Lease to the Stalking Horse Bidder or (iii) object to whether the Stalking Horse Bidder can provide adequate assurance of future performance as required by section 365 of the Bankruptcy Court, you must file with the Court and serve an objection (an “Supplemental Cure Objection”) on the following parties so as to be actually received before **4:00 p.m. (prevailing Eastern Time) on July 14, 2025** (the “Supplemental Cure Objection Deadline”): (a) the Debtors, c/o CTN Holdings, Inc., 548 Market Street, PMB 72015, San Francisco, CA 64104-5401, Attn: Statton Hammock, and c/o CTN Holdings, Inc., 13355 Noel Road, Suite 2005, Dallas, TX 75240, Attn: Miles Staglik; (b) counsel to the Debtors, Whiteford, Taylor & Preston LLP., 3190 Fairview Park Drive, Suite 800, Falls Church, VA 22042-

² On June 5, 2025, the Court entered a corrected Sale Order making certain ministerial revisions to the Sale Order entered on June 3, 2025 [D.I. 278].

³ This Cure Notice is being sent to counterparties to contracts and leases that may be executory contracts and unexpired leases. This Cure Notice is not an admission by the Debtors that such contract or lease is executory or unexpired.

4510, Attn: David W. Gaffey (dgaffey@whitefordlaw.com), Brandy M. Rapp (brapp@whitefordlaw.com); (c) counsel to the Stalking Horse Bidder, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036-8299, Attn: Vincent Indelicato (vindelicato@proskauer.com) and One International Place, Boston, MA 02110, Attn: Charles A. Dale (cdale@proskauer.com), and Morris, Nichols, Arsht & Tunnell LLP, 1201 N. Market St, 16th Floor, Wilmington, DE 19801, Attn: Robert J. Dehney, Sr. (rdehney@morrisnichols.com), Matthew B. Harvey (mharvey@morrisnichols.com), Brenna A. Dolphin (bdolphin@morrisnichols.com); (d) the Office of the United States Trustee for the District of Delaware, 844 King Street, Room 2207, Wilmington, DE 19801, Attn: Jonathan W. Lipshie (jon.lipshie@usdoj.gov); and (e) counsel to the Official Committee of Unsecured Creditors, Gibbons, P.C., 300 Delaware Avenue, Suite 1015, Wilmington, DE 19801, Attn: Katharina Earle (kearle@gibbonslaw.com), and One Gateway Center, Newark, NY 07102, Attn: Robert K. Malone (rmalone@gibbonslaw.com), Brett S. Theisen (btheisen@gibbonslaw.com). All Objections must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules and any orders of the Court; and (iii) state with specificity the nature of the objection and, if the objection pertains to the Cure Amount, the correct cure amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof.

PLEASE TAKE FURTHER NOTICE that any party that fails to timely file a Supplemental Cure Objection shall be deemed to have consented to the assumption and assignment of the Contract or Lease to the Stalking Horse Bidder and the Cure Amounts proposed by the Debtors in this Supplemental Cure Notice, and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors or their estates (except, to the extent applicable, with respect to matters arising after the Closing and that are not otherwise paid in the ordinary course).

PLEASE TAKE FURTHER NOTICE that notwithstanding anything herein, this Supplemental Cure Notice shall not be deemed to be an assumption, rejection, or termination of any of the Contracts and Leases. Moreover, the Debtors explicitly reserve their rights to reject or assume any of the Contracts and Leases pursuant to section 365(a) of the Bankruptcy Code and nothing herein (a) alters in any way the prepetition nature of the Contracts and Leases or the validity, priority, or amount of any claims of counterparties to the Contracts and Leases against the Debtors that may arise under such Contracts and Leases, (b) creates a postpetition contract or agreement, or (c) elevates to administrative expense priority any claims of counterparties to the Contracts and Leases against the Debtors that may arise under such Contracts and Leases.

PLEASE TAKE FURTHER NOTICE that copies of the Motion (and all exhibits thereto), the Bidding Procedures Order, the Bidding Procedures, and Sale Order (and all exhibits thereto) are available for review free of charge by accessing <https://www.veritaglobal.net/CTNHoldings>.

Dated: July 2, 2025
Wilmington, Delaware

WHITEFORD, TAYLOR & PRESTON LLC³

/s/ Bradley P. Lehman

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Counsel to the Debtors and Debtors in Possession

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

EXHIBIT A

#	Contract Name	Company Party	Counterparty	Date Entered	Cure Cost	Address	Email
1	Employee Non-Disclosure and Invention Assignment Agreement	CTN Holdings, Inc.	Andrew Durke	4/6/2024	-	8409 Hempstead Road, Unit I, Houston, TX 77008	andrewdurke@gmail.com
2	Master Services Agreement	CTN Holdings, Inc.	BDO USA, P.C.	2/27/2025	\$143,174.00 ⁴	600 Anton Blvd., Costa Mesa, CA 92626	kwilkes@bdo.com
3	Statement of Work	CTN Holdings, Inc.	BDO USA, P.C.	2/27/2025	<i>See Above</i>	600 Anton Blvd., Costa Mesa, CA 92626	kwilkes@bdo.com
4	Order Form as governed by the Global Relay Master Terms of Service (available online at https://www.globalrelay.com/policies/master-terms-of-service/)	Aspiration Partners, Inc.	Global Relay Communications Inc.	5/6/2020	-	220 Cambie Street, 2nd Floor, Vancouver V68 2M9, Canada	accounting@globalrelay.net
5	Rippling Subscription Agreement	Aspiration Partners, Inc.	People Center, Inc. (dba Rippling)	1/26/2024	-	55 Second Street, Suite 1500, San Francisco, CA 94105	rhegde@rippling.com
6	Employee Non-Disclosure and Invention Assignment Agreement	Aspiration Partners, Inc.	Robert Lee	7/18/2021	-	1824 Calavera Place, Fullerton, CA 92833	lee.robz@gmail.com
7	Non-Circumvention and Commission Agreement	Catona Climate Solutions, LLC	Therm Solutions, Inc.	6/6/2025	-	170 S Poplar Rd, Lake Forest, IL 60045	jtinsley@therm.cool
8	Employee Non-Disclosure and Invention Assignment Agreement	Aspiration Partners, Inc.	Tracy Bain	7/7/2022	-	3734 Southeast Nehalem Street, Portland, OR 97202	baintk@gmail.com

⁴ For the avoidance of doubt, the Cure Cost with respect to BDO USA, P.C. (“BDO”) shall be that amount approved by order of the Bankruptcy Court following BDO’s filing of a fee application seeking approval of those fees and reimbursable costs incurred BDO in connection with the Debtors’ bankruptcy cases.