IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
FULCRUM BIOENERGY, INC., *et al.*,	Case No. 24-12008 (TMH)
Debtors.[1]	(Jointly Administered)
	Obj. Deadline: November 6, 2025, at 4:00 p.m. (ET) **Hearing Date: November 13, 2025, at 10:00 a.m. (ET)**

MOTION OF THE LIQUIDATION TRUST FOR ENTRY OF AN ORDER (I) TERMINATING KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT; (II) AUTHORIZING THE EMPLOYMENT AND RETENTION OF DONLIN, RECANO & COMPANY, LLC AS CLAIMS AND NOTICING AGENT; AND (III) GRANTING RELATED RELIEF

The Fulcrum Liquidation Trust (the "Liquidation Trust") established pursuant to the confirmed *Second Amended Joint Chapter 11 Plan of Liquidation* [D.I. 548-1] (as amended, supplemented or otherwise modified, the "Plan"), by and through its undersigned counsel, files this motion (the "Motion") for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Donlin Retention Order"), pursuant to section 156(c) of title 28 of the United States Code, section 105(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rule 2002-1(e) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the extent applicable, and the Court's Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c), instituted by the Clerk of the Court (the "Clerk") on February 1, 2012 (the "Claims Agent Protocol"), (i) terminating the services of Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as claims and noticing agent in the Chapter 11 Cases (as defined herein), (ii) appointing Donlin, Recano & Company, LLC

[1] The debtors and debtors in possession in these chapter 11 cases, along with each debtor's federal tax identification numbers are: Fulcrum BioEnergy, Inc. (3733); Fulcrum Sierra BioFuels, LLC (1833); Fulcrum Sierra Finance Company, LLC (4287); Fulcrum Sierra Holdings, LLC (8498). The location of the Debtors' service address is: Fulcrum BioEnergy Inc., P.O. Box 220 Pleasanton, CA 94566.

("Donlin Recano") as claims and noticing agent (the "Claims and Noticing Agent"), and (iii) granting related relief. In support thereof, the Liquidation Trust relies upon the *Declaration of Lisa Terry in Support of the Motion of the Liquidation Trust for Entry of an Order (I) Terminating Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent; (II) Authorizing the Employment and Retention of Donlin, Recano & Company, LLC as Claims and Noticing Agent; and (III) Granting Related Relief* (the "Terry Declaration") attached hereto as **Exhibit B**, and respectfully represents as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider 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 Liquidation Trust confirms its consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Local Rule 9013-1(f), to the entry of a final order to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

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

3. The statutory bases for the relief requested herein are section 105(a) of the Bankruptcy Code, Local Rule 2002-1(e), and 28 U.S.C. § 156(c).

BACKGROUND

4. On September 9, 2024, (the "Petition Date"), the above-captioned Debtors (the "Debtors") each filed a voluntary petition, thereby commencing these chapter 11 cases (the "Chapter 11 Cases") in the Court.

5. On September 12, 2024, the Court entered its *Order Appointing Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent, Effective Nunc Pro Tunc to*

the Petition Date [D.I. 50] (the "Verita Retention Order"). The Verita Retention Order approved, among other things, the appointment and retention of Verita as the Claims and Noticing Agent in the Chapter 11 Cases.

6. On April 14, 2025, the Court entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Debtors' Second Amended Joint Chapter 11 Plan of Liquidation* [D.I. 550] (the "Confirmation Order"), confirming the Plan. On May 5, 2025 (the "Effective Date"), the Plan went effective in accordance with its terms. *See Notice of (I) Entry of Order Confirming Debtors' Second Amended Joint Chapter 11 Plan of Liquidation and (II) Occurrence of Effective Date* [D.I. 575].

7. The Plan provides for the creation of the Liquidation Trust to succeed to the rights and obligations of the Debtors as set forth in, and to facilitate the administration of, the Plan. Pursuant to the Plan and the Liquidation Trust Agreement annexed to the Plan, the Liquidation Trust was created, and Wilmington Savings Fund Society, FSB was appointed as trustee of the Liquidation Trust as of the Effective Date.

RELIEF REQUESTED

8. By this Motion, the Liquidation Trust requests the entry of an order, substantially in the form of the Donlin Retention Order, (i) terminating Verita as Claims and Noticing Agent in the Chapter 11 Cases; (ii) authorizing the employment and retention of Donlin Recano as Claims and Noticing Agent in the Chapter 11 Cases, in accordance with the terms set forth in the Engagement Agreement attached hereto as **Exhibit C** (the "Engagement Agreement"); and (iii) granting related relief.

BASIS FOR RELIEF

I. Termination and Discharge of Verita

9. Section 105(a) of the Bankruptcy Code provides that, "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a).

10. Pursuant to the Verita Retention Order, the Court authorized Verita to provide claims and noticing services in the Chapter 11 Cases. Since its retention, including during the post-confirmation period, Verita continuously performed the claims and noticing services, including: (a) serving motions, orders, notices and other documents filed with the Court as directed by the Debtors (and post-Effective Date, the Liquidation Trust); (b) receiving and processing proofs of claim filed against the Debtors' estates; (c) maintaining the official claims register; and (d) hosting a public website and toll-free telephone number dedicated to providing information about the Chapter 11 Cases.

11. The services of Verita will no longer be needed upon the appointment of Donlin Recano. Verita has, to date, fully performed its duties under the Verita Retention Order, including by completing all mailings and otherwise processing all claims it has received in connection with the Chapter 11 Cases. Furthermore, Verita will ensure its compliance with Local Rule 2002-1(e)(x) upon entry of the Proposed Order by: (i) forwarding to the Clerk and Donlin Recano an electronic version of all proofs of claim, (ii) uploading the publicly available portions of the creditor matrix into CM/ECF, (iii) forwarding to the Clerk the sealed portions of the creditor matrix in the format requested by the Clerk, and (iv) docketing a final claims register.[2] As part of the

[2] Given that the Chapter 11 Cases are jointly administered, Verita shall "docket in the lead case a combined claims register containing claims from all cases, and also docket a case-specific final claims register and creditor mailing matrix in each respective jointly administered case." Local Rule 2002-1(e)(x).

transition of services as Claims and Noticing Agent from Verita to Donlin Recano, Verita will provide Donlin Recano with an electronic claims register with the following information for each claim docketed: (a) the claim number assigned, (b) the date the claim was filed or otherwise received, (c) the name and address of the claimant and agent, if applicable, who filed the claim, (d) the amount asserted, (e) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.), (f) any disposition of the claim, and (g) boxing and transporting all original claims to Donlin Recano.

12. Verita is aware of the Liquidation Trust's intention to terminate its retention in these Chapter 11 Cases and consents to the relief requested in this Motion.

II. The Need for Retention of a Replacement Claims and Noticing Agent

13. During the Chapter 11 Cases, Verita provided necessary services to the Debtors, including operating a website for the purpose of communicating with the Debtors' creditors and other potential stakeholders. To facilitate the smooth operation of the Liquidation Trust and the proper notice to creditors, equity holders, and other parties in interest, the Liquidation Trust seeks the assistance of Donlin Recano, in this instance as an experienced Claims and Noticing Agent.

III. Donlin Recano's Qualifications

14. Donlin Recano is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases and trusts established by chapter 11 plans. Donlin Recano's professionals have experience in noticing, claims administration, and facilitating other administrative aspects of liquidating trusts and chapter 11 cases and matters of this size and complexity. Donlin Recano's professionals have acted as official Claims and Noticing Agent in many large bankruptcy cases in this District and in other districts nationwide. *See e.g., In re Marin Software Incorporated*, Case No. 25-11263 (LSS) (Bankr. D. Del. 2025) [D.I. 27]; *In re Corvias Campus Living – USG, LLC*, Case No. 25-11214

(LSS) (Bankr. D. Del. 2025) [D.I. 140]; *In re Onyx Owner, LLC*, Case No. 24-12816 (CTG) (Bankr. D. Del. 2024) [D.I. 81]; *In re Rainbow Production Services, LLC, et al.*, Case No. 24-12564 (KBO) (Bankr. D. Del. 2024) [D.I. 49]; *In re American Tire Distributors, Inc., et al.*, Case No. 24-12391 (CTG) (Bankr. D. Del. 2024) [D.I. 81]; *In re Appgate, Inc., et al.*, Case No. 24-10956 (CTG) (Bankr. D. Del. 2024) [D.I. 56]; *In re Nogin, Inc., et al.*, Case No. 23-11945 (CTG) (Bankr. D. Del. 2023) [D.I. 49]; *In re Sherman/Grayson Hospital, LLC*, Case No. 23-10810 (JKS) (Bankr. D. Del. 2023) [D.I. 53]; *In re Tritek International Inc., et al.*, Case No. 23-10520 (TMH) (Bankr. D. Del. 2023) [D.I. 54]; *In re PLx Pharma Inc., et al. (n/k/a PLx Pharma Winddown Corp., et al.)*, Case No. 23-10456 (MFW) (Bankr. D. Del. 2023) [D.I. 50]; *In re SiO2 Medical Products, Inc., et al.*, Case No. 23-10366 (JTD) (Bankr. D. Del. 2023) [D.I. 73]; *In re HyreCar, Inc.*, Case No. 23-10259 (TMH) (Bankr. D. Del. 2023) [D.I. 38]; *In re Lucira Health, Inc.*, Case No. 23-10242 (MFW) (Bankr. D. Del. 2023) [D.I. 35]; *In re Taronis Fuels, Inc. et al*, Case No. 22- 11121 (BLS) (Bankr. D. Del. 2022) [D.I. 36]; *In re EHT US1, Inc., et al*, Case No. 21-10036 (KBO) (Bankr. D. Del. 2021) [D.I. 50]; *In re YouFit Health Clubs, LLC, et al.* Case No. 20-12841 (MFW) (Bankr. D. Del. 2020) [D.I. 39]; *In re Gorham Paper and Tissue, LLC,* Case 20-12814 (KBO) (Bankr. D. Del. 2020) [D.I. 44]; *In re FIC Restaurants, Inc. et al.*, Case No. 20-12807 (KBO) (Bankr. D. Del. 2020) [D.I. 59]; *In re Muji U.S.A Ltd.*, Case No. 20-11805 (MFW) (Bankr. D. Del. 2020) [D.I. 31].

IV. Services to be Provided

15. In its role as Claims and Noticing Agent, and pursuant to the Engagement Agreement, Donlin Recano will provide the Liquidation Trust with consulting services regarding noticing and claims management and reconciliation, distributions, and any other services agreed upon by the parties or otherwise required by applicable law, government regulations, or court rules or orders (the "Services").

V. Professional Compensation

16. The Liquidation Trust respectfully requests that the undisputed fees and expenses incurred by Donlin Recano in performance of the Services be paid in the ordinary course of business without further application to or order of the Court. Donlin Recano agrees to maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and to serve monthly invoices on the Liquidation Trust and any party-in-interest who specifically requests services of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

17. Prior to the date hereof, the Liquidation Trust provided Donlin Recano a retainer in the amount of $5,000.00, which was received by Donlin Recano on October 14, 2025. Donlin Recano seeks to hold the retainer under the Engagement Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

18. All charges shall be based upon the time and materials incurred by Donlin Recano, billed at the then prevailing standard rate as to all invoices to the Liquidation Trust under the Engagement Agreement (including billed rates, expenses, and any other charges). Donlin Recano may hold its advance pursuant to the Engagement Agreement as security for the payment of fees and expenses incurred under the Engagement Agreement.

19. Additionally, under the terms of the Engagement Agreement, the Liquidation Trust has agreed to indemnify and hold harmless Donlin Recano and its officers, directors, affiliates, agents, employees, consultants and subcontractors under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Donlin Recano's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement or the proposed Donlin Retention Order. The Liquidation Trust believes that such indemnification

obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in these Chapter 11 Cases. The terms of the Engagement Agreement and indemnification provisions included therein were negotiated at arms' length between Donlin Recano and the Liquidation Trust, and the Liquidation Trust believes that such indemnification obligations are customary, reasonable, and consistent with recent orders entered in this District and, therefore, should be approved. *See, e.g., In re Starry Grp. Holdings Inc.*, No. 23-10219 (KBO) (Bankr. D. Del. Feb. 20, 2023) [D.I. 61] (approving Verita retention application with indemnification provisions); *In re Stanadyne LLC*, No. 23-10207 (TMH) (Bankr. D. Del. Feb. 16, 2023) [D.I. 54] (same); *In re Secure Home Holdings LLC*, No. 21-10745 (JKS) (Bankr. D. Del. Apr. 27, 2021) [D.I. 55] (same).

VI. Disinterestedness

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

21. Moreover, in connection with its retention as Claims and Noticing Agent, Donlin Recano represents in the Terry Declaration, among other things, that:

a. Donlin Recano neither holds nor represents any interest adverse to the Debtors' estates in connection with any matters for which Donlin Recano will be employed;

b. Donlin Recano is not a creditor of the Debtors;

c. Donlin Recano will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;

d. By accepting employment in these Chapter 11 Cases, Donlin Recano waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;

e. In its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Donlin Recano will not be an agent of the United States and will not act on behalf of the United States;

f. Donlin Recano will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases;

g. Donlin Recano is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;

h. In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Donlin Recano will not intentionally misrepresent any fact to any person;

i. Donlin Recano shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;

j. Donlin Recano will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

k. None of the services provided by Donlin Recano as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk's office.

22. Donlin Recano will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

VII. Retention and Employment of Donlin Recano is Appropriate Pursuant to 28 U.S.C. § 156(c), Bankruptcy Code Section 105(a), and Local Rule 2002-1(e)

23. Although the Liquidation Trust has commenced administration of its services under the Plan and Liquidation Trust Agreement, it continues to face many obligations in connection with the Chapter 11 Cases and anticipates that there will be numerous entities that need to be noticed in connection therewith. In view of the number of claimants, the complexity of the claims

reconciliation process, and the ongoing administration of the Debtors' estates, the Liquidation Trust submits that the appointment of Donlin Recano as Claims and Noticing Agent is both necessary and in the best interests of the Liquidation Trust, its beneficiaries, the Debtors' estates and creditors because the Liquidation Trust would be relieved of the burdens associated with the notice and claim processing Services provided by Donlin Recano. Relieved of such burdens, the Liquidation Trust would be able to devote its full attention and resources to maximizing value for stakeholders and facilitating the orderly administration of the Chapter 11 Cases.

24. Bankruptcy Rule 2002 generally regulates what notices must be given to creditors and other parties in interest in bankruptcy cases. Under Bankruptcy Rule 2002(f), the Court may direct that some person other than the Clerk give notice of the various matters described herein and in the Engagement Agreement. Moreover, 28 U.S.C. § 156(c), which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use "facilities" or "services" other than the office of the Clerk for administration of bankruptcy cases. It, in relevant part, provides as follows:

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

28 U.S.C. § 156.

25. Under 28 U.S.C. § 156(c), 11 U.S.C. § 105(a), Local Rule 2002-1(e), and the Claims Agent Protocol, the Liquidation Trust is permitted to retain and employ Donlin Recano as Claims and Noticing Agent. This appointment satisfies the statutory requirements because (a) the Services will be paid from estate assets without cost to the United States, as required by 28 U.S.C. § 156(c) and (b) the appointment is necessary and appropriate to carry out the provisions of the Bankruptcy Code and facilitate continued administration of the Debtors' estates.

26. Accordingly, the Liquidation Trust respectfully requests entry of the Donlin Retention Order authorizing the Liquidation Trust to retain and employ Donlin Recano as Claims and Noticing Agent.

COMPLIANCE WITH CLAIMS AND NOTICING AGENT PROTOCOL

27. As the Debtors have previously satisfied the Claims Agent Protocol,[3] under the facts and circumstances and current stage of these cases, the Liquidation Trust requests that it be deemed to have satisfied the same or be granted a waiver from compliance with the same. To the extent that there is any inconsistency between this Motion, the Donlin Retention Order, and the Engagement Agreement, the Donlin Retention Order shall govern.

NOTICE

28. Notice of this Motion has been given to (i) the U.S. Trustee, (ii) Verita, (iii) Donlin Recano; and (iv) all parties that have renewed notice pursuant to Local Rule 2002-1(b). In light of the nature of the relief requested in this Motion, the Liquidation Trust respectfully submits that no further notice of this Motion is required.

[3] *See Debtors' Application for Entry of an Order Appointing Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent, Effective Nunc Pro Tunc to the Petition Date* [D.I. 4] ("The Debtors' selection of Verita to act as the Claims and Noticing Agent has satisfied the Court's Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c) (the "Claims Agent Protocol"), in that the Debtors have obtained and engagement proposals from at least two other court-approved claims and noticing agents to ensure selection through a competitive process.").

WHEREFORE, the Liquidation Trust respectfully requests that the Court enter the Donlin Retention Order, substantially in the form attached hereto: (i) terminating the services Verita as Claims and Noticing Agent in the Chapter 11 Cases, (ii) appointing Donlin Recano as Claims and Noticing Agent, and (iii) granting such other relief that the Court deems just and proper.

Dated: October 23, 2025
Wilmington, Delaware

MORRIS JAMES LLP

/s/ Eric J. Monzo
Jeffrey R. Waxman (DE Bar No. 4159)
Eric J. Monzo (DE Bar No. 5214)
Christopher M. Donnelly (DE Bar No. 7149)
3205 Avenue North Blvd., Suite 100
Wilmington, DE 19803
Telephone: (302) 888-6800
jwaxman@morrisjames.com
emonzo@morrisjames.com
cdonnelly@morrisjames.com

-and-

Todd C. Meyers, Esq. (admitted *pro hac vice*)
EVERSHEDS SUTHERLAND (US) LLP
999 Peachtree Street NW
Suite 2300
Atlanta, Georgia 30309
Telephone: (404) 868-6645
ToddMeyers@eversheds-sutherland.com

-and-

Todd C. Meyers, Esq. (admitted *pro hac vice*)
Jennifer B. Kimble, Esq. (admitted *pro hac vice*)
Sameer M. Alifarag, Esq. (admitted *pro hac vice*)
EVERSHEDS SUTHERLAND (US) LLP
The Grace Building, 40th Floor
1114 Avenue of the Americas
New York, New York 10036
Telephone: (212) 389-5000
Facsimile: (212) 389-5099
ToddMeyers@eversheds-sutherland.com
JenniferKimble@eversheds-sutherland.com
SameerAlifarag@eversheds-sutherland.com

Counsel to the Fulcrum Liquidation Trust

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
FULCRUM BIOENERGY, INC., *et al.*,	Case No. 24-12008 (TMH)
Debtors.[1]	(Jointly Administered)
	Re: D.I. ___

ORDER (I) TERMINATING KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL AS CLAIMS AND NOTICING AGENT; (II) AUTHORIZING THE EMPLOYMENT AND RETENTION OF DONLIN, RECANO & COMPANY, LLC AS CLAIMS AND NOTICING AGENT; AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the Fulcrum Liquidation Trust (the "Liquidation Trust"), for entry of an order pursuant to section 156(c) of title 28 of the United States Code, section 105(a) of the Bankruptcy Code, Local Rule 2002-1(e), and the Claims Agent Protocol, (i) terminating the retention and appointment of Kurtzman Carson Consultants, LLC dba Verita Global ("Verita") as Claims and Noticing Agent in the Chapter 11 Cases, (ii) appointing and retaining Donlin, Recano & Company, LLC ("Donlin Recano") as claims and noticing agent (the "Claims and Noticing Agent"), and (iii) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the Liquidation Trust's notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances

---

[1] The debtors and debtors in possession in these chapter 11 cases, along with each debtor's federal tax identification numbers are: Fulcrum BioEnergy, Inc. (3733); Fulcrum Sierra BioFuels, LLC (1833); Fulcrum Sierra Finance Company, LLC (4287); Fulcrum Sierra Holdings, LLC (8498). The location of the Debtors' service address is: Fulcrum BioEnergy Inc., P.O. Box 220 Pleasanton, CA 94566.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

and no other notice need be provided; and the Court having reviewed the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Liquidation Trust, its beneficiaries, the Debtors' estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. Upon entry of this Order, Verita shall: (a) forward to the Clerk and Donlin Recano an electronic version of all proofs of claim and a data export of all filed and scheduled claims, (ii) upload the publicly available portions of the creditor matrix into CM/ECF and send the creditor mailing list to Donlin Recano, (iii) forward to the Clerk the sealed portions of the creditor matrix in the format requested by the Clerk, (iv) provide to Donlin Recano a filed claim and schedules notice party list, disbursement address report, and a list of the core/2002 service list parties; (v) docket a final claims register and provide Donlin Recano with an electronic Claims Register with the following information for each claim docketed: (a) the claim number assigned, (b) the date the claim was filed or otherwise received, (c) the name and address of the claimant and agent, if applicable, who filed the claim, (d) the amount asserted, (e) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.), (f) any disposition of the claim, and (g) box and transport all original claims to Donlin Recano.

3. Verita shall docket in the lead case a combined claims register containing claims from all cases, and also docket a case-specific final claims register and creditor mailing matrix in each respective jointly administered case, in accordance with Local Rule 2002-1(e)(x).

4. The appointment and retention of Verita in the Chapter 11 Cases shall be terminated, and Verita is released and discharged as Claims and Noticing Agent in the Chapter 11 Cases and shall bear no further responsibility in these Chapter 11 Cases upon its completion of the services described in paragraphs 2 and 3 of this Order.

5. Verita shall be paid its final invoice for services provided to the Liquidation Trust as the Claims and Noticing Agent, plus all costs associated with the transfer of documents and related materials to Donlin Recano as the Claims and Noticing Agent.

6. Notwithstanding the terms of the Engagement Agreement attached to the Motion, the Motion is approved solely to the extent set forth herein.

7. The Liquidation Trust is authorized to retain Donlin Recano as Claims and Noticing Agent under the terms of the Engagement Agreement, and Donlin Recano is authorized and directed to perform the Services and any other noticing services and to receive, maintain, record, and otherwise administer the proofs of claim, and all related tasks, all as described in the Motion.

8. Donlin Recano shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the Chapter 11 Cases and is authorized and directed to maintain official claims registers for the Liquidation Trust, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

9. Donlin Recano is authorized to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

10. Donlin Recano is authorized to take such other action to comply with all duties set forth in the Motion.

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

12. Donlin Recano shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Liquidation Trust.

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

14. Donlin Recano may apply its retainer to all invoices, and Donlin Recano may hold its retainer pursuant to the Engagement Agreement as security for the payment of fees and expenses incurred under the Engagement Agreement.

15. The Liquidation Trust shall indemnify Donlin Recano under the terms of the Engagement Agreement, except in circumstances resulting solely from Donlin Recano's gross negligence or willful misconduct, or as otherwise provided in the Engagement Agreement.

16. In the event Donlin Recano is unable to provide the services set forth in this Order, Donlin Recano will immediately notify the Clerk and the Liquidation Trust's counsel and, upon approval of the Court, cause to have all original proofs of claim and information turned over to

another Claims and Noticing Agent with the advice and consent of the Clerk and the Liquidation Trust's counsel.

17. The Liquidation Trust and Donlin Recano are authorized to take all actions necessary or appropriate to effectuate the relief granted pursuant to this Order in accordance with the Motion.

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

19. Notwithstanding any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

20. Donlin Recano shall not cease providing claims processing services for any reason, including nonpayment, without an order of the Court.

21. In the event of any inconsistency between the Engagement Agreement, the Motion, and this Order, this Order shall govern.

EXHIBIT B

Terry Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
FULCRUM BIOENERGY, INC., *et al.*,	Case No. 24-12008 (TMH)
Debtors.[1]	(Jointly Administered)

DECLARATION OF LISA TERRY IN SUPPORT OF MOTION OF THE LIQUIDATION TRUST FOR ENTRY OF ORDER (I) TERMINATING KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL RETENTION AS CLAIMS AND NOTICING AGENT; (II) AUTHORIZING THE EMPLOYMENT AND RETENTION OF DONLIN, RECANO & COMPANY, LLC AS CLAIMS AND NOTICING AGENT; AND (III) GRANTING RELATED RELIEF

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

1. I the Senior Legal Director of Donlin, Recano & Company, LLC ("DRC"), a chapter 11 administrative services firm with offices at 200 Vesey Street, 24th Floor, New York, NY 10281. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This declaration is submitted in support of the *Motion of the Liquidation Trust for Entry of Order (I) Terminating Kurtzman Carson Consultants, LLC dba Verita Global Retention as Claims and Noticing Agent; (II) Authorizing the Employment and Retention of Donlin, Recano & Company, LLC as Claims and Noticing Agent; and (III) Granting Related Relief* (the "Motion").[2]

[1] The debtors and debtors in possession in these chapter 11 cases, along with each debtor's federal tax identification numbers are: Fulcrum BioEnergy, Inc. (3733); Fulcrum Sierra BioFuels, LLC (1833); Fulcrum Sierra Finance Company, LLC (4287); Fulcrum Sierra Holdings, LLC (8498). The location of the Debtors' service address is: Fulcrum BioEnergy Inc., P.O. Box 220 Pleasanton, CA 94566.

[2] Capitalized terms used but not otherwise defined herein have the meanings set forth in the Motion.

QUALIFICATIONS

3. DRC is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases and trusts established by chapter 11 plans. DRC's professionals have experience in noticing, claims administration, and facilitating other administrative aspects of liquidating trusts and chapter 11 cases and experience in matters of this size and complexity. DRC's professionals have acted as official claims and noticing agent in many bankruptcy cases in this District and in other districts nationwide. *See e.g., In re Marin Software Incorporated*, Case No. 25-11263 (LSS) (Bankr. D. Del. 2025) [D.I. 27]; *In re Corvias Campus Living – USG, LLC*, Case No. 25-11214 (LSS) (Bankr. D. Del. 2025) [D.I. 140]; *In re Onyx Owner, LLC*, Case No. 24-12816 (CTG) (Bankr. D. Del. 2024) [D.I. 81]; *In re Rainbow Production Services, LLC, et al.*, Case No. 24-12564 (KBO) (Bankr. D. Del. 2024) [D.I. 49]; *In re American Tire Distributors, Inc., et al*., Case No. 24-12391 (CTG) (Bankr. D. Del. 2024) [D.I. 81]; *In re Appgate, Inc., et al.*, Case No. 24-10956 (CTG) (Bankr. D. Del. 2024) [D.I. 56]; *In re Nogin, Inc., et al*., Case No. 23-11945 (CTG) (Bankr. D. Del. 2023) [D.I. 49]; *In re Sherman/Grayson Hospital, LLC*, Case No. 23-10810 (JKS) (Bankr. D. Del. 2023) [D.I. 53]; *In re Tritek International Inc., et al*., Case No. 23-10520 (TMH) (Bankr. D. Del. 2023) [D.I. 54]; *In re PLx Pharma Inc., et al. (n/k/a PLx Pharma Winddown Corp., et al.)*, Case No. 23-10456 (MFW) (Bankr. D. Del. 2023) [D.I. 50]; *In re SiO2 Medical Products, Inc., et al*., Case No. 23-10366 (JTD) (Bankr. D. Del. 2023) [D.I. 73]; *In re HyreCar, Inc.*, Case No. 23-10259 (TMH) (Bankr. D. Del. 2023) [D.I. 38]; *In re Lucira Health, Inc*., Case No. 23-10242 (MFW) (Bankr. D. Del. 2023) [D.I. 35]; *In re Taronis Fuels, Inc. et al*, Case No. 22- 11121 (BLS) (Bankr. D. Del. 2022) [D.I. 36]; *In re EHT US1, Inc., et al*, Case No. 21-10036 (KBO) (Bankr. D. Del. 2021) [D.I. 50]; *In re YouFit Health Clubs, LLC, et al.* Case No. 20-12841 (MFW) (Bankr. D. Del. 2020) [D.I. 39]; *In*

re Gorham Paper and Tissue, LLC, Case 20-12814 (KBO) (Bankr. D. Del. 2020) [D.I. 44]; *In re FIC Restaurants, Inc. et al.*, Case No. 20-12807 (KBO) (Bankr. D. Del. 2020) [D.I. 59]; *In re Muji U.S.A Ltd.*, Case No. 20-11805 (MFW) (Bankr. D. Del. 2020) [D.I. 31].

SERVICES TO BE PROVIDED

4. In its role as Claims and Noticing Agent, and pursuant to the Engagement Agreement, DRC will provide the Liquidation Trust with consulting services regarding noticing and claims management and reconciliation, distributions, and any other services agreed upon by the parties or otherwise required by applicable law, government regulations, or court rules or orders (the "Services"). In performing such Services, DRC will charge the Liquidation Trust the rates set forth in the Engagement Agreement, which rate structure is attached as Schedule A to Engagement Agreement.

5. DRC represents, among other things, the following:

a. DRC neither holds nor represents any interest adverse to the Debtors' estates in connection with any matters for which DRC will be employed;

b. DRC is not a creditor of the Debtors;

c. DRC will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;

d. By accepting employment in these Chapter 11 Cases, DRC waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;

e. In its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, DRC will not be an agent of the United States and will not act on behalf of the United States;

f. DRC will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases;

g. DRC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;

h. In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, DRC will not intentionally misrepresent any fact to any person;

i. DRC shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;

j. DRC will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and

k. None of the services provided by DRC as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk's office.

6. Although the Liquidation Trust does not propose to retain DRC under section 327 of the Bankruptcy Code pursuant to the Motion, I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the "Potential Parties in Interest") in these Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors or the Liquidation Trust and included the Debtors, the Debtors' current and former directors and officers, significant stockholders, secured creditors, top thirty (30) unsecured creditors (on a consolidated basis), and other parties. The results of the conflicts check were compiled and reviewed by employees of DRC, under my supervision. At this time, DRC is not aware of any relationship that would present a disqualifying conflict of interest. Should DRC discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, DRC will use reasonable efforts to promptly file a supplemental declaration.

7. DRC is a subsidiary of RCP Case Services Intermediate, LLC ("RCP"), which serves as the parent holding company for certain companies involved in class action and mass tort administration, as well as other legal products and services. Within the RCP structure, DRC operates as a separate and independent legal entity. Given the legal and operational separateness of DRC from RCP, DRC does not believe that any relationships maintained by RCP would create

an interest materially adverse to the Debtors' estates, creditors, or equity security holders. RCP and its subsidiaries do not provide advisory services in restructurings.

8. DRC and its personnel have, and will continue to have, relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the Debtors' cases. DRC may also provide professional services to entities or persons that may be creditors or parties in interest in these Chapter 11 Cases.

9. To the best of my knowledge, and based on information provided by the Debtors or the Liquidation Trust, such services do not directly relate to or have any direct connection with these Chapter 11 Cases, the Liquidation Trust, the Liquidation Trustee, the Debtors, or the Debtors' estates.

10. To the best of my knowledge, DRC (a) does not hold or represent an interest adverse to the Debtors' estates; (b) is a "disinterested person" that (i) is not a creditor, an equity security holder, or an insider, (ii) is not and was not, within two years before the Petition Date, a director, officer, or employee of any of the Debtors, and (iii) does not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason; and (c) has disclosed all of DRC's connections with the Debtors, its creditors, any other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

11. Based on the foregoing, I believe that DRC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is set to be engaged. Moreover, to the best of my knowledge and belief, neither DRC nor any of its

employees hold or represent any interest materially adverse to the Debtors' estates with respect to any matter upon which DRC is to be engaged.

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

Dated: October 23, 2025

/s/ Lisa Terry
Lisa Terry
Senior Legal Director
Donlin, Recano & Company, LLC
200 Vesey Street, 24th Floor
New York, NY 10281

Interested Parties List

Debtors
Fulcrum BioEnergy, Inc.
Fulcrum Sierra BioFuels, LLC
Fulcrum Sierra Finance Company, LLC
Fulcrum Sierra Holdings, LLC

Non-Debtor Affiliates
Fulcrum Technology Company, LLC
Fulcrum Brighton BioFuels, LLC
Fulcrum Centerpoint, LLC
Riley Land Management, LLC
Sierra Feedstock Processing, LLC
Fulcrum Trinity Fuels, LLC
Fulcrum BioEnergy, Ltd
Fulcrum BioEnergy Developments Ltd
Northpoint Holdco Limited
Fulcrum Nothpoint Limited

Banks
Wells Fargo
JPMorgan Chase
UMB Bank, N.A.
East West Bank
Director and Officers
Andrew C. Kidd
Carin Marcy Barth
Mark J. Smith
Richard D. Barraza

Professionals
Morris, Nichols, Arsht & Tunnell LLP
Kramer Levin Naftalis & Frankel LLP
Latham & Watkins LLP
Development Specialists, Inc.

Other Creditors
PCL Administration as Agent
Newtop Partners
Newtop Partners II
Crestline Praeter, L.P. – Fulcrum
BP Technology Ventures Limited
Rustic Canyon Ventures III, L.P.
Cathay Pacific Airways Limited

UMB Bank, N.A. as Trustee

DIP Lender
Switch Ltd.

Insurance Providers
Endurance American Specialty Insurance Company
RSUI Indemnity Company
Starr Indemnity & Liability Co
Argonaut Insurance Company
AIG/National Union Fire Insurance Company of Pittsburgh, PA
Sompro/Endurance American Specialty Insurance Company
AIG/National Union Fire Insurance Company of Pittsburgh, PA
Starr Technical Risks Agency
Great American Insurance Group
Starr Surplus Lines Insurance Company
Indian Harbor Insurance Company/XL Catlin
Zurich Insurance Company Ltd

Utility Providers
AT&T
Canyon General Improvement District
NV Energy
Sky Fiber Internet
Tri General Improvement District

Consolidated Top 30 Creditors
PCL Administration LLC as Specialty Welding & Turnarounds,
Rustic Canyon Ventures III
Schmueser & Associates, LLC
Aquatech International, LLC
Arvos GmbH - Schmidtsche Schak
Hogan Lovells
Spartan Companies 300 LLC
Linde Inc.
Siemens Energy, Inc.
C2C Technical Services LLC
Dresser-Rand Group Inc
Ankura Intermediate Holdings, LP
Aegion Energy Services, Inc (Brinderson, LLC)
The Colt Group Intermediate Holdings, LP
Deloitte & Touche LLP
JT Thorpe Industrial Inc.
Black & Veatch Corporation
Johnson Matthey Davy Technologies Ltd
Marathon Petroleum Company

Air Products
United Rentals (North America), Inc.
USA, LLC
Savage Services Corporation
Apex Grading & Paving, Inc.
Southern Industrial Constructors, Inc.
Becht Engineering Co., Inc.
DLA Piper LLP
Washington Mills Electro Minerals Corp.
Waste Management

US Trustee Office – District of Delaware

Andrew R. Vara
Lauren Attix
Malcolm M. Bates
Linda Casey
Joseph Cudia
Holly Dice
Shakima L. Dortch
Timothy J. Fox, Jr.
Michael Girello
Christine Green
Benjamin Hackman
Nyanquoi Jones
Hawa Konde
Jane Leamy
Jonathan Lipshie
Hannah M. McCollum
Jonathan Nyaku
James R. O'Malley
Linda Richenderfer
Richard Schepacarter
Edith A. Serrano
Rosa Sierra-Fox
Elizabeth Thomas
Dion Wynn

Bankruptcy Judges – District of Delaware

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

EXHIBIT C

Engagement Agreement

STANDARD CLAIMS ADMINISTRATION AND NOTICING AGREEMENT

TERMS AND CONDITIONS

Donlin, Recano & Company, LLC (hereinafter called "DRC") agrees to provide the **Liquidation Trust** (hereinafter called the "Client") for the bankruptcy estates of Fulcrum BioEnergy, Inc. and its debtor affiliates (collectively, "Fulcrum") and Client agrees to purchase Services (as defined below), on the terms and conditions and other provisions stated herein. Client agrees and understands that none of the Services constitute legal advice.

1. SERVICES: In accordance with the charges, terms and conditions contained in this agreement and in the schedule attached hereto (collectively, the "Agreement"), DRC agrees to provide the Client with consulting services regarding noticing and claims management and reconciliation, distributions, and any other services agreed upon by the parties or otherwise required by applicable law, government regulations, or court rules or orders. A more detailed description of the types of services offered by DRC, as well as the fees charged for such services, is annexed hereto as Schedule A.

2. CHARGES: All charges shall be based upon the time and materials incurred by DRC, billed at the DRC then prevailing standard rate as to all invoices to Client under this Agreement (including billed rates, expenses, and any other charges). DRC reserves its rights to adjust its standard rates in January of each year to reflect changes in the business and economic environment. In the event that rates are based other than on time and materials, and such other basis for rates is set forth herein, the Client agrees to pay, in addition to those rates, for all charges, incurred by DRC as a result of Client error or omission as determined by DRC. Such charges shall include, but shall not be limited to, re-runs and any additional clerical work, phone calls, travel expenses, or any other disbursements. When possible, DRC will notify Client in advance of any additional charges. Checks are accepted subject to collection and the date of collection shall be deemed the date of payment. Any check received from Client may be applied by DRC against any obligation owing by Client to DRC, and an acceptance by DRC of any partial payment shall not constitute a waiver of DRC's right to pursue the collection of any remaining balance. DRC requires advance deposits for all noticing, newspaper publishing or other significant expenditures as defined by DRC; provided, that DRC shall provide Client with at least three (3) business days' notice for all requests of an advance deposit. In addition, Client shall reimburse DRC for all actual out-of-pocket expenses reasonably and necessarily incurred by DRC. The out-of-pocket expenses may include, but are not limited to, postage, delivery services, travel, meals and other similar costs and expenses. In addition to all charges for Services and materials hereunder, Client shall pay to DRC all taxes, however designated, levied or based that are applicable to this Agreement or are measured directly by payments made under this Agreement and are required to be collected by DRC or paid by DRC to taxing authorities. This provision includes, but is not limited to, sales, use and excise taxes, but does not include personal property taxes or taxes based on net income. The parties intend that all of DRC's fees and expenses due under this Agreement shall be paid from the Liquidating Trust Assets (as defined in the Second Amended Joint Chapter 11 Plan of Liquidation, dated April 9, 2025, filed at Docket

No. 548-1 in Fulcrum's chapter 11 cases in the United States Bankruptcy Court for the District of Delaware (the "Plan")).

3. TRANSPORTATION OF DATA: Data submitted by the Client to DRC for processing shall be transported at the Client's risk and expense to and from the DRC office. In the event the Client fails to deliver the input data to DRC at the time scheduled, the Client agrees that DRC may extend, as necessary, the time for the completion of processing of such data. Client further agrees that the time for the completion or processing of such data may be extended because of the following holidays in addition to any Bank holidays recognized in the city in which DRC is located: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any event, DRC does not warrant or represent that shipment or availability dates will be met, but will use its best efforts to do so. If DRC is required to stay open to perform required tasks on such days, an additional mutually agreed upon cost may be required by DRC.

4. RETAINER & INVOICES: At the commencement of this engagement, the Client shall pay to DRC an advance payment retainer (the "Retainer") in the amount of $5,000. Client shall pay the charges set forth in Schedule A, attached hereto, on the terms set forth herein. DRC shall invoice the Client monthly for all services rendered during the preceding month. Charges for a partial month's service shall be prorated based on a thirty (30) day month. Terms are net 20 days following the date of billing. Failure to pay any fees, costs or other amounts to DRC shall be a breach of this Agreement (a "Failure to Pay"). Notwithstanding anything else contained in this Agreement, in the event of a Failure to Pay, DRC reserves the right to withhold reports and materials of the Client, in addition to all other remedies available to DRC. Upon a Failure to Pay, DRC may assess a late charge at a rate of one and one-half percent (1-1/2%) per month or the highest rate permitted by law, whichever is less, on all unpaid amounts until paid in full. DRC shall also have the right, at its option, to terminate this agreement for non-payment of invoices after 30 days from the date unpaid invoices are rendered (a "Non-Payment Breach"). If the invoice amount is disputed, notice shall be given to DRC within ten (10) days of receipt of the invoice by the Client. The undisputed portion of the invoice will remain due and payable. Late charges shall not accrue on any amounts in dispute. Notwithstanding anything contained in this agreement to the contrary, a Failure to Pay shall under no circumstances be construed as an agreement by DRC to reduce or waive DRC's fees and expenses. The Client shall not agree or otherwise consent to a unilateral reduction or waiver of DRC fees and expenses without the explicit written consent of DRC and any such agreement or consent to such reduction or waiver by the Client without DRC's explicit written consent shall be deemed null and void and constitute a breach of this Agreement (a "Client Material Breach"). Notwithstanding anything contained in this agreement to the contrary, upon the occurrence of a Client Material Breach, DRC shall have the right, at its option, to terminate this agreement upon five (5) business days' notice to the Client.

5. STORAGE: Client shall assume the risks and DRC shall not be responsible for any damages, liability or expenses incurred in connection with any delay in delivery of or damage to cards, disks, magnetic tapes or any input data furnished by Client unless DRC has agreed in writing to assume such responsibility. Forms storage at DRC beyond a normal 90-day supply will be billed at standard warehousing rates established by DRC.

6. <u>E-MAIL COMMUNICATIONS</u>: DRC and the Client and its agents acknowledge that they may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus-free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents, whether received on disk or otherwise.

7. <u>SUPPLIES</u>: All supplies shall be furnished at Client's expense.

8. <u>WARRANTY AND RELIANCE</u>: Client acknowledges and agrees that DRC will take direction from the Client's representatives, employees, agents and/or professionals (collectively, the "Client Parties") with respect to the Services being provided under this Agreement. Client and DRC agree that DRC may rely upon, and the Client agrees to be bound by, any requests, advice or information provided by the Client Parties to the same extent as if such requests, advice or information were provided by the Client. DRC shall have the right to rely on the accuracy of all data provided by the Client and the Client Parties to DRC. Client is responsible for the accuracy of all programs, data and other information it submits to DRC. The DRC warranty under this Agreement shall be limited to the re-running at its expense of any inaccurate reports; provided that such inaccuracies were caused solely as a result of performance hereunder; provided further that DRC shall receive written notice of such inaccuracies within thirty (30) days of delivery of such report. If said notice is not made to DRC within the prescribed time limit Client is due and liable for all charges with respect to the re-running of such reports. Client agrees that the foregoing constitutes the exclusive remedy available to it.

9. <u>TERM</u>: This Agreement shall be effective from the date upon which it is accepted by DRC as set forth herein and shall remain in force until terminated (a) by either party upon fourteen (14) days' written notice to the other party, (b) by DRC upon occurrence of a Non-Payment Breach or a Client Material Breach, as defined in paragraph 4 above, or (c) by the Client upon occurrence of DRC's material breach of its obligations under this Agreement, which termination, at Client's option, may be effective immediately. The payment obligation and the indemnity obligation set forth in sections 4 and 12 herein, respectively, shall survive termination of this Agreement. In the event this Agreement is terminated, DRC shall coordinate with the Client and, to the extent applicable, the Office of the Clerk of the United States Bankruptcy Court for the District of Delaware, for an orderly transfer of record keeping functions and shall provide all necessary staff, services and assistance required for such orderly transfer. Client agrees to pay for such services in accordance with DRC's then existing fees for such services.

10. <u>TERMS OF AGREEMENT</u>: No waiver, discharge, or modification of the terms of this

Agreement shall bind DRC unless in writing and signed by an authorized representative of DRC.

11. LIMITATION OF LIABILITY: Client agrees that the foregoing warranty is in lieu of all other warranties, express or implied, including, but not limited to, any implied warranty of merchantability, fitness or adequacy for any particular purpose or use, quality, productiveness or capacity. DRC shall be without liability to the Client with respect to anything done or omitted to be done, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct. DRC's liability to Client or any person claiming through or under Client for any Losses (as defined below) of any kind, even if DRC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of DRC, shall be limited to the total amount billed or billable to Client for the portion of the particular work which gave rise to the alleged loss. In no event shall DRC's liability to Client for any Losses (as defined below), whether direct or indirect, arising out of this Agreement exceed the total amount billed to Client and actually paid to DRC for the services contemplated under this Agreement. In no event shall DRC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the Services provided for in this Agreement, regardless of whether the claim is for breach of warranty, contract, tort (including negligence), strict liability or otherwise.

12. INDEMNIFICATION: The Client shall indemnify and hold DRC and its officers, directors, affiliates, agents, employees, consultants, and subcontractors (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs, obligations, judgments, causes of action, charges (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), arising out of or relating to (a) this Agreement or DRC's rendering of Services pursuant hereto (including any erroneous instructions or information provided to DRC by the Client or the Client Parties for use in providing Services under this Agreement), (b) any breach of this Agreement by Client, or (c) any negligence or willful or reckless actions or misconduct of Client or Client Parties with respect to this Agreement, other than Losses resulting from DRC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Parties solely in connection with this Agreement and the rendering of Services thereunder. The Client shall notify DRC in writing promptly of the institution, threat or assertion of any claim of which the Client is aware with respect to the Services provided by DRC under this Agreement. Such indemnity by the Liquidation Trust shall remain in full force and effect regardless of any investigation made by or on behalf of DRC and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to DRC's liabilities. For the avoidance of doubt, and notwithstanding anything to the contrary herein, neither Wilmington Savings Fund Society, FSB nor any other successor Liquidation Trustee (as defined in the Plan) shall have any indemnification or other obligations pursuant to this Agreement; it being acknowledged and agreed by each of the parties hereto that such obligations are solely the responsibility of the Liquidation Trust.

13. **CONFIDENTIALITY**: Each of DRC and the Client, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information (collectively, "Confidential Information") received from the other party in connection with the Services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency, court of competent jurisdiction, or other regulatory body, it may, upon not less than two (2) business days' written notice to the other party, release the required information, subject to any challenge raised or that may be raised by the other party (including by way of a temporary restraining order, permanent injunction, or other like mechanism to prevent the disclosure of such Confidential Information) before the relevant governmental agency, court or competent jurisdiction, or other regulatory body.

14. **OWNERSHIP OF PROGRAMS**: Unless otherwise agreed in writing, all programs developed by DRC in connection with any services to be performed under this Agreement shall remain the sole property of DRC. All programs and/or systems documentation in the possession of DRC which DRC has agreed in writing to return to the Client, prepared for the Client by DRC, shall be returned to the Client upon demand provided all charges for such programming and/or systems documentation have been paid in full.

15. **SYSTEMS IMPROVEMENTS**: DRC's policy is to provide continuous improvements in the quality of service to its clients. DRC, therefore, reserves the right to make changes in operating procedures, operating systems, programming languages, application programs, time period of accessibility, equipment, and the DRC data center serving the Client, so long as any such changes do not materially interfere with ongoing services provided to the Client in connection with the Client's case. Notwithstanding the foregoing, DRC agrees to provide Client and its representatives with two (2) business days' notice of any changes in operating procedures, operating systems, programming languages, application programs, time period of accessibility, equipment, and the DRC data center serving the Client that DRC anticipates may materially interfere with ongoing services to the Client under this Agreement.

16. **UNUSUAL MEASURES**: Where the Client requires measures that are unusual and beyond the normal business practice and hours of DRC such as, but not limited to, CPA Audit, Errors and Omissions Insurance, and/or Off-Premises Storage of Data, the cost of such measures, if provided by DRC, shall be charged to the Client. Said charges may be required in advance if DRC deems it appropriate.

17. **FORCE MAJEURE**: Whenever performance by DRC of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock out or other industrial or transportational disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reasons of any other matter beyond DRC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

18. **NOTICE**: Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in the United States mail, or, if sent by overnight courier, one business day after delivery to such courier, as follows: If to DRC, to: Donlin, Recano & Company, LLC, 200 Vesey Street, 24th Floor, New York, NY 10281, Attention: Roland Tomforde. If to the Client, to Wilmington Savings Fund Society, FSB, 500 Delaware Avenue, Wilmington, Delaware 19801, Attention: Patrick Healy with a copy to: Eversheds Sutherland (US) LLP, 999 Peachtree Street, NE, Atlanta, GA 30309, Attention: Todd C. Meyers, Esq. and Eversheds Sutherland (US) LLP, 1114 Avenue of the Americas, 40th Floor, New York, NY 10036, Attention: Jennifer B. Kimble, Esq.

19. **GOVERNING LAW**: This Agreement will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

20. **SEVERABILITY**: All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court of competent jurisdiction, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

21. **ASSIGNMENT**: This Agreement and the rights and obligations of DRC and the Client hereunder shall bind and inure to the benefit of any successors or assigns thereto.

22. **GENERAL**: The terms and conditions of this Agreement may be modified by DRC upon one (1) month's prior written notice to and consent of Client. Client will not employ any DRC employee within two (2) years from the termination of this Agreement. The term "this Agreement" as used herein includes any future written amendments, modifications, supplements or schedules duly executed by Client and DRC. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. A facsimile copy, photocopy or imaged copy of this Agreement shall be considered an original copy.

Accepted and Approved:

Donlin, Recano & Company, LLC

By: Roland Tomforde

Signature: Roland W. Tomforde

Title: Executive Vice President, Bankruptcy Solutions

Date: 10/8/2025

Accepted and Approved:

Fulcrum Liquidation Trust

By: Wilmington Savings Fund Society, FSB, solely in its capacity as Liquidation Trustee of the Fulcrum Liquidation Trust

By: Raye Goldsborough

Signature: Raye Goldsborough

Title: Vice President

Date: October 8, 2025

This Agreement is subject to the terms and conditions set forth herein. Client acknowledges reading and understanding it and agrees to be bound by its terms and conditions and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes all proposals oral or written and other prior communications between the parties relating to the subject matter of this Agreement.

SCHEDULE A
Fee Schedule

Professional Service	Hourly Rates
Senior Bankruptcy Consultant	$167 - $192
Case Manager	$145 - $169
Consultant/Analyst	$119- $145
Technology/Programming Consultant	$81 - $115
Clerical	$40 - $50

Noticing Service	
Laser Printing/ Photocopies	$.10 per Image
Personalization/ Labels	WAIVED
Fax (Incoming)	WAIVED
Fax Noticing	$.08 per Page
Postage and Overnight Delivery	At Cost
Electronic Noticing	WAIVED
Publication Services	At Cost

Claims Docketing and Management	
Website Development	$167 - $192
Web Hosting	$500 Monthly
Creditor Data Storage/ Electronic Document Storage	$.04 per record monthly
Document Imaging	$.08 per Image
Electronic Claims filing	No Set-up charge or per claim charge

Data Room Services	
DRC DocuLinks™ Virtual Data Room Services	Hosting WAIVED
Data Room Development	$90 per Hour

Miscellaneous	
Escrow Agent Services	Competitive Interest Rates
Out-of-Pocket Expenses (including any required travel)	At Cost
Call Center Operators	$65 per hour
Check Processing Fee	$2.50 per Check
Wire Transfer Fee	$2.50 per Transfer
W9 Form Issuance	$2.50 per Form
1099 Form Issuance	$2.50 per Form

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
FULCRUM BIOENERGY, INC., *et al.*,	Case No. 24-12008 (TMH)
Debtors.[1]	(Jointly Administered)
	Obj. Deadline: November 6, 2025, at 4:00 p.m. (ET) **Hearing Date: November 13, 2025, at 10:00 a.m. (ET)**

NOTICE OF MOTION OF THE LIQUIDATION TRUST FOR ENTRY OF ORDER (I) TERMINATING KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL RETENTION AS CLAIMS AND NOTICING AGENT; (II) AUTHORIZING THE EMPLOYMENT AND RETENTION OF DONLIN, RECANO & COMPANY, LLC AS CLAIMS AND NOTICING AGENT; AND (III) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that on October 23, 2025, the Fulcrum Liquidation Trust (the "Liquidation Trust"), by and through its undersigned counsel, filed the *Motion of the Liquidation Trust For Entry of Order (I) Terminating Verita Global Retention as Claims and Noticing Agent; (II) Authorizing the Employment and Retention of Donlin, Recano & Company, LLC as Claims and Noticing Agent; and (III) Granting Related Relief* (the "Motion") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that responses, if any, to the Motion must be filed and received before **November 6, 2025, at 4:00 p.m. (ET) (the "Objection Deadline")** with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the response on undersigned counsel.

PLEASE TAKE FURTHER NOTICE that a hearing to consider the Motion will be held on **November 13, 2025, at 10:00 a.m. (ET)** before the Honorable Thomas M. Horan, United States Bankruptcy Judge for the District of Delaware, 824 North Market Street, Fifth Floor, Courtroom 5, Wilmington, Delaware 19801.

IF NO OBJECTIONS ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN CONNECTION WITH SUCH PLEADINGS WITHOUT FURTHER NOTICE OR HEARING.

[1] The debtors and debtors in possession in these chapter 11 cases, along with each debtor's federal tax identification numbers are: Fulcrum BioEnergy, Inc. (3733); Fulcrum Sierra BioFuels, LLC (1833); Fulcrum Sierra Finance Company, LLC (4287); Fulcrum Sierra Holdings, LLC (8498). The location of the Debtors' service address is: Fulcrum BioEnergy Inc., P.O. Box 220 Pleasanton, CA 94566.

Dated: October 23, 2025

MORRIS JAMES LLP

/s/ Eric J. Monzo
Jeffrey R. Waxman (DE Bar No. 4159)
Eric J. Monzo (DE Bar No. 5214)
Christopher M. Donnelly (DE Bar No. 7149)
3205 Avenue North Blvd., Suite 100
Wilmington, DE 19803
Telephone: (302) 888-6800
jwaxman@morrisjames.com
emonzo@morrisjames.com
cdonnelly@morrisjames.com

-and-

Todd C. Meyers, Esq. (admitted *pro hac vice*)
EVERSHEDS SUTHERLAND (US) LLP
999 Peachtree Street NW
Suite 2300
Atlanta, Georgia 30309
Telephone: (404) 868-6645
ToddMeyers@eversheds-sutherland.com

-and-

Todd C. Meyers, Esq. (admitted *pro hac vice*)
Jennifer B. Kimble, Esq. (admitted *pro hac vice*)
Sameer M. Alifarag, Esq. (admitted *pro hac vice*)
EVERSHEDS SUTHERLAND (US) LLP
The Grace Building, 40th Floor
1114 Avenue of the Americas
New York, New York 10036
Telephone: (212) 389-5000
Facsimile: (212) 389-5099
ToddMeyers@eversheds-sutherland.com
JenniferKimble@eversheds-sutherland.com
SameerAlifarag@eversheds-sutherland.com

Counsel to the Fulcrum Liquidation Trust

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
FULCRUM BIOENERGY, INC., *et al.*,	Case No. 24-12008 (TMH)
Debtors.[1]	(Jointly Administered)

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of October, 2025, I caused to be filed with the Court electronically, and I caused to be served a true and correct copy of the *Motion of the Liquidation Trustee for Entry of an Order (I) Terminating Kurtzman Carson Consultants, LLC DBA Verita Global as Claims and Noticing Agent; (II) Authorizing the Employment and Retention of Donlin, Recano & Company, LLC as Claims and Noticing Agent; and (III) Granting Related Relief* upon the parties that are registered to receive notice via the Court's CM/ECF notification system and additional service was completed by electronic mail on the parties indicated on the attached service list.

/s/ Eric J. Monzo
Eric J. Monzo (DE Bar No. 5214)

[1] The debtors and debtors in possession in these chapter 11 cases, along with each debtor's federal tax identification numbers are: Fulcrum BioEnergy, Inc. (3733); Fulcrum Sierra BioFuels, LLC (1833); Fulcrum Sierra Finance Company, LLC (4287); Fulcrum Sierra Holdings, LLC (8498). The location of the Debtors' service address is: Fulcrum BioEnergy Inc., P.O. Box 220 Pleasanton, CA 94566.

Service List

Robert J. Dehney Sr., Esq.
Curtis S. Miller, Esq.
Daniel B. Butz, Esq.
Morris, Nichols, Arsht & Tunnell LLP
1201 N. Market Street. 16th Floor
P.O. Box 1347
Wilmington, DE 19899-1347
rdehney@morrisnichols.com
cmiller@morrisnichols.com
dbutz@morrisnichols.com

Counsel to the Debtors

Rosa Sierra-Fox, Esq.
The Office of the United States Trustee
for the District of Delaware
844 King Street, Room
2207, Wilmington, Delaware 19801
rosa.sierra-fox@usdoj.gov

United States Trustee

KCC dba Verita
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245
FulcrumInfo@veritaglobal.com

Claims and Noticing Agent

Lisa Terry
Andrew Logan
Donlin, Recano & Company, LLC,
200 Vesey Street, 24th Floor
New York, NY 10281
lterry@angeiongroup.com
alogan@angeiongroup.com

Claims and Noticing Agent