

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

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In re:	)	
	)	Chapter 11
FISKER AUTOMOTIVE HOLDINGS, INC., <u>et al.</u> , <sup>1</sup>	)	Case No. 13-13087 (KG)
	)	
Debtors.	)	(Jointly Administered)
	)	

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**MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER (A) AUTHORIZING THE  
EMPLOYMENT AND RETENTION OF BEILINSON ADVISORY GROUP, LLC  
AS RESTRUCTURING ADVISORS FOR THE DEBTORS, EFFECTIVE NUNC PRO  
TUNC TO THE PETITION DATE AND (B) WAIVING CERTAIN TIME-KEEPING  
REQUIREMENTS PURSUANT TO LOCAL RULE 2016-2(H)**

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The above-captioned debtors (collectively, the “Debtors”) file this motion (the “Motion”) for entry of an order, substantially in the form attached hereto as Exhibit A (the “Order”):

(a) authorizing the Debtors’ employment and retention of Beilinson Advisory Group, LLC and its subsidiaries, affiliates, agents, and independent contractors (collectively, “BAG”), as their restructuring advisors in connection with these chapter 11 cases effective nunc pro tunc to the Petition Date (as defined below), including the engagement of Marc Beilinson as Chief Restructuring Officer; and (b) waiving certain time-keeping requirements pursuant to Local Rule 2016-2(h). In support of this Motion, the Debtors submit the Declaration of Marc Beilinson, the Debtors’ Chief Restructuring Officer (the “Beilinson Declaration”), attached hereto as Exhibit B.

In further support of this Motion, the Debtors respectfully state as follows:

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<sup>1</sup> The Debtors, together with the last four digits of each Debtor’s federal tax identification number, are: Fisker Automotive Holdings, Inc. (9678); and Fisker Automotive, Inc. (9075). For the purpose of these chapter 11 cases, the service address for the Debtors is: 5515 E. La Palma Ave., Anaheim, California 92807.

### **Jurisdiction**

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 matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution.

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

3. The statutory bases for the relief requested herein are section 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) and Rule 2016-2(h) of the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

### **Relief Requested**

4. The Debtors seek entry of the Order pursuant to section 363(b) of the Bankruptcy Code: (a) authorizing the employment of BAG as their restructuring advisors in accordance with the terms and conditions set forth in the Engagement Letter (as defined below) effective nunc pro tunc to the Petition Date, including the engagement of Marc Beilinson as their Chief Restructuring Officer; and (b) waiving certain time-keeping requirements pursuant to Local Rule 2016-2(h).

### **Background**

5. On November 22, 2013 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On November 26, 2013, the Court entered an order

[Docket No. 52] authorizing the joint administration and procedural consolidation of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in the chapter 11 cases. On December 5, 2013, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 102].

6. The Debtors are leading designers and developers of electric vehicles with extended range technology, which are also known as Plug-in Hybrid Electric Vehicles, or “PHEVs.” The Debtors’ PHEVs combine performance, efficiency, and convenience with minimal environmental impact versus traditional internal combustion vehicles.

#### **BAG’s Qualifications**

7. BAG is a national management consulting firm with practices in diverse industries and experience assisting and advising companies in need of financial and operational turnaround and workout assistance, both in and out of court. BAG’s services have included assistance in bankruptcy reporting, developing and analyzing turnaround plans and financial restructurings, analyzing and evaluating their business impact, addressing accounting systems, designing and implementing operational management programs, managing and developing vendor relationships, negotiating plans of reorganization, and testifying regarding restructuring, feasibility, and other relevant issues.

8. BAG and its personnel have broad experience providing restructuring consulting services in chapter 11 proceedings and have an excellent reputation for the services it has rendered on behalf of debtors and creditors throughout the United States. The Debtors believe that BAG is well-qualified and able to advise the Debtors in a cost-effective, efficient, and timely manner. The Debtors have engaged BAG to provide restructuring consulting services related to

their restructuring efforts, subject to approval by the Court, pursuant to an engagement letter dated October 29, 2013 (the "Engagement Letter"). A copy of the Engagement Letter is annexed as Exhibit 1 to Exhibit A attached hereto and incorporated by reference herein.

**Services to Be Provided**

9. Pursuant to the Engagement Letter, the Debtors retained Marc Beilinson to serve as the Debtors' Chief Restructuring Officer ("CRO") as of October 29, 2013. In his capacity as CRO, Mr. Beilinson has assumed day-to-day responsibility for various aspects of the Debtors' operations and restructuring efforts and these chapter 11 cases to guide the Debtors through the restructuring process. In his capacity as CRO, Mr. Beilinson reports to the Debtors' boards of directors. Mr. Beilinson has worked as a restructuring attorney and consultant for over 30 years and has substantial knowledge and experience advising large companies in and out of bankruptcy and in assisting troubled companies with stabilizing their financial condition, analyzing their operations, and developing appropriate business plans to accomplish restructuring initiatives. By this Motion, the Debtors also seek authority to retain on a full-time basis other BAG team members with substantial restructuring experience to assist in the administration of the Debtors' chapter 11 estates.

10. Subject to further order of the Court and consistent with the Engagement Letter, the Debtors request approval of their employment and retention of BAG to render the following services:

- a. prepare the Debtors to file chapter 11, including compiling data and documents necessary to complete the bankruptcy petition process and to file "first day motions" with the court;
- b. assist with procuring and negotiating the terms of a debtor in possession lending facility and/or a cash collateral motion;
- c. direct and oversee the Debtors' sales process;

- d. assist with developing and negotiating a chapter 11 plan and disclosure statement;
- e. assist and advise in the compilation of data and analyses necessary to meet any reporting requirements mandated by the Debtors' current or future lenders;
- f. assist and advise in the compilation of data and analyses necessary to meet the financial reporting requirements mandated by the Bankruptcy Code and the U.S. Trustee's office;
- g. coordinate resources engaged in developing, implementing and negotiating restructuring proposals or strategic alternatives;
- h. coordinate corporate governance including meetings of, and reporting to, the Debtors' board of directors;
- i. prepare for court hearings and the argument of motions, and provide expert testimony as required; and
- j. perform such other services, consistent with the role of BAG, as requested or directed by the Debtors' board of directors.

11. BAG will carry out unique functions and will use reasonable efforts to coordinate its services with the Debtors and with the Debtors' other professionals to avoid unnecessary duplication of services provided by the other professionals that the Debtors have retained in these chapter 11 cases or the Debtors' senior management.

12. Since Mr. Beilinson has served as the Debtors' CRO on a prepetition basis, BAG may not be considered a "disinterested person" as defined by section 101(14) of the Bankruptcy Code. Under section 101(14), a person is not disinterested if, "within 2 years before the date of the filing of the petition, [that person was] a director, officer, or employee of the debtor." As noted above, Mr. Beilinson began serving as the Debtors' CRO on October 29, 2013 — prior to the Petition Date. As a result, the Debtors have sought authority to retain BAG under the terms of the Engagement Letter pursuant to section 363 of the Bankruptcy Code rather than section 327 out of an abundance of caution. Notwithstanding the appointment of Mr. Beilinson as the

Debtors' CRO, and as described more fully in the Beilinson Declaration, BAG does not hold or represent an adverse interest to the Debtors' estates.

### **Professional Compensation**

13. As set forth in the Engagement Letter, the Debtors compensate BAG for the services of Mr. Beilinson and other BAG personnel at a rate of \$150,000 per month and reimburse BAG for reasonable and documented out-of-pocket expenses. Further, the lender under the Debtors' postpetition secured financing facility (the "DIP Lender") has agreed to fund up to \$750,000 at the closing of the Debtors' contemplated sale for a Restructuring Fee (as defined in the Engagement Letter) payable to BAG upon the completion of a Restructuring (as defined in the Engagement Letter).<sup>2</sup> Pursuant to Section 2(b) of the Engagement Letter, the Debtors' board has approved a range of \$250,000–\$750,000 for the amount of the Restructuring Fee, with the amount ultimately payable by the Debtors subject to the Debtors' board's final approval. This compensation structure is designed to fairly compensate BAG for its work and to cover fixed and routine overhead expenses.

14. Prior to filing these chapter 11 cases, the Debtors provided BAG with a total retainer of \$150,000. BAG subsequently invoiced the Debtors for \$70,000, relating to all prepetition services provided by BAG, leaving a balance of \$80,000 on BAG's retainer. The Debtors do not owe any prepetition amounts to BAG.

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<sup>2</sup> The Engagement Letter defines "Restructuring" as "any arrangement where all or a material portion of the Company's capital structure is materially amended, restructured or reconfigured on terms acceptable to the Company. The previous sentence shall include, without limitation any material recapitalization, sale or restructuring (including, without limitation, through any exchange, conversion, cancellation, forgiveness, retirement and/or a material modification or amendment to the terms, conditions or covenants thereof) of the Company's preferred equity and/or debt securities and/or other indebtedness or obligations (including lease obligations, trade credit facilities and/or tort obligations), including pursuant to a repurchase, exchange transaction, plan or solicitation of consents, waivers, acceptances or authorizations."

15. If the Court grants the relief requested herein, BAG will be employed as the Debtors' restructuring advisors in these chapter 11 cases pursuant to section 363 of the Bankruptcy Code. As noted above, BAG may not be considered disinterested because Mr. Beilinson was engaged as the Debtors' CRO prior to the Petition Date. The Debtors have accordingly sought to retain BAG under section 363 out of an abundance of caution. To maintain transparency, the Debtors propose that BAG: (a) submit invoices to the Debtors monthly, and the Debtors shall be authorized (but not directed) to pay such invoices; and (b) file quarterly reports (each, a "Quarterly Report") of compensation paid and serve such quarterly reports in compliance with applicable law and any procedures governing the interim compensation of professionals in these chapter 11 cases as ordered by the Court; provided, that BAG will not be subject to timekeeping requirements pursuant to Local Rule 2016-2(h). Quarterly Reports will set forth the compensation earned by BAG and an itemization of the expenses incurred during the period and a summary of the services provided to the Debtors. Parties in interest shall have the right to object to fees paid to BAG when reports of compensation are filed with the Court by filing a written objection. Given the fixed fee structure of BAG's compensation, the Debtors believe these procedures are appropriate.

#### **Indemnification Agreement**

16. The Debtors have agreed to indemnify and to make certain contributions to BAG in accordance with the indemnification provisions set forth in paragraph 8 of the Engagement Letter (the "Indemnification Agreement"), as modified by the Order. The indemnification and contribution provisions set forth therein are customary and reasonable terms of consideration for advisors such as BAG for engagements both out-of-court and in chapter 11. The terms of the Indemnification Agreement were negotiated between the Debtors and BAG at arm's-length prior to BAG's engagement and Mr. Beilinson's appointment as CRO. The Debtors respectfully

submit that the Indemnification Agreement, as modified by the Order requested herein, is reasonable and in the best interests of the Debtors, their estates, and their creditors. Accordingly, as part of this Motion, the Debtors request that the Court approve the Indemnification Agreement as modified by the Order.

### **Basis for Relief**

17. The Court may authorize employment of BAG pursuant to section 363 of the Bankruptcy Code. Section 363 of the Bankruptcy Code provides, in relevant part, that a debtor in possession, “after notice and hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b). “In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions.” In re Montgomery Ward Holding Corp., 242 B.R. 147, 153 (Bankr. D. Del. 1999); see also In re Del. & Hudson Ry. Co., 124 B.R. 169, 175–76 (D. Del. 1991).

18. Bankruptcy courts in this district have analyzed the propriety of a debtor’s employment of corporate restructuring officers, restructuring advisors, and restructuring professionals under section 363 on numerous occasions and have determined that it is an appropriate exercise of the debtor’s business judgment to employ restructuring professionals in this manner. See, e.g., In re Revstone Indus., LLC, No. 12-13262 (BLS) (Bankr. D. Del. Mar. 21, 2013); In re S. Air Holdings, Inc., No. 12-12690 (CSS) (Bankr. D. Del. Jan. 28, 2013); In re Vertis Holdings, Inc., No. 12-12821 (CSS) (Bankr. D. Del. Nov. 20, 2012); In re WP Steel Venture LLC, No. 12-11661 (KJC) (Bankr. D. Del. July 3, 2012); In re Delta Petroleum Corp., No. 11-14006 (KJC) (Bankr. D. Del. Jan. 11, 2012).

19. Additionally, indemnification provisions of the type described herein have also been approved in other chapter 11 cases by courts in this district. See, e.g., In re Longview



Power, LLC, No. 13-12211 (BLS) (Bankr. D. Del. Sept. 24, 2013); In re Penson Worldwide, Inc., No. 13-10061 (PJW) (Bankr. D. Del. Feb. 7, 2013); In re Ritz Camera & Image, L.L.C., No. 12-11868 (KG) (Bankr. D. Del. July 27, 2012); In re The PMI Grp., Inc., No. 11-13730 (BLS) (Bankr. D. Del. Jan. 6, 2012); In re Pure Beauty Salons & Boutiques, Inc., No. 11-13159 (MFW) (Bankr. D. Del. Oct. 31, 2011).

20. The Debtors submit that the employment of BAG is a sound exercise of their business judgment pursuant to section 363 of the Bankruptcy Code. BAG can provide the Debtors with the substantial expertise necessary to maximize the value of the Debtors' estates during these chapter 11 cases. BAG personnel will be able to assist Debtors' existing management to ensure that the estate is managed so as to preserve and enhance value for all parties in interest. Denial of the Debtors' employment of BAG would unjustly disadvantage the Debtors and all parties in interest by denying them the assistance of uniquely qualified restructuring advisors who have significant experience assisting companies in distressed situations.

#### **Notice**

21. Notice of this Motion shall be provided to: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the official committee of unsecured creditors appointed in these chapter 11 cases; (c) counsel to PNC Bank, N.A., d/b/a Midland Loan Services, a division of PNC Bank, N.A., as successor by merger to Midland Loan Services, Inc., as collateral agent under that certain Amended and Restated Collateral Agency Agreement dated as of July 30, 2010; (d) the Internal Revenue Service; (e) the United States Department of Energy; (f) Silicon Valley Bank; (g) the Delaware Economic Development Authority; (h) counsel to the United States Department of Energy; (i) counsel to Hybrid Technology, LLC; (j) counsel to Hybrid Tech Holdings, LLC; and (k) any party that has requested notice pursuant

to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**No Prior Request**

22. No prior motion for the relief requested herein has been made to this or any other court.

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WHEREFORE, for the reasons set forth herein and in the Beilinson Declaration, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and such other and further relief as the Court deems appropriate.

Dated: December 13, 2013  
Wilmington, Delaware

*/s/ Peter J. Keane*

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Laura Davis Jones (DE Bar No. 2436)  
James E. O'Neill (DE Bar No. 4042)  
Peter J. Keane (DE Bar No. 5503)  
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- and -

James H.M. Sprayregen, P.C. (admitted pro hac vice)  
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Proposed Attorneys for the  
Debtors and Debtors in Possession

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

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In re:	)	
	)	Chapter 11
	)	
FISKER AUTOMOTIVE HOLDINGS, INC., <u>et al.</u> , <sup>1</sup>	)	Case No. 13-13087 (KG)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	

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**Objection Deadline: December 27, 2013 at 4:00 p.m. (prevailing Eastern Time)  
Hearing Date: January 3, 2014 at 9:30 a.m. (prevailing Eastern Time)**

**NOTICE OF MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER  
(A) AUTHORIZING THE EMPLOYMENT AND RETENTION OF BEILINSON  
ADVISORY GROUP, LLC AS RESTRUCTURING ADVISORS FOR THE  
DEBTORS, EFFECTIVE NUNC PRO TUNC TO THE PETITION DATE  
AND (B) WAIVING CERTAIN TIME-KEEPING REQUIREMENTS  
PURSUANT TO LOCAL RULE 2016-2(H)**

To: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the official committee of unsecured creditors appointed in these chapter 11 cases; (c) counsel to PNC Bank, N.A., d/b/a Midland Loan Services, a division of PNC Bank, N.A., as successor by merger to Midland Loan Services, Inc., as collateral agent under that certain Amended and Restated Collateral Agency Agreement dated as of July 30, 2010; (d) the Internal Revenue Service; (e) the United States Department of Energy; (f) Silicon Valley Bank; (g) the Delaware Economic Development Authority; (h) counsel to the United States Department of Energy; (i) counsel to Hybrid Technology, LLC; (j) counsel to Hybrid Tech Holdings, LLC; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002.

**PLEASE TAKE NOTICE** that on December 13, 2013, the above-captioned debtors and debtors in possession (collectively, the “Debtors”), filed the *Motion of the Debtors for Entry of an Order (A) Authorizing the Employment and Retention of Beilinson Advisory Group, LLC as Restructuring Advisors for the Debtors, Effective Nunc Pro Tunc to the Petition Date and (B) Waiving Certain Time-Keeping Requirements Pursuant to Local Rule 2016-2(H)*

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<sup>1</sup> The Debtors, together with the last four digits of each Debtor’s federal tax identification number, are: Fisker Automotive Holdings, Inc. (9678); and Fisker Automotive, Inc. (9075). For the purpose of these chapter 11 cases, the service address for the Debtors is: 5515 E. La Palma Ave., Anaheim, California 92807.

(the "Motion") with the Clerk of the United States Bankruptcy Court for the District of Delaware.

**PLEASE TAKE FURTHER NOTICE** that any response or objection to the relief sought in the Motion must be filed with the Bankruptcy Court on or before **December 27, 2013 at 4:00 p.m. (prevailing Eastern Time)**.

**PLEASE TAKE FURTHER NOTICE** that at the same time, you must also serve a copy of the response or objection upon: (i) [proposed] counsel to the Debtors: (a) Kirkland & Ellis LLP, 300 North LaSalle, Chicago, IL 60654, Attn: James H.M. Sprayregen, P.C., Esquire, Anup Sathy, P.C., Esquire, and Ryan Preston Dahl, Esquire, and (b) Pachulski Stang Ziehl & Jones, LLP, 919 North Market Street, 17<sup>th</sup> Floor, Wilmington, Delaware 19801, Attn: Laura Davis Jones, Esquire; (ii) [proposed] counsel to the Official Committee of Unsecured Creditors: (a) Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attn: William R. Baldiga, Esquire, and (b) Saul Ewing LLP, 222 Delaware Avenue, Suite 1200, P.O. Box 1266, Wilmington, Delaware 19899, Attn: Mark Minuti, Esquire, and Lucian B. Murley, Esquire; and (iii) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 Attn: Mark Kenney, Esquire.

**PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.**

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**PLEASE TAKE FURTHER NOTICE THAT, IF OBJECTIONS OR RESPONSES ARE TIMELY FILED AND SERVED IN ACCORDANCE WITH THIS NOTICE, A HEARING ON THE MOTION WILL BE HELD BEFORE THE HONORABLE KEVIN GROSS, CHIEF UNITED STATES BANKRUPTCY JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 6TH FLOOR, COURTROOM NO. 3, WILMINGTON, DELAWARE 19801 ON **JANUARY 3, 2014 AT 9:30 A.M. (PREVAILING EASTERN TIME).****

Dated: December 13, 2013  
Wilmington, Delaware

/s/ Peter J. Keane

Laura Davis Jones (DE Bar No. 2436)  
James E. O'Neill (DE Bar No. 4042)  
Peter J. Keane (DE Bar No. 5503)  
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- and -

James H.M. Sprayregen, P.C. (admitted pro hac vice)  
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Proposed Attorneys for the  
Debtors and Debtors in Possession

**EXHIBIT A**

**Proposed Order**

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

	)	
In re:	)	Chapter 11
	)	
FISKER AUTOMOTIVE HOLDINGS, INC., <u>et al.</u> , <sup>1</sup>	)	Case No. 13-13087 (KG)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Re: Docket No. [__]

**ORDER (A) AUTHORIZING THE EMPLOYMENT AND  
RETENTION OF BEILINSON ADVISORY GROUP, LLC AS  
RESTRUCTURING ADVISORS FOR THE DEBTORS, EFFECTIVE  
NUNC PRO TUNC TO THE PETITION DATE AND (B) WAIVING CERTAIN  
TIME-KEEPING REQUIREMENTS PURSUANT TO LOCAL RULE 2016-2(H)**

Upon the motion (the “Motion”) of the above-captioned debtors (collectively, the “Debtors”) for entry of this Order<sup>2</sup> (a) authorizing the Debtors to employ and retain Beilinson Advisory Group, LLC and its subsidiaries, affiliates, agents, and independent contractors (collectively, “BAG”) as their restructuring advisors, effective nunc pro tunc to the Petition Date and (b) waiving certain time-keeping requirements pursuant to Local Rule 2016-2(h), all as more fully set forth in the Motion; and upon the First Day Declaration; and upon the Beilinson Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that

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<sup>1</sup> The Debtors, together with the last four digits of each Debtor’s federal tax identification number, are: Fisker Automotive Holdings, Inc. (9678); and Fisker Automotive, Inc. (9075). For the purpose of these chapter 11 cases, the service address for the Debtors is: 5515 E. La Palma Ave., Anaheim, California 92807.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.



venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The Debtors are authorized pursuant to section 363 of the Bankruptcy Code to employ and retain BAG as their restructuring advisor in accordance with the terms and conditions set forth in the Engagement Letter attached hereto as Exhibit 1, including the Indemnification Agreement attached thereto, effective nunc pro tunc to the Petition Date.
3. The Debtors are authorized, but not directed, to retain Marc Beilinson as their Chief Restructuring Officer.
4. BAG shall: (a) submit invoices to the Debtors monthly, and the Debtors shall be authorized (but not directed) to pay such invoices in accordance with the Engagement Letter (including with respect to any Restructuring Fee approved by the Debtors' board of directors); and (b) file Quarterly Reports with the Court and serve such Quarterly Reports in compliance with applicable law and any procedures governing the interim compensation of professionals in

these chapter 11 cases as ordered by the Court; provided, that BAG will not be subject to the timekeeping requirements of Local Rule 2016-2, pursuant to Local Rule 2016-2(h).

5. Parties in interest shall have the right to object to fees and reimbursements paid to BAG when Quarterly Reports are filed with the Court in accordance with any applicable orders entered by the Court.

6. Notwithstanding any provision to the contrary in the Engagement Letter, BAG shall be deemed to have waived, and shall not raise or assert any defense, based upon jurisdiction, venue, abstention, or otherwise to the jurisdiction and venue of this Court or (if the reference is withdrawn) the District Court for the District of Delaware to hear or determine any controversy or claims with respect to, in connection with, arising out of, or in any way related to BAG's engagement in these chapter 11 cases.

7. No principal, employee, or independent contractor of BAG shall serve as a director of any of the Debtors during the pendency of these chapter 11 cases.

8. For a period of three years after the conclusion of BAG's engagement, neither BAG nor any of its affiliates shall make any investments in the Debtors or any reorganized Debtors.

9. BAG's Indemnification Agreement shall be deemed amended as follows:

- a. Subject to the provisions of subparagraph (c) below, the Debtors are authorized to indemnify, and to provide reimbursement to, and shall indemnify and provide reimbursement to, BAG in accordance with the Indemnification Agreement, for any claim arising from, related to, or in connection with the services provided for in the Engagement Letter, but not for any claim arising from, related to, or in connection with BAG's postpetition performance of any other services unless such postpetition services and indemnifications therefore are approved by the court.
- b. Notwithstanding anything to the contrary in the Engagement Letter or the Indemnification Agreement, the Debtors shall have no obligation to indemnify BAG or provide reimbursement to BAG (i) for any claim or expense that is judicially determined (the determination having become final and no longer subject to appeal) to have arisen from BAG's bad faith, self-dealing, breach of

fiduciary duty (if any), gross negligence, or willful misconduct, or (ii) for a contractual dispute in which the Debtors allege breach of BAG's contractual obligations unless the Court determines that indemnification or reimbursement would be permissible pursuant to In re United Artists Theatre Co., 315 F.3d 217 (3d Cir. 2003), or (iii) for any claim or expense that is 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) below, to be a claim or expense for which BAG should not receive indemnity, or reimbursement under the terms of the Indemnification Agreement as modified by this Order.

- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become final and no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, BAG believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification and/or reimbursement obligations under the Indemnification Agreement (as modified by this Order), including without limitation the advancement of defense costs, BAG must file an application therefore in this Court, and the Debtors may not pay any such amounts to BAG before the entry of an order by this Court approving such payment. This subparagraph (c) only specifies the period of time under which the Court shall have jurisdiction over any request for fees and expenses for indemnification or reimbursement and does not limit the duration of the Debtors' obligation to indemnify or reimburse BAG.
  - d. In the event that BAG seeks reimbursement for attorneys' fees from the Debtors pursuant to the Indemnification Agreement, the invoices and supporting time records from such attorneys shall be included in BAG's own monthly fee statement and shall be subject to the same payment procedures applicable to professionals in these chapter 11 cases.
  - e. The Indemnification Agreement shall apply solely to claims of BAG and the Debtors against each other, and shall not apply if the Debtors or a representative of the estates asserts a claim for, and a court determines by final order that such claim arose out of, BAG's own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct.
  - f. To the extent this Order is inconsistent with the Engagement Letter or Indemnification Agreement, this Order shall govern.
10. The Debtors are authorized to take all actions necessary to effectuate the relief

granted in this Order in accordance with the Motion.

11. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

12. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: \_\_\_\_\_, 2013  
Wilmington, Delaware

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The Honorable Kevin Gross  
Chief United States Bankruptcy Judge

**EXHIBIT 1**

**BAG Engagement Letter**

B·E·I·L·I·N·S·O·N | A·D·V·I·S·O·R·Y | G·R·O·U·P

October 29, 2013

Fisker Automotive, Inc.

Dear Board Members:

This letter sets forth the terms and conditions of the engagement between Beilinson Advisory Group (“BAG”), on the one hand, and Fisker Automotive Holdings, Inc. and Fisker Automotive, Inc. (collectively, the “Company”), on the other hand, including the scope of the services to be performed and the basis of compensation for those services. Upon execution of this letter by each of the parties below and receipt of the retainer described below, this letter will constitute an agreement (“Agreement”) between the Company and BAG.

1. Description of Services

- a. Officers. In connection with this engagement, BAG shall make available to the Company:
  - (i) Marc Beilinson to serve as the Chief Restructuring Officer (the “CRO”); and
  - (ii) Such additional personnel as are necessary to assist in the performance of the duties set forth in clause 1.b below (the “Additional Personnel”).
- b. Duties. The CRO, together with any Additional Personnel, in cooperation with the other officers of the Company, shall be authorized to:
  - (i) prepare the Company to file Chapter 11, including compiling data and documents necessary to complete the bankruptcy petition process and to file “first day motions” with the court;
  - (ii) assist with procuring and negotiating the terms of a Debtor-in-Possession lending facility and/or a cash collateral motion;
  - (iii) direct and oversee the potential sales process;
  - (iv) assist with developing and negotiating a chapter 11 plan and disclosure statement;
  - (v) assist and advise in the compilation of data and analyses necessary to meet any reporting requirements mandated by the Company’s current or future lenders;
  - (vi) assist and advise in the compilation of data and analyses necessary to meet the financial reporting requirements mandated by the Bankruptcy Code and the U.S. Trustee’s office;

- (vii) coordinate resources engaged in developing, implementing and negotiating restructuring proposals or strategic alternatives;
  - (viii) coordinate corporate governance including meetings of, and reporting to, the Company's Board of Directors (the "Board");
  - (ix) prepare for court hearings and the argument of motions, and provide expert testimony as required; and
  - (x) perform such other services, consistent with the role of BAG, as requested or directed by the Board.
- c. Reporting. The CRO and any Additional Personnel shall report solely to the Board. All employees of the Company and the Company's professionals, other than legal counsel, shall report to the CRO.
- d. Employment by BAG. The CRO and any Additional Personnel will continue to be employed by BAG and while rendering services to the Company will continue to work with other personnel at BAG in connection with other unrelated matters. With respect to the Company, however, the CRO and any Additional Personnel shall operate under the direction of the Board, and BAG shall have no liability to the Company for any acts or omissions of such officers.
- e. Projections; Reliance; Limitation of Duties. The Company understands that (a) the services to be rendered by the CRO and any Additional Personnel may include the presentation of projections and other forward-looking statements, (b) the CRO and Additional Personnel will be relying on information provided by other members of the Company's management and the Company's asset and property managers in the preparation of projections and other forward-looking statements and (c) numerous factors can affect the actual results of the Company, which may materially and adversely differ from those projections and other forward-looking statements. Neither the CRO, any Additional Personnel nor BAG makes any representation or guarantee that an appropriate restructuring proposal or strategic alternative can be formulated for the Company, that any restructuring proposal or strategic alternative presented to the Board will be more successful than all other possible restructuring proposals or strategic alternatives, that restructuring is the best course of action for the Company or, if formulated, that any proposed restructuring proposal or strategic alternative will be accepted by any of the Company's creditors, shareholders and other constituents. Further, neither the CRO, any Additional Personnel nor BAG assumes responsibility for the selection of any particular restructuring proposal or strategic alternative, and the CRO and any Additional Personnel shall be responsible for implementation only of the restructuring proposal or strategic alternative approved by the Board and only to the extent and in the manner authorized and directed by the Board.

2. Compensation

- a. BAG will be paid by the Company for the services of the CRO and the Additional Personnel the sum of \$150,000 per month.
- b. In addition, BAG and the Board will negotiate in good faith with respect to an additional fee (“Restructuring Fee”) that would be payable in cash upon completion of a Restructuring based upon the results of the Restructuring and subject to any necessary court approvals; provided that it is acknowledged and agreed that the Company shall have no obligation to agree to any Restructuring Fee.
- c. In addition, BAG will be reimbursed by the Company for the reasonable and documented out-of-pocket expenses of the CRO and any Additional Personnel incurred in connection with this assignment, such as travel, lodging, third party duplication, messenger and telephone charges. All fees and expenses due to BAG will be billed on a monthly basis.
- d. The Company will remit to BAG a retainer in the amount of \$150,000. This amount shall be carried by BAG (but not in a separate bank account) and credited against any amounts due at the termination of this engagement and returned upon the satisfaction of all obligations hereunder.
- e. For purposes of this Agreement, the term “Restructuring” shall mean any arrangement where all or a material portion of the Company’s capital structure is materially amended, restructured or reconfigured on terms acceptable to the Company. The previous sentence shall include, without limitation any material recapitalization, sale or restructuring (including, without limitation, through any exchange, conversion, cancellation, forgiveness, retirement and/or a material modification or amendment to the terms, conditions or covenants thereof) of the Company’s preferred equity and/or debt securities and/or other indebtedness or obligations (including lease obligations, trade credit facilities and/or tort obligations), including pursuant to a repurchase, exchange transaction, plan or solicitation of consents, waivers, acceptances or authorizations.

3. Term

The engagement will commence as of the date hereof and may be terminated by either party without cause by giving 30 days’ written notice to the other party.

4. No Audit, Duty to Update.

It is understood that the CRO, any Additional Personnel and BAG are not being requested to perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body. They are entitled to rely on the accuracy and validity of the data disclosed to them or supplied to them by employees and representatives of the Company. The CRO,



any Additional Personnel and BAG are under no obligation to update data submitted to them or review any other areas unless specifically requested by the Board to do so.

5. No Third Party Beneficiary.

The Company acknowledges that all advice (written or oral) given by BAG to the Company in connection with this engagement is intended solely for the benefit and use of the Company in considering the matters to which this engagement relates.

6. Conflicts.

BAG is not currently aware of any relationship that would create a conflict of interest with the Company or those parties-in-interest of which you have made us aware. Because BAG is a consulting firm that serves clients, both in and out of court, it is likely that BAG may have rendered or will render services to or have business associations with other entities or people which had or have or may have relationships with the Company. In the event you accept the terms of this engagement, BAG will not represent, and BAG has not represented, the interests of any such entities or people in connection with this matter.

7. Confidentiality.

The CRO, any Additional Personnel and BAG shall keep as confidential all nonpublic information received from the Company in conjunction with this engagement, except (i) as requested by the Company or its legal counsel; (ii) as required by legal proceedings or (iii) as reasonably required in the performance of this engagement. All obligations as to non-disclosure shall cease as to any part of such information to the extent that such information is or becomes public other than as a result of a breach of this provision.

8. Indemnification.

The Company shall indemnify the CRO to the same extent as the most favorable indemnification it extends to its officers or directors, whether under the Company's bylaws, its certificate of incorporation, by contract or otherwise, and no reduction or termination in any of the benefits provided under any such indemnities shall affect the benefits provided to the CRO or any Additional Personnel. The CRO shall be covered as an officer under the Company's director and officer liability insurance policy. The provisions of this section 8 are in the nature of contractual obligations and no change in applicable law or the Company's charter, bylaws or other organizational documents or policies shall affect the CRO's or any Additional Personnel's rights hereunder.

9. Continuation of Terms:


The following provisions survive termination of this Agreement for a period of two years following the effectiveness of any termination: Section 2(b); 7 & 8.

10. Miscellaneous.

This Agreement (a) shall be governed and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof; (b) incorporates the entire understanding of the parties with respect to the subject matter thereof; and (c) may not be amended or modified except in writing executed by each of the signatories hereto. The Company and BAG agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of the parties hereto with respect to any matter relating to or arising out of the performance or nonperformance of the Company or BAG hereunder. Notwithstanding anything herein to the contrary, BAG may reference or list the Company's name and/or a general description of the services in BAG's marketing materials, including, without limitation, on BAG's website.

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,  
Beilinson Advisory Group

By:   
Marc Beilinson  
Managing Director

Accepted and Agreed:

Fisker Automotive Holdings, Inc.  
Fisker Automotive, Inc.

By: \_\_\_\_\_

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,  
Beilinson Advisory Group

By: \_\_\_\_\_  
Marc Beilinson  
Managing Director

Accepted and Agreed:

Fisker Automotive Holdings, Inc.  
Fisker Automotive, Inc.

By: Barry W. Huff

**EXHIBIT B**

**Beilinson Declaration**

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

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In re:	)	
	)	Chapter 11
FISKER AUTOMOTIVE HOLDINGS, INC., <u>et al.</u> , <sup>1</sup>	)	Case No. 13-13087 (KG)
	)	
Debtors.	)	(Jointly Administered)
	)	

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**DECLARATION OF MARC BEILINSON IN SUPPORT OF  
THE MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER  
AUTHORIZING THE EMPLOYMENT AND RETENTION OF BEILINSON  
ADVISORY GROUP, LLC AS RESTRUCTURING ADVISORS FOR THE  
DEBTORS, EFFECTIVE NUNC PRO TUNC TO THE PETITION DATE**

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I, Marc Beilinson, make this declaration (the “Declaration”) pursuant to 28 U.S.C. § 1746 and state as follows:

1. I am the Managing Partner of Beilinson Advisory Group, LLC. The firm specializes in, among other things, bankruptcy and restructuring consulting, interim management, and financial and operational consulting to financially troubled companies.

2. I submit this Declaration in support of the motion (the “Motion”) of the above-captioned debtors (collectively, the “Debtors”) for entry of an order authoring the employment and retention of Beilinson Advisory Group, LLC and its subsidiaries, affiliates, agents, and independent contractors (collectively, “BAG”) as restructuring advisors for the Debtors, effective nunc pro tunc to the Petition Date.<sup>2</sup> Except as otherwise noted, I have personal knowledge of the matters set forth herein and, if called as a witness, I would testify

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<sup>1</sup> The Debtors, together with the last four digits of each Debtor’s federal tax identification number, are: Fisker Automotive Holdings, Inc. (9678); and Fisker Automotive, Inc. (9075). For the purpose of these chapter 11 cases, the service address for the Debtors is: 5515 E. La Palma Ave., Anaheim, California 92807.

<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

thereto. Certain of the disclosures set forth herein relate to matters within the knowledge of other employees of BAG and are based on information provided by them.

**Services to be Provided**

3. The Debtors have determined that obtaining the ongoing services of a Chief Restructuring Officer (“CRO”) and other officers and personnel with turnaround and chapter 11 experience will substantially enhance their ability to preserve and maximize the value of their estates and meet their statutory obligations in these cases.

4. The Debtors believe that BAG is well-qualified and able to advise them in a cost-effective, efficient, and timely manner. The Debtors submit that the retention and employment of BAG is in the best interests of their estates, creditors, and other stakeholders in these chapter 11 cases.

5. As such, the Debtors have chosen to utilize BAG personnel as appropriate and have appointed me to the position of CRO, subject to the Court granting the Motion. Accordingly, BAG entered into the Engagement Letter, a copy of which is annexed as Exhibit 1 to Exhibit A attached to the Motion.

**BAG’s Qualifications**

6. BAG’s practice specializes in several services for troubled companies and their stakeholders, including Crisis and Interim Management, Bankruptcy Advisory, and Financial Restructuring. Past clients of BAG personnel include public and private companies, lenders, creditors, equity holders, and other stakeholders.

7. BAG personnel have assisted numerous companies in distressed situations and their chapter 11 cases. The expertise of BAG’s professionals in management, finance, accounting, and operations allows BAG to provide the entire range of services required in complex, troubled situations, including, but not limited to, developing and implementing

strategies to maximize value, obtaining financing, conducting or evaluating an asset sale process, communicating and negotiating with all classes of constituents, developing consensus to implement the optimal strategy, assisting counsel with financial analyses as needed, testifying as required, and providing bankruptcy case management services.

8. BAG and its personnel have broad experience providing restructuring consulting services and have an excellent reputation for the services they have rendered in chapter 11 cases on behalf of debtors and creditors. The Debtors believe that BAG is well-qualified and able to advise the Debtors in a cost-effective, efficient, and timely manner. The Debtors have hired BAG to provide restructuring consulting services related to their restructuring efforts, subject to approval by the Court, pursuant to an engagement letter dated October 29, 2013 (the “Engagement Letter”). A copy of the Engagement Letter is annexed as Exhibit 1 to Exhibit A attached to the Motion and incorporated by reference herein.

9. Pursuant to the Engagement Letter, I have been appointed as CRO of the Debtors. My role as CRO includes day-to-day responsibility for various aspects of these chapter 11 cases, including with respect to the Debtors’ obligations and duties as a debtor-in-possession under the Bankruptcy Code. Additional BAG personnel will also be used to provide services to the Debtors on an as-needed basis as set forth more fully in the Engagement Letter.

#### **Professional Compensation**

10. BAG’s retention is subject to the Court’s approval of BAG’s Engagement Letter. BAG will seek compensation on a monthly, fixed-fee basis, plus reimbursement of actual, necessary expenses incurred by BAG and indemnification as more fully described in the Indemnification Agreement.

11. Pursuant to the Engagement Letter, the Debtors will compensate BAG at a rate of \$150,000 per month and reimburse BAG for reasonable and documented out-of-pocket expenses.



Further, the lender under the Debtors' postpetition secured financing facility (the "DIP Lender") has agreed to fund up to \$750,000 at the closing of the Debtors' contemplated sale for a Restructuring Fee (as defined in the Engagement Letter) payable to BAG upon the completion of a Restructuring (as defined in the Engagement Letter). Pursuant to Section 2(b) of the Engagement Letter, the Debtors' board has approved a range of \$250,000–\$750,000 for the amount of the Restructuring Fee, with the amount ultimately payable by the Debtors subject to the Debtors' board's final approval. Any amount funded by the DIP Lender but not approved by the Debtors' board for the Restructuring Fee will be returned to the DIP Lender. This compensation structure is designed to fairly compensate BAG for its work and to cover fixed and routine overhead expenses.

12. Prior to filing these chapter 11 cases, the Debtors provided BAG with a total retainer of \$150,000. BAG subsequently invoiced the Debtors for \$70,000, relating to all prepetition services provided by BAG, leaving a balance of \$80,000 on BAG's retainer. The Debtors do not owe any prepetition amounts to BAG.

13. BAG understands that payment of invoices for its work is governed by the Court and such procedures for filing fee statements as may be applicable to these chapter 11 cases.

14. To the best of my knowledge, (a) no commitments have been made or received by BAG with respect to compensations or payment in connection with these cases other than in accordance with the Bankruptcy Code, and (b) BAG has no agreement with any other entity to share with such entity any compensation received by BAG in connection with these chapter 11 cases.

#### **BAG's Connections**

15. In connection with the preparation of this Declaration, BAG conducted a review of its (and its affiliates' and employees') contacts with the Debtors and certain entities holding

large claims against or interests in the Debtors that were made reasonably known to BAG. A listing of the parties reviewed is reflected in Schedule A to Exhibit 1 attached to this Declaration. BAG's review, completed under my supervision, consisted of a query of the Exhibit 1 parties containing names of individuals and entities that are represented by BAG.

16. Based on the results of its review, BAG (including its affiliates and its employees) does not have a relationship with any of the parties listed in Schedule A to Exhibit 1 except as disclosed herein. To the best of my information and belief, BAG and its affiliates and employees have not been engaged by such parties in matters related to the Debtors or these chapter 11 cases, nor do any of the parties identified on Schedule A to Exhibit 1 account for more than three (3) percent of BAG's annual revenue.

17. Further, as part of its diverse practice, BAG appears in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who may represent claimants and parties-in-interest in these chapter 11 cases. BAG (including its affiliates and its employees) has also performed in the past and may perform in the future consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in these proceedings. Based on BAG's current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors, and none are in connection with this case.

18. Until 2007, I was a shareholder of the law firm Pachulski Stang Ziehl & Jones LLP, proposed co-counsel to the Debtors. BAG does not believe that any conflict exists with respect to my former employment with Pachulski Stang Ziehl & Jones LLP; however, BAG discloses this connection out of an abundance of caution.

19. After using commercially reasonable efforts to investigate any potential connections to parties in interest in these chapter 11 cases, BAG is not aware of any material connections to other parties that would render it adverse to the interests of the Debtors or their estates.

20. Despite the efforts described above to identify and disclose BAG's connections with parties in interest in these chapter 11 cases, BAG is unable to state with certainty that every client relationship or other connection has been disclosed. In this regard, if BAG discovers additional information that requires disclosure, BAG promptly will file a supplemental disclosure with the Court.

21. BAG reserves the right to supplement this Declaration in the event that BAG discovers any facts bearing on matters described in this Declaration regarding BAG's employment by the Debtors.

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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.

Executed on December 13, 2013

By: /s/ Marc Beilinson  
Marc Beilinson  
Managing Partner  
Beilinson Advisory Group, LLC

**EXHIBIT 1**

**Schedules of Potentially Interested Parties**

<b><u>Schedule</u></b>	<b><u>Category</u></b>
1(a)	Entities Currently and Formerly Affiliated with the Debtors
1(b)	Directors and Officers
1(c)	Contractual Counterparties
1(d)	Insurers
1(e)	Landlords
1(f)	Lenders
1(g)	Litigation Parties
1(h)	Current and Former Professionals
1(i)	Shareholders
1(j)	Taxing Authorities
1(k)	Top Unsecured Creditors
1(l)	Utilities
1(m)	Vendors
1(n)	Potential Purchaser
1(o)	United States Trustee and Court Personnel for the District of Delaware (and Key Staff Members)

**SCHEDULE 1(a)**

**Entities Currently and Formerly Affiliated with the Debtors**

Fisker Automotive GmbH  
Fisker Automotive Holdings Inc.  
Fisker Automotive Inc.  
Fisker Coachbuild LLC

**SCHEDULE 1(b)**  
**Directors and Officers**

Anderson, David  
Beattie, Richard  
Beilinson, Marc  
Chao, Joe  
DaMour, Joseph  
Daubenspeck, Keith  
Decker, Mark  
Doolan, Victor  
Eulberg, Martha Elizabeth  
Ewanick, Joel  
Faga, Frank  
Fisker, Henrik  
Forcier, Jason  
Gonzalez, Alberto  
Grossman, Mindy  
Hackett, Paul B.  
Horvat, Gary  
Huff, Barry W.  
Issner, James  
Klatt, Alexander  
Koehler, Bernhard  
Koroglu, Samuel  
Lane, Ray  
LaSorda, Thomas  
Li Tzar Kai, Richard  
Lobel, Marilyn A.  
Maamria, Kamel, Dr.  
Manion, David  
McDonnell, Peter  
Niedzwiecki, Alan  
Paroly, Matt  
Penn, Lawrence, III  
Posawatz, Anthony L.  
Sandell, Scott  
Sawyer, Hugh  
Shöpf, Hans-Joachim, Dr.  
Shriver, Timothy  
Theisen, Linda  
Thorburn, James  
Weidner, Eric  
Yost, Jim  
Zuroff, Bernard L.

**SCHEDULE 1(c)**  
**Contractual Counterparties**

FAPS Inc.  
Oy Kuehne + Nagel Ltd.  
Valmet Automotive Inc.



**SCHEDULE 1(d)**  
**Insurers**

Allied World National Assurance Co.  
Chartis Specialty Insurance Co.  
Commerce & Industry Insurance Co.  
Evanston Insurance Co.  
Farmers New World Life Insurance Co.  
Federal Insurance Co. / Chubb  
Great Northern Insurance Co. / Chubb  
Hartford Insurance Group  
Hartford Underwriters Insurance Co.  
Insurance Co. of the State of Pennsylvania, The  
Lexington Insurance Co.  
Lloyd's Syndicate on behalf of Underwriters at Lloyd's  
Maiden Specialty Insurance Co.  
National Union Fire Insurance Co. of Pittsburgh PA  
National Union Fire Insurance Co. of Pittsburgh PA / AIG  
North American Capacity Insurance Co.  
OneBeacon Insurance Co.  
Underwriters at Lloyd's  
Westchester Surplus Lines Insurance Co.  
XL Insurance America Inc.  
Zurich American Insurance Co.

**SCHEDULE 1(e)**  
**Landlords**

Beijing Jing Guang Centre Co. Ltd.  
ESG Elektroniksystem und Logistik GmbH  
WWG Canyon Corporate Owner LLC

**SCHEDULE 1(f)**  
**Lenders**

Ace Strength International Ltd.  
Citibank NA  
Delaware Economic Development Authority, The  
FAH Loan Purchase Fund LLC  
GSR Principals Fund IV LP  
Hybrid Technology LLC  
JR Holdings IV Ltd.  
Midland Loan Services Inc.  
Silicon Valley Bank  
SugarPine Kids Trust  
United States Department of Energy

**SCHEDULE 1(g)**  
**Litigation Parties**

AAA Small Car World  
Access TCA Inc.  
Advance Magazine Publishers Inc.  
Advanced Equities Inc.  
AEI Fisker Investments I LLC  
AEI Fisker Investments II LLC  
AEI Fisker Investments VI LLC  
Aerotek Inc.  
Ahdoot, Bijan  
Air International (US) Inc.  
Allstate Fire & Casualty  
Ann K. Newhall Revocable Trust  
u/a 6/30/08  
Argo Insurance  
Arnel Compressor Co.  
Behind the Scenes Worldwide Logistics Inc.  
Bergen Fisker LLC  
Bergstrom Corp.  
Boston University, Trustees of  
Brannon Auto Engineering Co. Ltd.  
Burrelles Press Clipping Service  
Capitol Cadillac Co.  
Capitol Fisker (Maryland)  
Ceva Freight  
Conde Nast  
CT Corp.  
Dassault Systems of Americas Corp.  
DHL Express USA  
Elite Interactive Solutions Inc.  
Epistar Corp.  
Etzelsberger, Sven  
EUMAR Pharma GmbH  
Exhibit Works Inc.  
Fisker of Cleveland  
Fisker of Detroit  
Fisker of Great Neck  
Fisker of San Diego  
Fisker, Henrik  
Gardner, Robert  
Garza, Francisco  
GP Supercars & More SRL  
Grace, Tim  
Gustav Whaler GmbH  
Hayden & Co.  
Hempsted Auto Co.  
Hexagon Metrology  
Ignited LLC  
Internationale Spedition Willi Betz GmbH  
Ivanovic, Radi  
K&S Air Conditioning Inc.  
Kelsey-Hayes Co. (TRW)  
Kforce Inc.  
Kugler Maag CIE GmbH  
Lampl, Mark  
LogMeIn Inc.  
M2 Motors Inc.  
Martin, Michael  
Marvin K. Brown Auto Center  
Matthews, Terry  
MB Technology NA LLC  
MBTech  
McCubbin, Gene  
Merchants Building Maintenance LLC  
Montejo, Wilfredo  
MphasiS Corp.  
MTA USA Corp.  
New Castle County Department of Land Use  
(DE)  
Newhall, Ann K.  
Nitto Denko Automotive Inc.  
Norman Taylor & Associates  
Novy, Megan  
Novy, Richard  
Oliva, Angel  
Oliva, Frances  
Podalsky, Gregg Adam  
Project Time & Cost Inc.  
Redapt Inc.  
RJT Compuquest  
Safeco Insurance Co.  
Serra Toyota  
Severn Trent Environmental Services Inc.  
Shoermoen Revocable Trust  
Silverman, Charles  
Soria, David  
Sterling Die & Engineering Inc.

Stewart, Kelly A.  
Sturgeon, Ron  
Swift Demolition Inc.  
Tata Technologies  
Theis Communications Inc.  
Wahle, Helen

Warner, Don  
Weidner, Eric  
Weiser, Michael  
Westlaw  
Willner, Neil  
Wray, Daniel

**SCHEDULE 1(h)**  
**Current and Former Professionals**

BDO Seidman  
Beilinson Advisory Group  
DLA Piper  
Evercore Group LLC  
Foley & Lardner  
Gellert Scali Busenkell & Brown LLC  
Huron Consulting Group Inc.  
Omni Management Group  
Orrick Herrington & Sutcliffe LLP  
PricewaterhouseCoopers LLP

**SCHEDULE 1(i)**  
**Shareholders**

360 Holdings LLC	CASO Co-Invest A LLC
8888 Investments GmbH	CF Family Trust dated 11/28/2005
A123 Systems Inc.	ChaiKahn Partners LLC
Advanced Lithium Power Inc.	Cheever Family Trust dated June 24, 2005
AEI 2010 CleanTech Ventures I LLC	Cleantech Project GmbH
AEI 2010 CleanTech Ventures II LLC	Coveney, Anthony
AEI Fisker Investments I LLC	CV Green Tech FSK II LP
AEI Fisker Investments II LLC	CV Green Tech FSK III LP
AEI Fisker Investments III LLC	CV Green Tech FSK LP
AEI Fisker Investments IV LLC	Datsopoulos, Milton
AEI Fisker IX LLC	Deborah R Stoltzner Revocable Trust dated
AEI Fisker VI LLC	7/26/95
AEI Fisker VII LLC	DeSantis, Ann Ranae
AEI Fisker VIII LLC	DeSantis, Robert
AEI Fisker X LLC	Dilawri Investment Trust
AGC Equity Partners Special Opportunities	Doudney, Nathan
Fund I LP	Electric Car Co. LLC
AJ Golding Automotive LLC	ETF Venture Fund II (Q) LP
Al Gharaffa Investment Co.	ETF Venture Fund II LP
Alpha Venture Capital Fund LP	Excess Ventures Fund I LLC
Alpha Venture Capital Partners LP	Fisker Coachbuild LLC
Andrew Cader Foundation	Fisker Consulting LLC
Appaloosa Investment LP I	Fisker, Henrik
APSI Retirement Trust	Foris Ventures LLC
ASC Fisker Florida LLC	Fourth Avenue Capital Partners LP
ASC Fisker LLC	Frederick J. Mancheski Revocable Trust
Ascent Cleantech Partners I LLC	Futrex Capital Management
Ascent Cleantech Partners IB LLC	G&D Conniff LLC
Ascent Cleantech Partners IC LLC	Ganmukhi Irrevocable Trust
Ascent Cleantech Partners ID LLC	Ganmukhi, Mahesh N.
Ascent Cleantech Partners IE LLC	Gentry Fisker LLC
Avalon Capital Group - PE LLC	GigaWatt Corp.
Avista Carry LLC	GKM Partners LLC
Avista Investments LLC	Green Multiple Investments
Benificus Foundation, The	H&M Chambers Energy LLC
BLT Ventures LLC	Hansen, George
Boyner, Hanzade V. Dogan	Hopetown Assets Ltd.
Boyner, Hulki	HS Management LP
Brennan, Douglas	HS Partners Holdings III LP
Brood LLC, The	
Cader, Andrew	I2BF Global Investments Ltd.
Camelot Acquisitions: Secondary	Innovative Financial Fund V LLC
Opportunities LP	Innovative Financial Fund V-B LLC

Innovative Financial Fund V-C LLC  
Innovative Financial Fund V-D LLC  
Innovative Financial Fund V-E LLC  
Investor Co. ITF GMP Diversified Alpha  
Master Fund Ltd.  
Investor Co. ITF GMPIM Equity  
Opportunities Master Fund LP  
Javadpour-Motakef Family Trust  
JCEP Holdings LP  
Jensen, Michael  
Jocelyn, Thomas E., III  
Joseph J. Rauenhorst Revocable Trust  
Koehler, Bernhard  
KPCB Holdings Inc.  
Lacy, Robert P.  
Lamoreaux Partners  
Lane, Raymond J.  
Lapp Laurie Investments LLC  
Lapp Libra 401(k) Plan  
Lapp, William  
Lapp, William S.  
LAS Gift Trust U/A/D 12/1/97  
Lasseter Living Trust  
Lebus, Scott  
Lenzo, Christopher  
Lexdale International Ltd.  
LJD Ventures II  
LML Associates LLC  
Lucas Living Trust  
Lunelli, Marcello  
Mac & Co ITF Diversified Alpha II Corp.  
Mackin, Mark  
Marc R. Benioff Revocable Trust U/A/D  
12/3/04, The  
Marshall & Ilsley Trust Co. NA  
MCP Fisker LLC  
MCVP Technology Fund I LLC  
ME LLC  
Michael Stoltzner Revocable Trust dated  
7/26/95  
Micro Cap Partners LP  
Middlebury Securities LLC  
Middlebury Ventures II LLC  
Middlebury Ventures III LLC  
Millenium Trust Co.  
Millennium Trust Co. LLC  
Mitsui & Co. Ltd.  
Mitsui & Co. Venture Partners III LLC  
Mojo Concept International Inc.  
Momentum Capital Partners  
MRS Investments Ltd.  
N&S 834 LLC  
Nasgovitz, William  
NEA Ventures 2010 LP  
NEO International Investments  
New Enterprise Associates 13 LP  
New Ireland Assurance  
New Ireland Fund  
Niemiec, Richard  
Njemanze, Hugh  
Northport Investments LLC  
Orgone Capital III LLC  
Orrick Investments 2012 LLC  
Pacific Century Group Investments Ltd.  
Palo Alto Fund II LP  
Palo Alto Global Energy Liquidating  
Fund LP  
Palo Alto Global Energy Master Fund LP  
Palomino Fund Ltd.  
Peak6 Opportunities Fund LLC  
Piasecki, Ronald L.  
Pizzuto, Gianfranco  
Prism Partners I LP  
Prism Partners III Leveraged LP  
Prism Partners IV Leveraged Offshore Fund  
Pyle, David  
Quantum Fuel Systems Technologies  
Worldwide Inc.  
Raymond J. Lane Rev Trust dated 11/2/95  
RDKC Investments II LLC  
Ronald L. Piasecki IRA  
Rosemont Select Opportunities V LP  
Rosemont Solebury Co-Investment Fund  
(Offshore) LP  
Rosemont Solebury Co-Investment Fund LP  
Scott J. Saldana Revocable Trust  
Southern Eco Investments LLC  
Still Family Trust  
Stoltzner, Lane  
Stratton Family Trust U/A dated 8/17/01  
Stratton, Scott M.  
Strawbridge, Robert E.



Sultan, Craig  
Survivor's Trust of the RMD Family Trust  
dated 11/28/2005  
Terrell Trading Ltd.  
Thomas W. LaSorda Living Trust dated  
8/27/96, The  
ThomasLloyd Capital LLC  
ThomasLloyd Group PLC  
Thorburn, James M.

Thoroughbred Fund LP  
Thoroughbred Master Ltd.  
Vander Ploeg, Andrew P.  
Vilhonen, Pertti  
Wilshire Capital Partners Group LLC  
Zuklie 2007 Revocable Trust Agreement,  
The  
Zuklie, Mitchell S.

**SCHEDULE 1(j)**  
**Taxing Authorities**

Alaska Department of Commerce,  
Community, & Economic Development  
Arizona Corporation Commission  
Arizona Department of Transportation,  
Motor Vehicle Division  
Arkansas Motor Vehicle Commission  
Arkansas Secretary of State  
California Department of Motor Vehicles  
California Franchise Tax Board  
California Secretary of State  
California State Board of Equalization  
Colorado Department of Revenue,  
Auto Industry Division  
Colorado Department of State  
Connecticut Department of Motor Vehicles,  
Dealers & Repairers Section  
Connecticut Secretary of State  
Delaware Secretary of State  
Finnish Tax Administration  
Florida Department of Highway Safety and  
Motor Vehicles, Vehicle Manufacturer  
Licensing  
Florida Secretary of State  
Georgia Secretary of State  
Hawaii Department of Commerce &  
Consumer Affairs  
Hawaii Motor Vehicle Industry Licensing  
Board  
Idaho Transportation Department, Vehicle  
Services - Dealer Licensing  
Illinois Secretary of State, Dealer/Remitter  
Licensing Section  
Indiana Secretary of State  
Indiana Secretary of State, Auto Dealer  
Services Division  
Iowa, State of  
Kansas Department of Revenue, Division  
of Vehicles  
Kansas Secretary of State  
Kentucky Motor Vehicle Commission  
Kentucky Secretary of State  
Louisiana Motor Vehicle Commission  
Louisiana Secretary of State

Maine Bureau of Motor Vehicles  
Maine Secretary of State  
Maryland, State of  
Massachusetts Secretary of the  
Commonwealth  
Michigan Department of Consumer &  
Industry Services  
Minnesota Secretary of State  
Mississippi Motor Vehicle Commission  
Mississippi Secretary of State  
Missouri Secretary of State  
Missouri, State of  
Montana Department of Justice, Motor  
Vehicle Division  
Montana Secretary of State  
Nebraska Secretary of State  
Nebraska, State of  
Netherlands Tax & Customs Administration  
Nevada Secretary of State  
New Castle County Government (DE)  
New Hampshire Secretary of State  
New Jersey Department of State  
New Mexico State Corporation Commission  
North Carolina Department of  
Transportation, Vehicle Manufacturer  
Licensing  
North Carolina Secretary of State  
North Dakota Secretary of State  
Ohio Secretary of State  
Oklahoma Motor Vehicle Commission  
Oklahoma Secretary of State  
Orange County Treasurer-Tax Collector  
(CA)  
Oregon Secretary of State  
Pennsylvania Board of Vehicle  
Manufacturers, Dealers & Salespersons  
Pennsylvania Department of State  
Rhode Island Secretary of State  
Rhode Island, State of  
South Carolina Secretary of State's Office  
South Dakota Secretary of State  
Tennessee Department of Commerce &  
Insurance, Motor Vehicle Commission

Tennessee Department of State  
Texas Department of Motor Vehicles,  
Motor Vehicle Division  
Texas Secretary of State  
Utah Annual Report Section  
Utah State Tax Commission, Motor Vehicle  
Enforcement Division  
Vermont Secretary of State  
Virginia Department of Motor Vehicles  
Virginia State Corporation Commission

Washington Secretary of State  
Washington State Department of Licensing  
Washington, DC, Office of Tax & Revenue  
West Virginia State Tax Commission  
Wisconsin Department of Finance  
Institution  
Wisconsin Department of Transportation  
Wyoming Department of Transportation,  
Motor Vehicle Services  
Wyoming Secretary of State

**SCHEDULE 1(k)**  
**Top Unsecured Creditors**

Access TCA Inc.	Global Auto Systems
Aerotek Inc.	Global Plas Inc.
Alem International Management Inc.	Hagl GmbH - Karosseriebau für Automobil- Prototypen
Altair Engineering Inc.	Hess Corp.
ANAC (Amino NA)	Hitachi Data Systems
Android Industries LLC	Howard Ternes Packaging Co.
Benteler Automotive	Ignited LLC
BMW Group	Innertech - Nashville
Bosal International North America	Jackson Dawson Communications Inc.
Changshu Intier Auto Interiors	Jing-Jin Electric Technologies
Cisco Systems Capital Corp.	JMN Logistics LLC
Computer Protection Technology Inc.	K&S Air Conditioning Inc.
Conde Nast	Kirmin Industries Inc.
Continental Automotive Systems Inc.	Kunshan Depo Traffic Facilities Co.
Core-Tech Inc.	Kuster
Cross Country Motor Club Inc.	LCX.com LLC
Delaware, State of	Lioho Light Metal (Kunshan) Co. Ltd.
Delmarva Power	Magna E-Car USA LP
Deloitte & Touche LLP	Magna Powertrain
Delphi Packard Electric Systems	Magna Seating
Delta Electronics	Manpower Staffing Services Co. Ltd
Denso International America Inc.	Manpower Staffing Services Co. Ltd.
Devon & Devon	MB-Technology NA LLC
DMT Development Systems Group Inc.	Media Brokers International Inc.
Dow Jones & Co. Inc.	MediaMath Inc.
DSA Systems Inc.	Mercer Health & Benefits
Dunlap Group	Meteor Sealing Systems LLC
Eaton Corp.	Metro Technologies Ltd.
ElringKlinger	Microsoft Licensing GP
Emaxx Partners LLC	Model Master SpA
ESG Automotive Inc.	Modern Body Engineering Inc.
ESI Engineering Inc.	Mondial Assistance (UK) Ltd.
Evercore Group LLC	Mono Advertising LLC
FAPS Inc.	MTA USA Corp
Ficotriad SA	MTA USA Corp.
Fisker Automotive GmbH	New Castle County Government Center
Fisker Coachbuild LLC	Nitto Denko
Flex-N-Gate	OC Service Systems LLC
Foley & Lardner	Ogihara America Corp.
Ford Michigan Proving Grounds	Omitec Inc.
General Motors Components Holdings LLC	Orange County Treasurer (CA)
GKN Driveline Newton LLC	Orrick Herrington & Sutcliffe
GKN Service International GmbH	

Oy Kuehne + Nagel Ltd.  
Parrot Asia Pacific Ltd.  
Pilkington Automotive  
Polytec Car Styling Hoersching GmbH  
PricewaterhouseCoopers LLP  
Quantum Fuel Systems Technologies  
RJT Compuquest Inc.  
Robert Bosch Beg  
Rocket Fuel Inc.  
Samvardhana Motherson Peguform Iber  
SAP America Inc.  
Sara Solutions Inc.  
Seger Oy  
Severn Trent Environmental  
Sitrick Brincko Group LLC  
Sofitec  
Somerset Capital Group Ltd.  
Sterling Die & Engineering Inc.

Swift Towing Recycling  
Symmetry Corp.  
Tata Technologies Inc.  
ThyssenKrupp Bilstein of America  
TK Holdings Inc.  
TorqTek Design & Manufacturing LLC  
Transmisiones y Equipos Mecanicos SA  
de CV  
TRW Automotive Czech SRO  
Valmet Automotive Inc.  
Varroc Lighting Systems Inc.  
Washington Gas Energy Services  
Wellford Energy Advisors LLC  
Willis Insurance Services  
WWG Orange Office Investors LLC  
Yokohama Tire Corp.  
ZF North America Inc.  
ZF Sachs Automotive Inc.

**SCHEDULE 1(I)**  
**Utilities**

Anaheim, City of (CA)  
Artesian Water Co.  
AT&T  
AT&T Long Distance  
AT&T Mobility  
Compass Energy  
Delmarva Power  
Gas Co., The  
Hess Corp.  
New Castle County (DE)  
PAETEC  
PAETEC Communications Inc.  
tw Telecom  
Verizon Wireless

**SCHEDULE 1(m)****Vendors**

893353 Alberta Inc.	Fisker of Austin
A123 Systems Inc.	Fisker of British Columbia
A-M LLC	Fisker of Calgary
Android Industries LLC	Fisker of Cincinnati
Android Management Inc.	Fisker of Cleveland
Asbury St Louis FSKR LLC	Fisker of Denver
Asbury Texas D FSKR LLC	Fisker of Greenwich
Automatic Systems Inc.	Fisker of Huntsville
Bayerische Motoren Werke AG	Fisker of Las Vegas
BD Otomotiv	Fisker of Michigan
BD Otomotiv ve Elektrikli Araclar Sanayi	Fisker of Minneapolis
ve Ticarat AS	Fisker of Nevada
Benteler Aluminum Systems	Fisker of North Shore
Bergen Fisker LLC	Fisker of Norwood
Bergstrom Corp.	Fisker of Orange County
BMW	Fisker of Orlando
Borton Automotive Inc.	Fisker of Philadelphia
Budget Leasing Inc.	Fisker of Rochester
Capitol Cadillac Co.	Fisker of Santa Monica
Century Automotive Group Inc.	Fisker of Schaumburg
China Grand Automotive Services Co. Ltd.	Fisker of Scottsdale
Classic Cadillac Atlanta Corp.	Fisker of Silicon Valley
Decoma America Holdings Inc.	Fisker of Toronto
Dilawri Group of Cos., The	Fisker of Troy
Dilawri Group, The	Fisker of Tulsa
Don Thornton Cadillac Inc.	Fisker of Vancouver
Dorschel Group, The	Fisker of Wilmington
EDiS Co. Inc.	Fisker of Winston-Salem
Elder Automotive Group of Tampa Bay Inc.	Fisker Palm Beach
Elk Grove Motorcars LLC	Fisker Salt Lake City
FANUC Robotics America Corp.	Fisker San Antonio
Fields BC Co.	Fisker Tampa Bay
Fields Motorcars of Florida Inc.	Flow Automotive Center of Winston-Salem
Fields PAG Inc.	LLC
Fisker Automobile AG	Frank Kent Fisker LLC
Fisker Automobiles Ltd.	General Motors LLC
Fisker Coachbuild LLC	Giffin Inc.
Fisker Long Island	GM Global Technology Operations Inc.
Fisker Marin	GP Supercars & More SRL
Fisker Miami	Guarnieri Concesionarios SL
Fisker Miami LLC	HA Ott Motorcars LP
Fisker Montreal	Hadley Auto Co. LLC
Fisker of Atlanta LLC	Holand Automotive Group

Howard Ternes Packaging Co.  
Infineon Technologies AG  
Infineon Technologies North America Corp.  
Irvine Motorcars LLC  
Jake Kaplans Inc.  
Jake Kaplans Ltd.  
Jing-Jin Electric Technologies (Beijing)  
Co. Ltd.  
Johnson Fisker of Annapolis  
Joseph Northland Motors Inc.  
KUKA Systems North America  
Lear Corp.  
M2 Motors Inc.  
Magna Exteriors & Interiors America  
Holdings Inc.  
Marin Luxury Cars LLC  
Marvin K. Brown Auto Center Inc.  
McLarty Cos.  
ME Fields Inc.  
Miller Motorcars Inc.  
Motor Imports Ltd.  
Nellemann Holding AS  
Palm Beach Motor Cars Ltd. Inc.  
Patrick Hybrid LLC

Prestige Auto Group LLC  
Prestige Fisker  
Price-Simms Inc.  
Quantum Fuel Systems Technologies  
Quantum Fuel Systems Worldwide Inc.  
RHP LP  
Ricardo Inc.  
Rickenbaugh Cadillac Co. Inc.  
Ron Tonkin Fisker  
Ron Tonkin Gran Turismo Inc.  
Saturn North Inc.  
Scottsdale Ferrari LLC  
Silver State Ford  
Suburban Motors Co. Inc.  
Sullivan Green Cars LLC  
Ted Britt Ford Sales Inc.  
Trading Enterprises Co. LLC  
Union Park Automotive Group Inc.  
Valmet Automotive Inc.  
Visteon  
VNF Inc.  
Warren Henry Automobiles Inc.  
Wego Automotive Inc.



**SCHEDULE 1(n)**  
**Purchaser**

Hybrid Tech Holdings LLC

**SCHEDULE 1(o)**

**United States Trustee and Court Personnel for the District of Delaware  
(and Key Staff Members)**

Buchbinder, David  
Carey, Kevin J.  
DeAngelis, Roberta A.  
Dortch, Shakima L.  
Fitzgerald, Judith K.  
Giordano, Diane  
Green, Christine  
Gross, Kevin  
Hackman, Benjamin  
Heck, Jeffrey  
Kenney, Mark  
Klauder, David  
Leamy, Jane  
Murray, Tony  
O'Malley, James R.  
O'Neal, Lauren  
Panacio, Michael  
Patton, Tiara  
Sarkessian, Juliet  
Schepacarter, Richard  
Shannon, Brendan L.  
Sontchi, Christopher S.  
Tinker, T. Patrick  
Vinson, Ramona  
Walrath, Mary F.  
Walsh, Peter J.  
West, Michael  
Wynn, Dion