

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

In re

Lordstown Motors Corp., *et al.*,¹

Debtors.

Chapter 11

Case No. 23-10831 (MFW)

(Jointly Administered)

**GLOBAL NOTES, STATEMENTS OF LIMITATIONS, AND
METHODOLOGY, DISCLAIMERS, AND SPECIFIC DISCLOSURES
REGARDING THE DEBTORS' SCHEDULES OF ASSETS AND LIABILITIES
AND STATEMENTS OF FINANCIAL AFFAIRS**

Lordstown Motors Corp. (“**LMC**”), Lordstown EV Corporation (“**LEVC**”), and Lordstown EV Sales LLC (“**LEVS**”), as debtors and debtors in possession in the above captioned chapter 11 cases (collectively, the “**Debtors**”), are filing their respective Schedules of Assets and Liabilities (each, a “**Schedule**,” and collectively, the “**Schedules**”) and Statements of Financial Affairs (each, a “**Statement**,” and collectively, the “**Statements**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”), under section 521 of title 11 of the United States Code (the “**Bankruptcy Code**”), rule 1007 of the Federal Rules of Bankruptcy Procedure, and rule 1007-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

These *Global Notes, Statements of Limitations, and Methodology, Disclaimers, and Specific Disclosures Regarding the Debtors’ Schedules of Assets and Liabilities and Statements of Financial Affairs* (the “**Global Notes**”) pertain to, are incorporated by reference in, and comprise an integral part of all the Debtors’ Schedules and Statements. These Global Notes are in addition to any specific notes contained in each Debtors’ Schedules and Statements. The fact that the Debtors prepared Global Notes or specific notes with respect to any information in the Schedules and Statements and not to other information in the Schedules and Statements should not be interpreted as a decision by the Debtors to exclude the applicability of such Global Notes or specific notes to any of the Debtors’ remaining Schedules and Statements, as appropriate. The Global Notes (and any applicable specific notes) should be referred to, considered, and reviewed in connection with any review of the Schedules and Statements.

The Debtors’ management prepared the Schedules and Statements with the assistance of their advisors and other professionals. The Schedules and Statements are unaudited and subject to potential adjustment. The Schedules and Statements do not purport to represent financial

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are: Lordstown Motors Corp. (3239); Lordstown EV Corporation (2250); and Lordstown EV Sales LLC (9101). The Debtors’ service address is 27000 Hills Tech Ct., Farmington Hills, MI 48331.



statements prepared in accordance with Generally Accepted Accounting Principles in the United States (“GAAP”), and they are not intended to be fully reconciled with the financial statements of each Debtor, whether publicly filed or otherwise. In preparing the Schedules and Statements, the Debtors relied on unaudited financial data and information derived from their books and records that was available and accessible at the time of preparation, that are subject to further review and adjustment, and are subject to the limitations of that data and information (in addition to any other limitations and whether or not stated herein). Without limiting the generality of the foregoing, the Debtors’ accounting systems, policies, and practices were developed for consolidated reporting purposes rather than by legal entity and the Debtors have not historically accounted for assets and liabilities on an entity-by-entity or a Debtor-by-Debtor basis. Additionally, the Schedules and Statements contain unaudited information that is subject to further review and adjustment. The Debtors’ management team and advisors have made commercially reasonable efforts to report the assets and liabilities of each Debtor on an unconsolidated basis and to ensure that the Schedules as Statements are as accurate as possible under the circumstances. However, subsequent information or discovery, new information, including those related to a change in accounting policy or practices, may result in material changes to the Schedules and Statements and errors or omissions may exist.

Based on certain limitations, including those described herein, the Debtors cannot confirm that the information provided is complete and accurate, although the Debtors have made commercially reasonable efforts to ensure the accuracy and completeness of such information in the Schedules and Statements. Subsequent information or discovery may result in material changes in financial and other data contained in the Schedules and Statements, and thus, the Schedules and Statements may be subject to potential adjustment, revisions, and/or amendments. Additionally, the Debtors have experienced significant reductions in their workforce, which have placed certain constraints and burdens on the Debtors. Inadvertent or unintentional errors, omissions, or inaccuracies may exist. For the avoidance of doubt, the Debtors hereby reserve all of their rights, including to revise, amend, and/or supplement the Schedules and Statements as may be necessary or appropriate.

The Debtors and their management, agents, attorneys, financial advisors, investment bankers, professionals, and other representatives do not guarantee or warrant the accuracy or completeness of the data that is provided herein and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, errors, or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained herein and in the Schedules and Statements. For the avoidance of doubt, the Debtors and their management, agents, attorneys, and financial advisors hereby reserve their rights to revise, amend, and/or supplement the Schedules and Statements as may be necessary or appropriate, but expressly do not undertake any obligation to update, modify, revise, or re-categorize the information provided in the Schedules and Statements, or to notify or not notify any third party should the information be updated, modified, revised, or re-categorized, except as required by applicable law. Without limiting the generality of anything contained herein, the Debtors reserve all rights to dispute or otherwise assert offsets or defenses to any claim reflected on the Schedules and Statements as to amount, liability, classification, or identity of Debtor, or to otherwise subsequently designate any claim as “disputed,” “contingent,” or “unliquidated.” Further, nothing contained in the Schedules, Statements, or these Global Notes

shall constitute a waiver of any of the Debtors' rights or an admission with respect to their chapter 11 cases, including any issues involving objections to claims, substantive consolidation, equitable subordination, defenses, characterization, or re-characterization of contracts and leases, assumption or rejection of contracts and leases under the provisions of chapter 3 of the Bankruptcy Code, or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code or any other relevant applicable laws to recover assets or avoid transfers. In no event shall the Debtors or their management, agents, attorneys, financial advisors, investment bankers, professionals, and other representatives be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused, even if the Debtors or their management, agents, attorneys, financial advisors, investment bankers, professionals, and other representatives are advised of the possibility of such damages.

Adam Kroll, the Debtors' Executive Vice President & Chief Financial Officer has signed each of the Schedules and Statements on behalf of the Debtors. Mr. Kroll is an authorized signatory for each of the Debtors. In reviewing and signing the Schedules and Statements, Mr. Kroll necessarily has relied upon the efforts, statements, and representations of the Debtors, various personnel employed by the Debtors and the Debtors' advisors. Mr. Kroll has not (and could not have) personally verified the accuracy of each statement and representation contained in the Schedules and Statements, including, for example, statements and representations concerning amounts owed to creditors and classification of such amounts.

Global Notes and Overview of Methodology

The Schedules, Statements, and Global Notes should not be relied upon by any persons for information relating to the current or future financial conditions, events, or performance of any of the Debtors.

1. **Description of Cases.** On June 27, 2023 (the "**Petition Date**"), the Debtors filed voluntary petitions 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 June 28, 2023, the Court entered an order directing the joint administration of the Debtors' chapter 11 cases [Docket No. 53]. Notwithstanding the joint administration of the Debtors' cases for procedural purposes, each Debtor has filed its own Schedules and Statements. On July 11, 2023, the United States Trustee for the District of Delaware appointed an official committee of unsecured creditors pursuant to section 1102(a)(1) of the Bankruptcy Code [Docket No. 99].
2. **"As Of" Information Date.** To the best of the Debtors' knowledge, and except with respect to certain financial information or estimates that are updated less frequently than at each month's end, or as otherwise noted, the information provided in the Schedules and Statements, represents the asset and liability data of the Debtors as of June 27, 2023. With respect to certain items on the Schedules and Statements, information may not have been available as of June 27, 2023. For such items, a prior date may have been used, as identified herein.

3. **Reservation of Rights.** Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements, but inadvertent errors or omissions, as well as discovery of conflicting, revised or subsequent information that may cause a material change to the Schedules and Statements, may exist. The Debtors reserve all rights to: (i) revise, amend, and/or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including the right to amend the Schedules and Statements with respect to the description, designation, or Debtor against which any claim against a Debtor (“**Claim**”)² is asserted; (ii) dispute or otherwise assert offsets or defenses to any Claim reflected in the Schedules and Statements as to amount, liability, priority, status, or classification; (iii) subsequently designate any Claim as “disputed,” “contingent,” or “unliquidated;” or (iv) object to the extent, validity, enforceability, priority, or avoidability of any Claim (regardless of whether of such Claim is designated in the Schedules and Statements as “disputed,” “contingent,” or “unliquidated”). Any failure to designate a Claim in the Schedules and Statements as “disputed,” “contingent,” or “unliquidated” does not constitute an admission by the Debtors that such Claim or amount is not “disputed,” “contingent,” or “unliquidated.” Listing a Claim does not constitute an admission of liability by the Debtor against which the Claim is listed or against any of the Debtors. Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to the Debtors’ chapter 11 cases, including issues involving Claims, substantive consolidation, defenses, equitable subordination, characterization or recharacterization of contracts and leases, assumption or rejection of contracts and leases under the provisions of chapter 3 of the Bankruptcy Code, causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. Any specific reservation or rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph. Notwithstanding the foregoing, the Debtors do not undertake any responsibility to, and shall not be required to, update the Schedules and Statements.
4. **Basis of Presentation.** Information contained in the Schedules and Statements has been derived from the Debtors’ books and records and historical financial statements. Prior to the Petition Date, the Debtors’ book and records, accounting systems, policies, and procedures were developed and maintained for reporting on a consolidated basis rather than reporting by legal entity. As a result, the Debtors have not historically accounted for their assets and liabilities on a Debtor-by-Debtor basis and the Schedules and Statements are not intended to be fully reconciled with the financial statements of each Debtor. Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment, as necessary, to reflect the Debtors’ ongoing reconciliation efforts and their commercially reasonable efforts to report the assets and liabilities of each Debtor on an unconsolidated basis given the circumstances. Moreover, the Schedules and Statements do not reflect some or all of the adjustments the Debtors’ management would or will make as part of their preparation of quarterly or annual financial statements.

² For the purposes of these Global Notes, the term Claim shall have the meaning as defined under section 101(5) of the Bankruptcy Code.

5. **Consolidated Enterprise.** The Debtors utilize a central and consolidated cash management system (the “**Cash Management System**”), which consists of multiple bank accounts held by Debtors LEVC and LEVS. As described in further detail in the *Debtors’ Motion for Entry of Interim and Final Orders (a) Authorizing, But Not Directing, the Debtors to (i) Continue Use of Existing Cash Management System, Bank Accounts, and Business Forms, (ii) Pay Related Prepetition Obligations, and (iii) Continue Intercompany Transactions; Waiving the Section 345(b) Deposit and Investment Requirements; and (c) Granting Related Relief* [Docket No. 8] (the “**Cash Management Motion**”), the Cash Management System allows the Debtors to efficiently, collect, disburse, transfer, and manage the Debtors’ funds and as such, certain payments in the Schedules and Statements may have been made by one legal entity on behalf of another legal entity through the Cash Management System. The Court granted the Cash Management Motion, on a final basis, authorizing, among other things, the Debtors’ continued use of their Cash Management System [Docket No. 187]. The Debtors’ accounting department regularly reconciles the Debtors’ books and records, on a consolidated basis, to ensure that all transfers are accounted for properly. Although diligent and commercially reasonable efforts have been made to set forth the amounts and Claims on the Schedules and Statements of the correct legal entity, the Debtors’ reserve the right to modify or amend the Schedules and Statements to update payable amounts or attribute amounts and Claims to a different legal entity, if necessary or appropriate.
6. **No Admission.** Nothing contained in the Schedules, the Statements or the Global Notes is intended to be or should be construed as an admission or stipulation of the validity of any Claim against the Debtors or any assertion made, or a waiver of the Debtors’ rights to dispute any such Claim or assert any cause of action or defense against any party.
7. **Net Book Value of Assets and Liabilities.** It would be prohibitively expensive and unduly burdensome for the Debtors to obtain current market valuations for their assets. Unless otherwise indicated, the asset information provided in the Schedules and Statements, except as may be otherwise noted, reflects net book values, as estimated by the Debtors, as of the Petition Date, and the liability information provided in the Schedules and Statements, except as may be otherwise noted, reflects net book values, as estimated by the Debtors, as of the Petition Date, adjusted for authorized payments made under certain orders entered by the Court. Because the net book values of certain assets may materially differ from their fair market values, they may be listed as undetermined amounts as of the Petition Date. For the avoidance of doubt, nothing contained in the Schedules and Statements is indicative of the Debtors’ enterprise value. The omission of an asset from the Schedules and Statements does not constitute a representation regarding the economic value or ownership of such asset and any such omission does not constitute a waiver of any rights of the Debtors with respect to such asset.

Net book values of assets prepared in accordance with GAAP generally do not reflect the current performance of the assets or the impact of the industry environment and may differ materially from the actual value and/or performance of the underlying assets. Moreover, the Schedules and Statements do not reflect some or all of the adjustments the Debtors’ management would or will make as part of their preparation of quarterly or annual financial

statements that are likely to result in additional charges, impairments, reserves or write-offs that reduce the values of the assets in the Statements and Schedules.

8. **Confidential or Sensitive Information.** In line with the relief granted in the *Final Order (A) Authorizing, But Not Directing, the Debtors to (I) Waive Requirements to File a List of, and Provide Notice to All Equity Holders, (II) Redact Certain Personal Identification Information for Individual Creditors, and (B) Granting Other Related Relief* [Docket No. 184] (the “**Creditor Matrix Order**”) and to protect the privacy of certain parties, including, among others, the Debtors’ employees, certain identifying information, such as mailing addresses of individuals, was excluded from the Schedules and Statements.
9. **Accuracy.** The financial information disclosed herein was not prepared in accordance with federal or state securities laws or other applicable nonbankruptcy law or in lieu of complying with any periodic reporting requirements thereunder. Persons and entities trading in or otherwise purchasing, selling, or transferring the claims against or equity interests in the Debtors should evaluate this financial information in light of the purposes for which it was prepared. The Debtors are not liable for and undertake no responsibility to indicate variations from securities laws, from GAAP or for any evaluations of the Debtors based on this financial information or any other information.
10. **Recharacterization.** Notwithstanding the Debtors’ reasonable efforts to properly characterize, classify, categorize, or designate certain Claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements, the Debtors may nevertheless have improperly characterized, classified, categorized, designated, or omitted certain items due to the complexity and size of the Debtors’ businesses and because the Debtors have not historically tracked assets and liabilities on an entity-by-entity or a Debtor-by-Debtor basis. Accordingly, the Debtors reserve all rights to recharacterize, reclassify, recategorize, redesignate, add, or delete items reported in the Schedules and Statements at a later time as is necessary or appropriate as additional information becomes available, including, whether contracts or leases listed herein were deemed executory or unexpired as of the Petition Date and remain executory and unexpired postpetition.
11. **Allocation of Liabilities.** The Debtors have sought to allocate liabilities between the prepetition and postpetition periods and among Debtors based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between the prepetition and postpetition periods or among Debtors may change. Accordingly, the Debtors reserve all of their rights to amend, supplement, or otherwise modify the Schedules and Statements as is necessary or appropriate.

The liabilities listed on the Schedules do not reflect any analysis of claims under section 503(b)(9) of the Bankruptcy Code.

12. **Accounts Payable and Disbursement System.** The Debtors maintain a Cash Management System to collect and disburse funds in the ordinary course of business. A more complete description of the Debtors’ Cash Management System is set forth in the Cash Management Motion.

13. **Excluded Assets and Liabilities.** The Debtors have excluded rejection damage Claims of counterparties to executory contracts and unexpired leases that may or may not be rejected, to the extent such damage Claims exist. In addition, certain immaterial assets and liabilities may have been excluded.

The Court has authorized (but not directed) the Debtors to pay, in their discretion, certain outstanding Claims on a postpetition basis. As discussed below, prepetition liabilities that the Debtors have paid postpetition, or those which the Debtors plan to pay, in accordance with this authorization may not be listed in the Schedules and Statements.

14. **Insiders.** In circumstances where the Schedules and Statements require information regarding “insiders,” the Debtors have included information with respect to the individuals who the Debtors believe would be included in the definition of “insider” pursuant to section 101(31) of the Bankruptcy Code.

The listing of a party as an insider for purposes of the Schedules and Statements is not intended to be, nor should it be, construed as an admission of any fact, right, claim, or defense (including an admission about whether or not such person is an “insider” pursuant to section 101(31) of the Bankruptcy Code) and all such rights, claims, and defenses are hereby expressly reserved. Information regarding the individuals listed as “insiders” in the Schedules and Statements have been included for informational purposes only, and such information may not be used for: (a) the purposes of determining (i) control of the Debtors; (ii) the extent to which any individual exercised management responsibilities or functions; (iii) corporate decision making authority over the Debtors; or (iv) whether the Debtors or any such insider could successfully argue that he or she is not an “insider” under applicable law, including the Bankruptcy Code and federal securities laws, or with respect to any theories of liability; or (b) for any other purpose.

15. **Personally Identifiable Information.** The Debtors collect a limited amount of information about customers via their website, portals, and over the telephone or in person. The Debtors may also collect personally identifiable information from third parties, obtaining express customer permission as required. Examples of the types of information collected by the Debtors include name, mailing address, telephone number, email address, personal identification numbers, among others. The Debtors retain such information only for the Debtors to comply with business, tax, and legal requirements, subject to applicable retention and deletion laws. Pursuant to the Creditor Matrix Order, the Debtors have redacted such personally identifiable information in the Schedules and Statements to protect the privacy of certain parties, including, among others, the Debtors’ employees and certain identifying information, such as mailing addresses of individuals.

16. **Intellectual Property Rights.** The exclusion of certain intellectual property shall not be construed as an admission that such intellectual property or intellectual property rights are not owned by the Debtors, have been abandoned, terminated, assigned, expired by their terms, assigned, or otherwise transferred pursuant to a sale, acquisition, other transaction, or have immaterial value. Although the Debtors have made every effort to attribute intellectual property to the rightful Debtor owner, in certain instances, intellectual property

owned by one Debtor may, in fact, be owned by another Debtor or may have been inadvertently omitted. Accordingly, the Debtors reserve all their rights with respect to the legal status of any and all such intellectual property rights. Furthermore, the Debtors' intellectual property has not been recorded on the Statements in accordance with GAAP and therefore are not ascribed any value in the Schedules.

17. **Zero Dollar Amounts.** Amounts listed may also have unliquidated or undetermined components.
18. **Executory Contracts and Unexpired Leases.** Although the Debtors have made reasonable efforts to attribute an executory contract to its rightful Debtor, in certain instances, the Debtors may have inadvertently failed to do so. Due to the voluminous nature of each of the Debtors' executory contracts, the Debtors do not make, and specifically disclaim, any representation or warranty as to the completeness or accuracy of the information set forth in Schedule G. Accordingly, the Debtors reserve all rights with respect to the named parties of any and all executory contracts, including the right to amend Schedule G for any Debtor. The Debtors further reserve all of their rights, claims, and causes of action with respect to the contracts and agreements listed on Schedule G, including the right to dispute or challenge the characterization or the structure of any transaction, document, or instrument related to a creditor's claim, to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth in Schedule G, and to amend or supplement Schedule G as necessary. Moreover, the inclusion of any agreement on Schedule G does not constitute an admission that such agreement is an executory contract or unexpired lease, and the Debtors reserve all rights in that regard, including, without limitation, that any agreement is not executory, has expired pursuant to its terms, or was terminated prepetition.
20. **Guarantees and Other Secondary Liability Claims.** The Debtors have exercised reasonable efforts to locate and identify guarantees in their executory contracts, unexpired leases, financings, and other such agreements. The Debtors may have inadvertently omitted guarantees embedded in their contractual agreements or may identify additional guarantees as they continue their review of their books and records and contractual agreements. The Debtors reserve their rights, but are not required, to amend the Schedules and Statements if additional guarantees are identified.
21. **Claims Designations.** Schedules D and E/F permit each of the Debtors to designate a Claim as "disputed," "contingent," and/or "unliquidated." Any failure to designate a Claim on a given Debtor's Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by that Debtor that such amount is not "disputed," "contingent," or "unliquidated," or that such Claim is not subject to objection. The Debtors reserve all of their rights to dispute, or assert offsets or defenses to any Claim reflected on their respective Schedules and Statements on any grounds, including liability, priority, and classification. Additionally, the Debtors expressly reserve all of their rights to subsequently designate such Claims as "disputed," "contingent," or "unliquidated." Moreover, listing a Claim does not constitute an admission of liability by the Debtors.

22. **Estimates and Assumptions.** The preparation of the Schedules and Statements required the Debtors to make certain reasonable estimates and assumptions that affect the reported amounts and accruals of assets and liabilities and of contingent assets and contingent liabilities on the date of the Schedules and Statements, among other reported amounts. Although such amounts and accruals are based on current known information, these amounts and accruals do not reflect the full range of possible outcomes and actual results may differ materially from such estimates and may be adjusted in the future based on new developments. The Debtors reserve all rights to amend the Schedules and Statements to reflect changes in those estimates and assumptions.
23. **Claims and Causes of Action.** Despite their reasonable efforts to identify all known assets, the Debtors may not have identified and/or listed all of their causes of action or potential causes of action against third parties as assets in the Schedules and Statements, including causes of action that are required to be kept confidential and causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. The Debtors reserve all of their rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertible directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law (collectively, “**Causes of Action**”) they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any claims or Causes of Action or in any way prejudice or impair the assertion of such claims or Causes of Action.
24. **Summary of Significant Reporting Policies.** The following is a summary of significant reporting policies:
- **Undetermined Amounts.** The description of an amount as “unknown,” “TBD,” or “undetermined” is not intended to reflect upon the materiality of such amount.
 - **Totals.** All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are amounts presently unknown or of undetermined value, the actual total may be different than the total listed in the Schedules and Statements.
 - **Paid Claims.** Pursuant to various orders entered by the Court in these chapter 11 cases (the “**First Day Orders**”), the Debtors were authorized (but not directed) to pay certain outstanding prepetition Claims, including certain prepetition claims of employees, certain vendors, and taxing authorities in their discretion on a postpetition basis. Accordingly, these liabilities may have been or may be satisfied in accordance with the First Day Orders and therefore, generally are not listed in the Schedules and Statements.

Regardless of whether such claims are listed in the Schedules and Statements, to the extent such claims are paid pursuant to any order of the Court (including the First Day Orders), the Debtors reserve all rights to amend, supplement, or otherwise modify the Schedules and Statements as necessary or appropriate. To the extent the Debtors pay any of the Claims listed in the Schedules and Statements pursuant to any orders entered by the Court (including the First Day Orders), the Debtors reserve all of their rights to amend or supplement the Schedules and Statements or take other action as is necessary or appropriate to avoid over-payment of or duplicate payments for any such liabilities.

- Other Paid Claims. To the extent the Debtors have reached any postpetition settlement with a vendor or other creditor, the terms of such settlement will prevail, supersede amounts listed in the Debtors' Schedules and Statements, and shall be enforceable by all parties, subject to Court approval.
- Unknown Debtors. In certain instances, certain contracts or other relevant documents may not specify a particular Debtor or Debtors or may include the incorrect legal entity as the contractual counterparty. Furthermore, a particular Debtor may have historically made payments on behalf of another Debtor, for which such repayment obligation is not reflected in whole or part on the Statements or Schedules of the correct contractual counterparty.
- Liens. Property and equipment listed in the Schedules and Statements are presented without consideration of any liens that may attach (or have attached) to such property and equipment.

25. Currency. Unless otherwise indicated, all amounts are reflected in U.S. Dollars. Any currency conversions are as of June 27, 2023.

26. Intercompany Payables and Receivables.

As described more fully in the Cash Management Motion, the Debtors engage in a range of intercompany transactions in the ordinary course of business. Pursuant to the final order granting the relief requested in the Cash Management Motion [Docket No. 187], the Court has granted the Debtors authority to continue such intercompany transactions in the ordinary course of business.

Prior to the Petition Date, the Debtors did not track intercompany transactions and related payables and receivables. Any listing by the Debtors of any account between a Debtor and another Debtor is a statement of what appears in the Debtors' books and records and does not reflect any admission or conclusion of the Debtors regarding the allowance, classification, characterization, validity, or priority of such account. The Debtors' management established certain intercompany accounts as of the Petition Date, that do not reflect the full amount of intercompany transactions were they to have been consistently prepared historically and/or in accordance with GAAP. The Debtors take no position in these Schedules and Statements as to whether such amounts would be allowed as a Claim,

an Interest, or not allowed at all. The Debtors reserve all rights with respect to such accounts.

27. **Setoffs.** The Debtors may incur certain setoffs and other similar rights during the ordinary course of business. Such setoffs and similar rights may occur due to a variety of transactions and disputes, including, without limitation to, intercompany transactions, pricing discrepancies, returns, warranties, credits, refunds, negotiations, and/or disputes between the Debtors and their vendors or customers. These normal setoffs are consistent with the ordinary course of business of the Debtors' industry. Due to the voluminous nature of setoffs and nettings, it would be unduly burdensome and costly for the Debtors to list each such transaction. Therefore, although such setoffs and other similar rights may have been accounted for when scheduling certain amounts, these ordinary course setoffs are not independently accounted for, and as such, are or may be excluded from the Debtors' Schedules and Statements. In addition, some amounts listed in the Schedules and Statements may have been affected by setoffs or nettings by third parties of which the Debtors are not yet aware. The Debtors reserve all rights to challenge any setoff and/or recoupment rights that may be asserted.
28. **Credits and Adjustments.** The claims of individual creditors for, among other things, goods, products, services, or taxes are listed as the amounts entered on the Debtors' books and records and may not reflect credits, allowances, or other adjustments due from such creditors to the Debtors. The Debtors reserve all of their rights with regard to such credits, allowances, and other adjustments, including, but not limited to, the right to modify the Schedules and Statements, assert claims objections and/or setoffs with respect to the same, or apply such adjustments in the ordinary course of business on a postpetition basis.

Specific Disclosures with Respect to the Debtors' Schedules

Schedules Summary. Except as otherwise noted, the asset and liability information provided herein represents the Debtors' assets and liabilities as of the Petition Date.

All values set forth in Schedule A/B reflect the book value of the Debtors' assets as of the Petition Date, to the extent that such value is reflected in the Debtors' books and records and unless otherwise noted elsewhere. For financial reporting purposes, the Debtors ordinarily prepare consolidated financial statements. Unlike the consolidated financial statements, the Schedules reflect the assets and liabilities of each Debtor on a nonconsolidated basis, except where otherwise indicated. Accordingly, the totals listed in the Schedules will likely differ, at times materially, from the consolidated financial reports prepared by the Debtors for financial reporting purposes or otherwise.

The Schedules neither purport to represent financial statements prepared in accordance with GAAP, nor are they intended to be fully reconciled with the financial statements of each Debtor. Certain write-downs, impairments, reserves, charges and other accounting adjustments may not be reflected in the Schedules or are incomplete or preliminary. Additionally, the Schedules contain unaudited information that is subject to further review and potential adjustment and reflect the Debtors' reasonable best efforts to report the assets and liabilities of each Debtor on an unconsolidated basis.

Moreover, given, among other things, the uncertainty surrounding the collection and ownership of certain assets and the valuation and nature of certain liabilities, to the extent that a Debtor shows more assets than liabilities, this is not an admission that the Debtor was solvent as of the Petition Date or at any time before the Petition Date. Likewise, to the extent a Debtor shows more liabilities than assets, this is not an admission that the Debtor was insolvent as of the Petition Date or at any time before the Petition Date.

Schedules A/B

Part 1:

- Details with respect to the Debtors' cash management system are provided in the Cash Management Motion. The balances of the financial accounts listed on Schedule A/B, Part 1 are reflected on the Debtors' bank statements as of the Petition Date.

Part 2:

- The Debtors have numerous forms of deposits including utility, security, and insurance deposits. The Court entered a final order [Docket No. 183], which authorized the Debtors to provide adequate assurance of payment for future utility services. Such deposit is not listed on Schedule A/B, which is presented as of the Petition Date.
- The Debtors have numerous prepaid expenses including those made to vendors in advance of such vendor delivering goods or services, among others.

Part 4:

- Ownership interests in affiliates have been listed in Schedule A/B, Part 4 as undetermined. The Debtors make no representation as to the value of their ownership of each subsidiary as the fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from their net book value.

Parts 5, 7, 8 and 9:

- An external or professional valuation of the Debtors' inventory has not been undertaken. Dollar amounts are presented net of accumulated depreciation, reserves and other adjustments as of the Petition Date, and prior to completion of standard quarterly review procedures that will result in additional charges and adjustments. The Debtors' office and other property leases are set forth in Schedule G.

Part 10:

- The Debtors have various intangibles and intellectual property, which are listed as an undetermined amount or at their net book value. The fair market value of such assets is dependent on numerous variables and factors and may differ significantly from their net book value. Furthermore, the Debtors' intellectual property has not been recorded on the

Statements in accordance with GAAP and therefore are not ascribed any value in the Schedules.

Part 11:

- Schedule A/B for Debtor LMC lists certain federal and local net operating losses (“NOLs”) related to certain tax attributes as of December 31, 2022. Federal and local tax laws impose certain restrictions on the utilization of NOLs. Accordingly, the realizable value associated with these tax attributes are unknown and undetermined.
- The Debtors maintain a variety of insurance policies including general liability, commercial property, property liability, workers’ compensation, directors & officers’ liability. A list of the Debtors’ insurance policies and related information is set forth in the *Debtors’ Motion for Entry of Interim and Final Orders (a) Authorizing, But Not Directing the Debtors to (i) Maintain Existing Insurance Policies and Pay All Insurance Obligations Arising Thereunder and (ii) Renew, Revise, Extend, Supplement, Change or Enter Into New Insurance Policies, (b) Modifying Automatic Stay With Respect to Workers’ Compensation Programs, and (c) Granting Related Relief* [Docket No. 12]. The Debtors believe that there is no cash value to such insurance policies. The insurance policies are listed in the respective policyholder entity level; however, these policies may cover other Debtor entities.
- The Debtors reserve all their rights with respect to any claims, causes of action, or avoidance actions they may have. The Schedules shall not be deemed a waiver of any such claims, causes of action, or avoidance actions or in any way prejudice or impair the assertion of such claims.

Schedule D

- Except as otherwise stated in an order entered by the Court, the Debtors reserve their rights to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be granted or perfected in any specific asset for the benefit of a secured creditor on a Debtor’s Schedule D. Moreover, although the Debtors may have scheduled claims of certain entities as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such claim or the characterization of the structure of any transaction or any document or instrument (including, without limitation, any intercompany agreement) related to such claim.
- The Debtors have not included parties that may believe their Claims are secured through setoff rights, inchoate statutory lien rights, or other lien rights created by the laws of the various jurisdictions in which the Debtors operate.

Schedule E/F

- The Debtors have received relief under various Court orders, including the First Day Orders. The amounts accrued and payable on account of such Claims covered by the First Day Orders are not reflected on Schedule E/F. Additionally, Schedule E/F does not include

potential rejection damage claims, if any, of the counterparties to executory contracts and unexpired leases that have been, or may be, rejected.

- The claims of individual creditors for, among other things, goods, products, services, or taxes are listed as the amounts entered on the Debtors' books and records and may not reflect credits, allowances, or other adjustments due from such creditors to the Debtors. The Debtors reserve all their rights regarding such credits, allowances, and other adjustments, including the right to assert claims objections and/or setoffs with respect to the same.
- Schedule E/F does not include certain deferred charges, deferred liabilities, accruals, or general reserves. Such amounts have only partially been updated for the period ended June 30, 2023 are, however, only partially reflected on the Debtors' books and records as required in accordance with GAAP and remain subject to completion of quarterly accounting procedures, including review by the Debtors' auditor. Such accruals are general and/or preliminary estimates of liabilities and do not represent specific Claims as of the Petition Date. The Debtors have made commercially reasonable efforts to include as contingent, unliquidated, or disputed the Claim of any vendor not included on the Debtors' open accounts payable that is associated with an account that has an accrual or receipt not invoiced. Further, in addition to the items listed in Schedule E/F, certain of the Debtors, from time to time, provide performance guarantees of obligations of certain other Debtors or Debtor affiliates in connection with various contractual obligations, which may not be listed in the Schedules. Where applicable, the amounts listed in Schedule F consider credits and overpayments owed to the Debtors.
- Claimants are identified on the Schedules as they exist on the Debtors' books and records. Accordingly, there may be duplication of individual claimants on the Schedules. In aggregate, claim amounts reflect the Debtors' books and records.
- Claims listed in Schedule E/F arose or were incurred on various dates. Determining the date upon which each claim in Schedule E/F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtors do not list a date for each claim listed on Schedule E/F. Where available, specific dates are listed.
- Schedule E/F contains information regarding potential and/or pending litigation involving the Debtors. All asserted or potential litigation-related claims referenced in Schedule E/F are contingent, unliquidated, and disputed. In certain instances, the Debtor that is the subject of the litigation is unclear or undetermined. To the extent that litigation involving a particular Debtor has been identified, however, such information is contained in the Schedule for that Debtor. Any information contained in Schedule F with respect to such potential litigation shall not be a binding representation of the Debtors' liabilities with respect to any of the pending and/or potential lawsuits and proceedings included therein.
- Claim amounts listed on the Schedule E/F may differ from the amounts reflected on the *List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* filed as part of the Debtors' petitions due to subsequently identified information, updates on the Debtors' books and records, or subsequent payables made pursuant to any Court orders.

Schedule G

- Although reasonable efforts have been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases, inadvertent errors, omissions or overinclusion may have occurred in preparing Schedule G. Such rights, powers, duties, and obligations are not separately set forth on Schedule G. The Debtors hereby expressly reserve the right to assert that any instrument listed on Schedule G is or is not an executory contract within the meaning of section 365 of the Bankruptcy Code. The Debtors reserve all of their rights, claims, and causes of action with respect to claims associated with any contracts and agreements listed on Schedule A/B, including, but not limited to their right to dispute or challenge the characterization or the structure of any transaction, document, or instrument related to a creditor's claim. In addition, agreements and underlying documentation related to the Debtors' prepetition debt is not included in Schedule G. The Debtors reserve all their rights with respect to such agreements.
- Certain of the executory contracts and unexpired leases listed on Schedule G may contain certain renewal options, guarantees of payment, rights of first refusal, among other rights. Such rights, powers, duties, and obligations are not set forth separately on Schedule G. In addition, the Debtors may have entered into various other types of agreements in the ordinary course of business, such as supplemental agreements, amendments/letter agreements, and confidentiality agreements. Such documents also are not set forth in Schedule G.
- Certain of the contracts and agreements listed on Schedule G may consist of several parts, including purchase orders, amendments, restatements, waivers, letters, and other documents that may not be listed on Schedule G or that may be listed as a single entry. The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda, and other documents, instruments, and agreements that may not be listed therein despite the Debtors' use of reasonable efforts to identify such documents. The Debtors reserve their rights to challenge whether such related materials constitute an executory contract, a single contract or agreement, or multiple, severable, or separate contracts.
- Further, unless otherwise specified on Schedule G, the Debtors have made reasonable efforts to ensure that each executory contract or unexpired lease listed thereon shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is listed thereon. In some cases, the same supplier or provider appears multiple times on Schedule G. This multiple listing is intended to reflect distinct agreements between the applicable Debtor and such supplier or provider.
- In the ordinary course of business, the Debtors may have entered into confidentiality agreements which, to the extent that such confidentiality agreements constitute executory

contracts, are not listed on Schedule G due to confidentiality clauses. The Debtors reserve all of their rights with respect to such agreements.

- Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired leases. The Debtors' rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are not impaired by the omission.

Specific Disclosures with Respect to the Debtors' Statements

Statements, Part 1, Question 1:

- Gross Revenue reflects activity by Debtor in 2021, 2022 and year to date through the Petition Date.
- Revenue may vary from the Debtors' consolidated financial statements as negative balances were excluded from Other Revenue.

Statements, Part 2, Question 3:

- Amounts listed in Part 2, Question 3 include any disbursement(s) or other transfer(s) made by the Debtors within the 90 days prior to the Petition Date, excluding any such disbursement(s) or transfer(s) made to (a) "insiders" (which appear in Statements, Question 4) or (b) bankruptcy professionals (which appear in Statements, Question 11). All transfers disclosed in Part 2, Question 3 are listed in alphabetical order by payee name.
- The Debtor entities utilize Paylocity Corporation ("**Paylocity**") to process employee payroll taxes related to compensation payouts. The Debtors make batch payments to Paylocity on behalf of all employees. Therefore, amounts listed herein represent each separate batch payment that is made.

Statements, Part 2, Question 4:

- Individuals listed as insiders have been included for informational purposes only. The Debtors do not take any position with respect to (i) such individual's influence over the control of the Debtors; (ii) the management responsibilities or functions of such individual; (iii) the decision making or corporate authority of such individual; or (iv) whether such individual could successfully argue that he or she is not an insider under applicable law, including, without limitation, the federal securities laws, or with respect to any theories of liability or for any other purpose. As such, the Debtors reserve all rights to dispute whether someone identified is in fact an "insider" as defined in section 101(31) of the Bankruptcy Code.
- The payroll-related amounts shown in response to this question for any salary, bonus or additional compensation, and/or severance payments are net amounts that include reductions for amounts including employee tax and benefit withholdings.

- Intercompany transactions reflect only those transfers that include cash settlement between the Debtor and another Debtor. Intercompany transaction dates are as of the posted date or fiscal date but may not reflect the actual dates of the underlying activity. The Debtors undertook their commercially reasonable best efforts to identify all intercompany transactions resulting in cash settlement but make no representations that there are not inadvertent exclusions of payments.

Statements, Part 2, Question 5:

- Other than ordinary course items, the Debtors are not aware of any property that has been returned to seller(s).

Statements, Part 3, Question 7:

- The Debtors have devoted substantial resources to identify and provide as much information for as many proceedings as possible. While the Debtors believe they were diligent in their efforts, certain data fields were not completed due to the associated burden to the Debtors. Should any parties in interest request additional information, the Debtors will work with such parties and supplement Statements, Question 7 as commercially reasonable or otherwise directed by the Court.
- The Debtors reserve all rights, claims, and defenses with respect to all listed lawsuits and administrative proceedings (or potential lawsuits and administrative proceedings). The listing of any such lawsuits and proceedings shall not constitute an admission by the Debtors and their estates of any liabilities or that the actions or proceedings were correctly filed against the Debtors or affiliate of the Debtors (if any). The Debtors also reserve their rights to assert that neither the Debtors nor any affiliate of the Debtors is an appropriate party to such actions or proceedings. Tax assessments are not included in Statements, Question 7.

Statements, Part 5, Question 10:

- Losses listed may exclude those incurred in the ordinary course of business which do not exceed the deductible cap on the applicable Debtor's respective policies.

Statements, Part 6, Question 11:

- Presented herein are payments made to various professional services firms for services rendered within one year immediately preceding the Petition Date. The services rendered pertain to (i) restructuring negotiations, (ii) relief under the Bankruptcy Code, and/or (iii) preparation of a bankruptcy petition.
- Information regarding the Debtors' retention of professional service firms is more fully described in the individual retention applications and related orders.

Statements, Part 6, Question 13:

- The Debtors may also abandon assets in place at the locations for which they have no future use or have been unable to sell to a third party. These types of transfers have not been disclosed.

Statements, Part 7, Question 14:

- The Debtors have included a listing of all previous owned or leased addresses.

Statements, Part 9, Question 16:

- The Debtors collect and retain a variety of personally identifiable information. All policies are governed by privacy policies renewed annually.

Statements, Part 13, Question 26(a):

- The Debtors have listed those individuals that have been identified as having the primary responsibility to maintain or supervise the keeping of the Debtors' books and records. Notwithstanding this listing, additional parties not listed may have had access to the Debtors' books and records. The Debtors' financial statements are also included in their periodic securities filings with the SEC and available to the public.

Statements, Part 13, Questions 26(c) and 26(d):

- Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Debtors have filed with the U.S. Securities and Exchange Commission (the "SEC") reports on Form 8-K, Form 10-Q, and Form 10-K. These SEC filings contain consolidated financial information relating to the Debtors.
- Additionally, consolidated financial information for the Debtors is posted on the Debtors' website at <https://investor.lordstownmotors.com/>. Because the SEC filings and the website are of public record, the Debtors do not maintain records of the parties that requested or obtained copies of any of the SEC filings from the SEC or the Debtors.
- The Debtors provide certain parties, such as banks, auditors, potential investors, vendors, and financial advisors with financial statements. The Debtors have used reasonable efforts to identify and list all these parties, but there could be omissions.

Statements, Part 13, Question 28:

- Contained herein are officers, directors, managing members, general partners, members in control, controlling shareholders, or other individuals or entities in control of the Debtors as of the Petition Date. This includes shareholders known by the Debtors to hold greater than five percent of each Debtor's voting or equity securities (consistent with reporting requirements under Schedule 13D or 13G). Commercially reasonable efforts have been made to provide accurate and complete information regarding the former officers, directors, managing members, general partners, members in control, controlling shareholders, or other individuals or entities in control of the Debtors within one year

before the Petition Date, but who no longer hold these positions. While this information was based on a review of the best historical information available, inadvertent errors or omissions may exist.

Statements, Part 13, Question 30:

- All known disbursements to “insiders” of the Debtors have been listed in the response to Statements, Question 4. Certain of the Debtors’ executive officers received distributions net of tax withholdings of the year preceding the Petition Date. The amounts listed under Statements, Question 4 reflect the gross amounts paid, rather than the net amounts after deducting for tax withholdings.

[Remainder of page intentionally left blank.]

Fill in this information to identify the case:

Debtor name Lordstown EV Corporation
 United States Bankruptcy Court for the: _____ District of Delaware
 (State)
 Case number (if known): 23-10832

Check if this is an amended filing

Official Form 207

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy 04/22

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

Part 1: Income

1. Gross revenue from business

None

Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year		Sources of revenue Check all that apply	Gross revenue (before deductions and exclusions)
From the beginning of the fiscal year to filing date:	From <u>01/01/2023</u> to Filing date <small>MM / DD / YYYY</small>	<input checked="" type="checkbox"/> Operating a business <input type="checkbox"/> Other _____	\$ <u>2,339,874</u>
For prior year:	From <u>01/01/2022</u> to <u>12/31/2022</u> <small>MM / DD / YYYY</small>	<input checked="" type="checkbox"/> Operating a business <input type="checkbox"/> Other _____	\$ <u>194,446</u>
For the year before that:	From <u>01/01/2021</u> to <u>12/31/2021</u> <small>MM / DD / YYYY</small>	<input checked="" type="checkbox"/> Operating a business <input type="checkbox"/> Other _____	\$ <u>0</u>

2. Non-business revenue

Include revenue regardless of whether that revenue is taxable. *Non-business income* may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

None

		Description of sources of revenue	Gross revenue from each source (before deductions and exclusions)
From the beginning of the fiscal year to filing date:	From <u>01/01/2023</u> to Filing date <small>MM / DD / YYYY</small>	SEE APPENDIX A	\$ <u>1,584,606</u>
For prior year:	From <u>01/01/2022</u> to <u>12/31/2022</u> <small>MM / DD / YYYY</small>	SEE APPENDIX A	\$ <u>123,718,672</u>
For the year before that:	From <u>01/01/2021</u> to <u>12/31/2021</u> <small>MM / DD / YYYY</small>	SEE APPENDIX A	\$ <u>(9,654,946)</u>

Debtor Lordstown EV Corporation
Name

Case number (if known) 23-10832

Part 2: List Certain Transfers Made Before Filing for Bankruptcy

3. Certain payments or transfers to creditors within 90 days before filing this case

List payments or transfers—including expense reimbursements—to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$7,575. (This amount may be adjusted on 4/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

None

Creditor's name and address	Dates	Total amount or value	Reasons for payment or transfer <i>Check all that apply</i>
3.1. <u>SEE APPENDIX B</u> Creditor's name Street City State ZIP Code	<u>SEE APPENDIX B</u>	\$ <u>32,474,516</u>	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other <u>SEE APPENDIX B</u>
3.2. Creditor's name Street City State ZIP Code		\$ _____	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other _____

4. Payments or other transfers of property made within 1 year before filing this case that benefited any insider

List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$7,575. (This amount may be adjusted on 4/01/25 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. *Insiders* include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

None

Insider's name and address	Dates	Total amount or value	Reasons for payment or transfer
4.1. <u>SEE APPENDIX C</u> Insider's name Street City State ZIP Code	<u>SEE APPENDIX C</u>	\$ <u>90,874</u>	<u>SEE APPENDIX C</u>
Relationship to debtor <u>SEE APPENDIX C</u>			
4.2. Insider's name Street City State ZIP Code		\$ _____	
Relationship to debtor _____			

Debtor Lordstown EV Corporation
Name

Case number (if known) 23-10832

5. Repossessions, foreclosures, and returns

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

None

Creditor's name and address	Description of the property	Date	Value of property
5.1. Creditor's name Street City State ZIP Code			\$ _____
5.2. Creditor's name Street City State ZIP Code			\$ _____

6. Setoffs

List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

None

Creditor's name and address	Description of the action creditor took	Date action was taken	Amount
Creditor's name Street City State ZIP Code			\$ _____
Last 4 digits of account number: XXXX- _ _ _ _			

Part 3: Legal Actions or Assignments

7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

None

Case title	Nature of case	Court or agency's name and address	Status of case
7.1. SEE APPENDIX D	SEE APPENDIX D	SEE APPENDIX D Name Street City State ZIP Code	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
7.2. Case title		Court or agency's name and address Name Street City State ZIP Code	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

Debtor Lordstown EV Corporation
Name

Case number (if known) 23-10832

8. Assignments and receivership

List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

None

Custodian's name and address			Description of the property	Value
Custodian's name				\$ _____
Street				
City State ZIP Code				
Case title		Court name and address		
		Name		
Case number		Street		
		City State ZIP Code		
Date of order or assignment				
		City State ZIP Code		

Part 4: Certain Gifts and Charitable Contributions

9. List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000

None

Recipient's name and address	Description of the gifts or contributions	Dates given	Value
9.1. Recipient's name			\$ _____
Street			
City State ZIP Code			
Recipient's relationship to debtor			
9.2. Recipient's name			\$ _____
Street			
City State ZIP Code			
Recipient's relationship to debtor			

Part 5: Certain Losses

10. All losses from fire, theft, or other casualty within 1 year before filing this case.

None

Description of the property lost and how the loss occurred	Amount of payments received for the loss	Date of loss	Value of property lost
	If you have received payments to cover the loss, for example, from insurance, government compensation, or tort liability, list the total received. List unpaid claims on Official Form 106A/B (Schedule A/B: Assets – Real and Personal Property).		\$ _____

Debtor Lordstown EV Corporation
Name

Case number (if known) 23-10832

Part 6: Certain Payments or Transfers

11. Payments related to bankruptcy

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

None

	Who was paid or who received the transfer?	If not money, describe any property transferred	Dates	Total amount or value
11.1.	SEE APPENDIX E	SEE APPENDIX E	SEE APPENDIX E	\$ 5,168,550
	Address			
	SEE APPENDIX E			
	Street			

	City State ZIP Code			

	Email or website address			
	SEE APPENDIX E			

	Who made the payment, if not debtor?			
	N/A			

	Who was paid or who received the transfer?	If not money, describe any property transferred	Dates	Total amount or value
11.2.	_____	_____	_____	\$ _____
	Address			

	Street			

	City State ZIP Code			

	Email or website address			

	Who made the payment, if not debtor?			

12. Self-settled trusts of which the debtor is a beneficiary

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device. Do not include transfers already listed on this statement.

None

Name of trust or device	Describe any property transferred	Dates transfers were made	Total amount or value
_____	_____	_____	\$ _____
Trustee			

Debtor Lordstown EV Corporation
Name

Case number (if known) 23-10832

13. Transfers not already listed on this statement

List any transfers of money or other property—by sale, trade, or any other means—made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

None

Who received transfer?	Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value
13.1. <u>Foxconn EV Technology, Inc.</u>	<u>Lordstown EV Corporation's manufacturing facility in Lordstown Ohio.</u>	<u>05/11/2022</u>	<u>\$ SEE APPENDIX F</u>
Address			
<u>4568 Mayfield Road</u> Street			
<u>Suite 204</u>			
<u>Cleveland</u>	<u>OH</u>	<u>44121</u>	
City	State	ZIP Code	
Relationship to debtor			
<u>Formerly part of a joint venture agreement between Foxconn EV Technology, Inc. and Lordstown EV Corporation</u>			

13.2. <u>Who received transfer?</u>	<u>_____</u>	<u>_____</u>	<u>\$ _____</u>
Address			
<u>_____</u> Street			
<u>_____</u>			
<u>_____</u>	<u>_____</u>	<u>_____</u>	
City	State	ZIP Code	
Relationship to debtor			
<u>_____</u>			

Part 7: Previous Locations

14. Previous addresses

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

Does not apply

Address	Dates of occupancy	
	From	To
14.1. <u>15041 South Commerce Drive</u> Street	<u>10/01/2019</u>	<u>04/30/2021</u>
<u>Suite 401</u>		
<u>Dearborn</u>	<u>MI</u>	<u>48120</u>
City	State	ZIP Code
14.2. <u>_____</u> Street	<u>_____</u>	<u>_____</u>
<u>_____</u>		
<u>_____</u>	<u>_____</u>	<u>_____</u>
City	State	ZIP Code

Debtor Lordstown EV Corporation
Name

Case number (if known) 23-10832

Part 8: Health Care Bankruptcies

15. Health Care bankruptcies

Is the debtor primarily engaged in offering services and facilities for:
 — diagnosing or treating injury, deformity, or disease, or
 — providing any surgical, psychiatric, drug treatment, or obstetric care?

- No. Go to Part 9.
 Yes. Fill in the information below.

Facility name and address	Nature of the business operation, including type of services the debtor provides	If debtor provides meals and housing, number of patients in debtor's care
---------------------------	--	---

15.1.

Facility name		
Street	Location where patient records are maintained (if different from facility address). If electronic, identify any service provider.	How are records kept?
City State ZIP Code		Check all that apply: <input type="checkbox"/> Electronically <input type="checkbox"/> Paper

Facility name and address	Nature of the business operation, including type of services the debtor provides	If debtor provides meals and housing, number of patients in debtor's care
---------------------------	--	---

15.2.

Facility name		
Street	Location where patient records are maintained (if different from facility address). If electronic, identify any service provider.	How are records kept?
City State ZIP Code		Check all that apply: <input type="checkbox"/> Electronically <input type="checkbox"/> Paper

Part 9: Personally Identifiable Information

16. Does the debtor collect and retain personally identifiable information of customers?

- No.
 Yes. State the nature of the information collected and retained. HR, Marketing, and Telematics
 Does the debtor have a privacy policy about that information?
 No
 Yes

17. Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b), or other pension or profit-sharing plan made available by the debtor as an employee benefit?

- No. Go to Part 10.
 Yes. Does the debtor serve as plan administrator?
 No. Go to Part 10.
 Yes. Fill in below:

Name of plan	Employer identification number of the plan
<u>Lordstown EV Corporation 401K</u>	EIN: <u>8 3 - 4 6 1 2 2 5 0</u>

Has the plan been terminated?
 No
 Yes

Debtor Lordstown EV Corporation
Name

Case number (if known) 23-10832

Part 10: Certain Financial Accounts, Safe Deposit Boxes, and Storage Units

18. Closed financial accounts

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?

Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

None

	Financial institution name and address	Last 4 digits of account number	Type of account	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
18.1.	<u>The Huntington National Bank</u> Name <u>PO Box 1558 EA1W37</u> Street <u>Columbus</u> <u>OH</u> <u>43216</u> City State ZIP Code	XXXX- <u>3</u> <u>6</u> <u>1</u> <u>9</u>	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Money market <input type="checkbox"/> Brokerage <input type="checkbox"/> Other _____	<u>10/21/2022</u>	\$ <u>47,609</u>
18.2.	<u>The Huntington National Bank</u> Name <u>PO Box 1558 EA1W37</u> Street <u>Columbus</u> <u>OH</u> <u>43216</u> City State ZIP Code	XXXX- <u>3</u> <u>6</u> <u>7</u> <u>7</u>	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Money market <input type="checkbox"/> Brokerage <input type="checkbox"/> Other _____	<u>10/21/2022</u>	\$ <u>0</u>

19. Safe deposit boxes

List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

None

Depository institution name and address	Names of anyone with access to it	Description of the contents	Does debtor still have it?
Name _____ Street _____ City _____ State _____ ZIP Code _____	_____ _____ _____ Address _____ _____	_____ _____ _____	<input type="checkbox"/> No <input type="checkbox"/> Yes

20. Off-premises storage

List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

None

Facility name and address	Names of anyone with access to it	Description of the contents	Does debtor still have it?
<u>SEE APPENDIX G</u> Name Street City _____ State _____ ZIP Code _____	<u>SEE APPENDIX G</u> _____ _____ Address _____ <u>SEE APPENDIX G</u>	<u>SEE APPENDIX G</u> _____ _____	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

Debtor Lordstown EV Corporation
Name

Case number (if known) 23-10832

Part 11: Property the Debtor Holds or Controls That the Debtor Does Not Own

21. Property held for another

List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

None

Owner's name and address	Location of the property	Description of the property	Value
Name _____ Street _____ City _____ State _____ ZIP Code _____	_____ _____ _____	_____ _____ _____	\$ _____

Part 12: Details About Environmental Information

For the purpose of Part 12, the following definitions apply:

- *Environmental law* means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).
- *Site* means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.
- *Hazardous material* means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

Report all notices, releases, and proceedings known, regardless of when they occurred.

22. Has the debtor been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

No
 Yes. Provide details below.

Case title	Court or agency name and address	Nature of the case	Status of case
SEE APPENDIX H	SEE APPENDIX H	SEE APPENDIX H	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
Case number _____	Name _____ Street _____ City _____ State _____ ZIP Code _____	_____	

23. Has any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of an environmental law?

No
 Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
Name _____ Street _____ City _____ State _____ ZIP Code _____	Name _____ Street _____ City _____ State _____ ZIP Code _____	_____	_____

Debtor Lordstown EV Corporation
Name

Case number (if known) 23-10832

24. Has the debtor notified any governmental unit of any release of hazardous material?

- No
 Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
Name _____ Street _____ City _____ State _____ ZIP Code _____	Name _____ Street _____ City _____ State _____ ZIP Code _____	_____	_____

Part 13: Details About the Debtor's Business or Connections to Any Business

25. Other businesses in which the debtor has or has had an interest

List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. Include this information even if already listed in the Schedules.

- None

Business name and address	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
25.1. <u>MIH EV Design LLC</u> Name <u>4568 Mayfield Road</u> Street <u>Suite 204</u> <u>Cleveland OH 44121</u> City State ZIP Code	<u>Foxconn joint venture to design, develop, test and industrialize EC Vehicles.</u>	EIN: <u>8 8 - 2 2 8 7 1 4 0</u> Dates business existed From <u>05/11/2022</u> To <u>04/21/2023</u>
25.2. <u>Lordstown EV Sales LLC</u> Name <u>27000 Hills Tech Court</u> Street <u>Farmington Hills MI 48331</u> City State ZIP Code	<u>Wholly-owned subsidiary of Lordstown EV Corporation formed for planned purposes of sales and marketing.</u>	EIN: <u>8 5 - 3 6 9 9 1 0 1</u> Dates business existed From <u>2020</u> To <u>Present</u>
25.3. _____ Name _____ Street _____ City State ZIP Code	_____ _____ _____	EIN: _____ - _____ Dates business existed From _____ To _____

Debtor Lordstown EV Corporation
Name

Case number (if known) 23-10832

Name and address

If any books of account and records are unavailable, explain why

26c.2.

Name _____
Street _____

City State ZIP Code

26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

None

Name and address

26d.1.

Name _____
Street _____

City State ZIP Code

Name and address

26d.2.

Name _____
Street _____

City State ZIP Code

27. Inventories

Have any inventories of the debtor's property been taken within 2 years before filing this case?

No
 Yes. Give the details about the two most recent inventories.

Name of the person who supervised the taking of the inventory

Date of inventory

The dollar amount and basis (cost, market, or other basis) of each inventory

Michael Port, VP Finance & Controller

Jun.'23

\$ 2,358,359 (other basis)

Name and address of the person who has possession of inventory records

27.1.

Adam Kroll, Chief Financial Officer
Name
27000 Hills Tech Court
Street
Farmington Hills MI 48331
City State ZIP Code

Debtor Lordstown EV Corporation
Name

Case number (if known) 23-10832

Name of the person who supervised the taking of the inventory	Date of inventory	The dollar amount and basis (cost, market, or other basis) of each inventory
<u>Michael Port, VP Finance & Controller</u>	<u>Dec.'22</u>	<u>\$ 13,671,782 (other basis)</u>

Name and address of the person who has possession of inventory records

27.2. Adam Kroll, Chief Financial Officer
Name
27000 Hills Tech Court
Street

Farmington Hills MI 48331
City State ZIP Code

28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.

Name	Address	Position and nature of any interest	% of interest, if any
<u>SEE APPENDIX I</u>	<u>SEE APPENDIX I</u>	<u>SEE APPENDIX I</u>	<u>SEE APPENDIX I</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?

- No
 Yes. Identify below.

Name	Address	Position and nature of any interest	Period during which position or interest was held
_____	_____	_____	From _____ To _____
_____	_____	_____	From _____ To _____
_____	_____	_____	From _____ To _____
_____	_____	_____	From _____ To _____

30. Payments, distributions, or withdrawals credited or given to insiders

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised?

- No
 Yes. Identify below.

Name and address of recipient	Amount of money or description and value of property	Dates	Reason for providing the value
30.1. <u>SEE APPENDIX J</u> <small>Name</small> _____ <small>Street</small> _____ <small>City State ZIP Code</small>	<u>\$5,289,957</u>	<u>SEE APPENDIX J</u>	<u>SEE APPENDIX J</u>
Relationship to debtor <u>SEE APPENDIX J</u>	_____	_____	_____

Debtor Lordstown EV Corporation
Name

Case number (if known) 23-10832

Name and address of recipient

30.2 _____
Name _____
Street _____
City _____ State _____ ZIP Code _____

Relationship to debtor

31. Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?

- No
- Yes. Identify below.

Name of the parent corporation

Lordstown Motors Corp.

Employer Identification number of the parent corporation

EIN: 8 3 - 2 5 3 3 2 3 9

32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?

- No
- Yes. Identify below.

Name of the pension fund

Employer Identification number of the pension fund

EIN: _____ - _____

Part 14: Signature and Declaration

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 08 / 01 / 2023
MM / DD / YYYY

X /s/Adam Kroll _____

Signature of individual signing on behalf of the debtor

Printed name Adam Kroll

Position or relationship to debtor Chief Financial Officer

Are additional pages to *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy* (Official Form 207) attached?

- No
- Yes

Debtor: Lordstown EV Corporation
Case no.: 23-10832

<i>Currency: USD (actual \$)</i>	1/1/2023 to 6/26/2023	1/1/2022 to 12/31/2022	1/1/2021 to 12/31/2021
MIH EV Management Fee	\$ -	\$ 580,441	
Gain\Loss on Foxconn Transaction	(2,608,672)	119,142,655	-
Other Income\Expense	-	(21,592)	1,632,612
Realized FX Gains\Losses	(205,306)	364,315	101,870
Unrealized FX Gains\Losses	(61,187)	61,187	60,779
Interest and Investment Income	4,035,771	3,208,318	422,986
Gain\Loss on Fair Value of Warrants	\$ 424,000	\$ 383,348	\$ (11,873,193)
Final Amount to Include in #2	1,584,606	123,718,672	(9,654,946)

Debtor: Lordstown EV Corporation
Case no.: 23-10832

Payee Name	Street Name (and Unit/Floor if applicable)	City, State, Zip (and Country if non-US)	Reason	Date	Total
275 Hills Tech Ventures, LLC	PO Box 668	Troy, MI, 48099	Trade Vendor	various	121,459
A Say Inc dba Say Communications LLC	245 8th Avenue #1040	New York, NY, 10011	Trade Vendor	6/23/2023	56,459
ABSOLUTE ELECTRONICS INC	N85W13730 Leon Rd	Menomonee Falls, WI, 53051	Trade Vendor	various	10,586
Active Aero Group, Inc dba Ascent On-Demand dba Active PTM	2068 E Street	Belleville, MI, 48111	Trade Vendor	various	44,980
Advanced Prototype Molding, Inc.	1520 N Old Rand Rd	Wauconda, IL, 60084	Trade Vendor	3/30/2023	27,670
Advanced Test Equipment Corporation dba Advanced Test Equipment Rentals	10401 Roselle Street	San Diego, CA, 92121	Trade Vendor	various	7,968
Akebono Brake Company	34385 W. Twelve Mile Rd	Farmington Hill, MI, 48331	Trade Vendor	4/13/2023	9,230
Alliance Advisors, LLC	200 Broadacres Drive, 3rd Floor	Bloomfield, NJ, 7003	Trade Vendor	various	27,618
Allied Inc	240 Metty Suite D	Ann Arbor, MI, 48103	Trade Vendor	5/18/2023	14,097
Altron Automation Group, Inc	3523 Highland Dr	Hudsonville, MI, 49426	Trade Vendor	6/1/2023	21,200
Amazon Web Services, Inc.	PO BOX 81207	SEATTLE, WA, 98108	Trade Vendor	various	58,135
Amphenol Adronics Inc	608 E 13th Street	Hays, KS, 67601	Trade Vendor	various	221,850
Amphenol Interconnect Products Corporation	20 Valley Street	Endicott, NY, 13760	Trade Vendor	various	64,442
Ankura Intermediate Holdings, LP DBA Ankura Consulting Group LLC	485 Lexington Ave, 10th Floor	New York, NY, 10017	Trade Vendor	various	329,298
Aon Risk Services Central, Inc dba Aon Risk Services Northeast, Inc.	PO Box 95516	St. Louis, MO, 63195	Trade Vendor	6/23/2023	4,518,816
AP Expert Group LLC	228 Park Ave S., Suite #88617	New York, NY, 10003	Trade Vendor	various	26,325
Applied Medical Resources Corporation	22872 Avenida Empresa	Rancho Santa Margarita, CA, 92688	Trade Vendor	various	146,772
Argent International, Inc	41016 Concept Dr	Plymouth, MI, 48170	Trade Vendor	various	21,538
Arthur J. Gallagher Risk Management Services, Inc.	2850 Golf Road	Rolling Meadows, IL, 60008	Trade Vendor	3/27/2023	527,269
Artiflex Manufacturing LLC	731 Broadway Avenue NW	Grand Rapids, MI, 49504	Trade Vendor	3/30/2023	128,001
AT&T MOBILITY-CC	PO BOX 5085	CAROL STREAM, IL, 60197	Utility Vendor	various	62,372
ATCO Industries, Inc.	7200 15 Mile Road	Sterling Heights, MI, 48312	Trade Vendor	various	15,997
Atlas Copco Tools and Assembly Systems LLC	3301 Cross Creek Parkway	Auburn Hills, MI, 48326	Trade Vendor	various	7,950
Auto Motive Power Inc	11643 Telegraph Rd	Santa Fe Spring, CA, 90670	Trade Vendor	various	47,616
Baker Hostetler	Key Tower, 127 Public Square, Suite 2000	Cleveland, OH, 44114	Services	various	2,219,598
Barry L. Leonard and Company Inc. dba Trans Machine Technologies	920 Brenner Street	Winston-Salem, NC, 27101	Trade Vendor	various	56,645
Bee Lighting Ltd	Merse Road, North Moons Moat	Redditch, Worcestershire B98 9PL, United Kingdom	Trade Vendor	various	62,788
Bell, Donna	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	9,432
Bennie W Fowler, LLC	625 Dream Island Road	Longboat Key, FL, 34228	Trade Vendor	various	166,036
Bertouille, Edward	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	14,261
BFG Manufacturing Services, Inc.	701 Martha Street, P.O. Box 1065	Punxsutawney, PA, 15767	Trade Vendor	various	22,470
Black Diamond Network, LLC	23 Main Street	Andover, MA, 1810	Trade Vendor	various	10,212
BLOOMBERG, INC dba BGOV, LLC	1101 K ST NW #500	Washington, DC, 20005	Trade Vendor	5/18/2023	13,784
Broadrige Investor Communication Solutions Inc	PO Box417106	Boston, MA, 2241	Trade Vendor	various	187,046
BTI Measurement & Testing, LLC	7035 Jomar Drive	Whitemore Lake, MI, 48189	Trade Vendor	various	10,343
Burke E. Porter Machinery Co.	730 Plymouth Ave NE	Grand Rapids, MI, 49505	Trade Vendor	various	84,416
C&R Racing Inc.	6950 Guion Road	Indianapolis, IN, 46032	Trade Vendor	various	116,611
Caresoft Global Inc.	7025 Veterans Boulevard, Suite A	Burr Ridge, IL, 60527	Trade Vendor	6/1/2023	157,500
Carl Zeiss, Inc. dba Carl Zeiss Industrial Metrology, LLC	6250 Sycamore Lane	Maple Grove, MN, 55369	Trade Vendor	6/1/2023	195,350
CDH Detroit, Inc	7 West Square Lake Road	Bloomfield Hills, MI, 48302	Trade Vendor	5/18/2023	16,050
Cedillo, Daniel	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	7,646
Central Corporation	551 Gongdan-RO, Seongsan-Gu	Gyeongsangnam-Do 51557, South Korea	Trade Vendor	4/6/2023	33,250
CEVA Contract Logistics US Inc	15350 Vickery Dr	Houston, TX, 77032	Trade Vendor	various	387,403
CEVA International, Inc	15350 Vickery Dr	Houston, TX, 77032	Trade Vendor	various	501,684
Chroma Systems Solutions, Inc.	19772 Pauling	Foothill Ranch, CA, 92610	Trade Vendor	various	63,210
Cigna Health and Life Insurance Company	900 Cottage Grove Rd	Bloomfield, CT, 6002	Trade Vendor	various	906,730

Debtor: Lordstown EV Corporation
Case no.: 23-10832

Payee Name	Street Name (and Unit/Floor if applicable)	City, State, Zip (and Country if non-US)	Reason	Date	Total
Cigna-68470	900 Cottage Frove Rd	Bloomfield, CT, 6002	Trade Vendor	various	36,879
Cintas Corporation No.2 - Payer#18650915	P.O BOX 630910	CINCINNATI, OH, 45262	Trade Vendor	various	7,621
Cognizant Mobility, Inc	1391 Wheaton Suite 700	Troy, MI, 48083	Trade Vendor	various	701,758
Cognizant Worldwide Limited	1 Kingdom Street, Paddington Central	London W2 68D, United Kingdom	Trade Vendor	6/7/2023	29,520
Comcast Holdings Corporation dba Comcast Cable Communication Management LLC	PO Box 70284	Philadelphia, PA, 19176	Utility Vendor	6/7/2023	16,563
Complete Discovery Source, Inc (CDS)	250 Park Avenue, Suite 18	New York, NY, 10177	Trade Vendor	various	79,417
Contour Hardening Inc.	8401 Northwest Blvd.	Indianapolis, IN, 46278	Trade Vendor	6/23/2023	8,039
Cox Automotive, Inc - Manheim	P. O. BOX 105156	Atlanta, GA, 30348	Trade Vendor	various	27,867
Cox Communications California LLC dba Cox Business	6205-B Peachtree Dunwoody Road	Atlanta, GA, 30328	Trade Vendor	various	9,172
Custodial Building Services, Inc	30200 Telegraph #158	Bingham Farms, MI, 48025	Trade Vendor	various	35,061
Daimay North America Automotive Inc	24400 Plymouth Road	Redford, MI, 48239	Trade Vendor	various	10,756
Dakkota Integrated Systems, LLC	123 Brighton Lake Road, Suite 202	Brighton, MI, 48116	Trade Vendor	various	7,912
Dechert LLP	2929 Arch Street, Cira Centre	Philadelphia, PA, 19104	Trade Vendor	various	60,559
Deloitte & Touche LLP	4022 Sells Drive	Hermitage, TN, 37076	Trade Vendor	various	82,302
Detroit Engineered Products dba DEP	850 East Long Lake Dr	Troy, MI, 48085	Trade Vendor	various	61,174
DHL	16416 Northchase Dr	Houston, TX, 77060	Trade Vendor	various	17,646
Duggan Manufacturing LLC	50150 Ryan Rd	Shelby Twp, MI, 48317	Trade Vendor	various	34,549
Elaphe Propulsion Technologies LTD	Teslova ulica 30 1000	Ljubljana , Slovenia	Trade Vendor	various	1,885,431
ELKEM SILICONES USA CORP	TWO TOWER CENTER BLVD, SUITE 1802	EAST BRUNSWICK, NJ, 8816	Trade Vendor	4/26/2023	17,712
Equilibrium Solutions Pvt Ltd dba ESPL	3rd Floor, Gopal House Building, Karve Rd, Karishma	Pune 4411038, India	Trade Vendor	various	10,960
Ernst & Young	200 Plaza Drive	Secaucus, NJ, 7094	Services	various	43,678
ETRADE Financial Corporate Services, Inc.	C/O Corp. Tax Dept., 671 N. Glebe Road	Arlington, VA, 22203	Trade Vendor	various	10,150
eXcellence in IS Solutions, Inc dba X-ISS	9800 Northwest Fwy, #205	Houston, TX, 77092	Trade Vendor	4/6/2023	12,314
F&K Delvotec Inc	27182 Burbank	Foothill Ranch, CA, 92610	Trade Vendor	various	18,576
Fastforming.com LLC	300 Morning Star Dr	Rittman, OH, 44270	Trade Vendor	6/1/2023	11,264
Federal Express Corporation	PO Box 371741	Pittsburgh, PA, 15250	Trade Vendor	various	26,472
Fedex Freight	PO Box 371741	Pittsburgh, PA, 15250	Trade Vendor	various	8,752
Filec Production SAS - Amphenol	Rue De Disse	AirVault 79600, France	Trade Vendor	various	98,236
FOLEY & LARDNER LLP	777 E. Wisconsin Ave	Milwaukee, WI, 53202	Services	6/23/2023	53,647
Foxconn EV Property Development LLC	2300 Hallock Young Rd	Warren, OH, 44481	Trade Vendor	various	16,000
Foxconn EV System LLC	2300 Hallock Young Rd	Warren, OH, 44481	Trade Vendor	various	318,955
FTI Consulting, Inc.	16701 Melford Blvd., Suite 200	Bowie, MD, 20715	Services	various	108,801
GAC R&D Center Silicon Valley, Inc	639 N Pastoria Ave	Sunnyvale, CA, 94085	Trade Vendor	various	206,045
Gamma Technologies LLC	601 Oakmont Lane, Suite 220	Westmont, IL, 60559	Trade Vendor	4/20/2023	67,246
Greatech Intergration (M) SDN.BHD.	Plot 287, Lengkok Kampung Jawa 1, Bayan Lepas Free	11900 Bayan Lepas, Pulau Pinang, Malaysia	Trade Vendor	various	336,849
GreenSpot, Inc dba Push22	30300 Telegraph Rd, Suite 410	Bingham Farms, MI, 48025	Trade Vendor	various	156,900
Harco Manufacturing Group, LLC	3535 Kettering Blvd.	Moraine, OH, 45439	Trade Vendor	various	74,837
Hargrove LLC	1 Hargrove Drive	Lanham, MD, 20706	Trade Vendor	various	92,736
Haynes and Boone, LLP	2323 Victory Ave, Suite 700	Dallas, TX, 75219	Services	various	24,506
Hewlett Packard Financial Services Company	200 Connell Dr, Suite 5000	Berkley Heights, NJ, 7922	Trade Vendor	various	16,463
Hightower, Edward	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	8,461
HRB Industries Corp	3485 Swenson Ave	Saint Charles, IL, 60174	Trade Vendor	various	18,137
HubSpot Inc	PO Box 419842	Boston, MA, 2241	Trade Vendor	4/20/2023	7,806
Hydra	20 Leonado	Rancho Santa Margarita, CA, 92688	Trade Vendor	5/10/2023	74,000
IHS Global Inc	15 Inverness Way East	Englewood, CO, 80112	Trade Vendor	4/13/2023	9,186
Infosys Limited	2400 N. GLENVILLE DRIVE, SUITE C150	Richardson, TX, 75082	Trade Vendor	various	192,204

Debtor: Lordstown EV Corporation
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Payee Name	Street Name (and Unit/Floor if applicable)	City, State, Zip (and Country if non-US)	Reason	Date	Total
Innovision Automation Ltd	1414 Park Avenue East	Mansfield, OH, 44905	Trade Vendor	various	14,467
InterRegs Ltd	21-23 East Street	Fareham PO16 0BZ, United Kingdom	Trade Vendor	4/26/2023	9,130
Intrado Digital Media LLC	11808 Miracle Hills Dr	Omaha, NE, 68154	Trade Vendor	5/25/2023	11,999
ISimTec LLC	50399 Alden Dr	Macomb, MI, 48044	Trade Vendor	5/10/2023	25,968
J.D. POWER	30870 Russell Ranch Rd, Suite 300	Westlake Village, CA, 91362	Trade Vendor	various	82,500
Jain, Yuvraj	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	7,689
Jayakumar, Yakesh Kumar	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	9,362
Jennison Corporation	54 Arch Street Ext	Carnegie, PA, 15106	Trade Vendor	5/18/2023	7,671
Jiangyin Haida Rubber and Plastic Co., Ltd. dba Haida	No.585 Yungu Road, Zhouzhuang Town	Jiangyin City 214424, China	Trade Vendor	various	14,738
JLC Industries, Inc dba Metro Bolt & Fastener Corporation	19339 Glenmore	Redford, MI, 48240	Trade Vendor	various	45,880
Jones, Mike	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	10,381
Joseph L Burrow dba JoeyB QB LLC	7961 Gloyd Dr	The Plains, OH, 45780	Trade Vendor	4/26/2023	375,000
JVIS USA LLC	PO Box 530	Mt Clemens, MI, 48046	Trade Vendor	various	541,896
K2TR Family holdings 1, Corp dba Flex-n-gate forming tech llc	1306 E. University Avenue	Urbana, IL, 61822	Trade Vendor	various	109,938
Kamara, Alex	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	7,689
KB Components Canada, Inc	3786 North Talbot	Windsor NOR ILO, Canada	Trade Vendor	4/6/2023	9,479
Kekst and Company, Incorporated	437 Madison Avenue, 37th Floor	New York, NY, 10022	Services	6/26/2023	30,000
Kevin J. Soltis dba Quality Sorting Service, LLC.	6440 Tara Dr.	Youngstown, OH, 44514	Trade Vendor	various	64,506
KPMG LLP	3 Chestnut Ridge Road	Montvale, NJ, 7645	Services	various	232,500
Kroll, Adam	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	13,297
KSS Acquisition Company dba Joyson Safety Systems Acquisition LLC	2500 Innovation Drive	Auburn Hills, MI, 48326	Trade Vendor	3/30/2023	59,089
Kurtzman Carson Consultants, LLC	222 N. Pacific Coast Highway, Suite 300	El Segundo, CA, 90245	Services	various	55,000
LaFontaine Global, LLC	12450 Universal Dr	Taylor, MI, 48180	Trade Vendor	6/1/2023	56,328
Lasky, LLC	351 W Hubbard St, Ste 610	Chicago, IL, 60654	Trade Vendor	various	107,856
Laval Tool & Mould LTD.	4965 8th Concession Road	Maidstone NOR 1K0, Canada	Trade Vendor	various	112,283
LER TechForce, LLC	1888 Poshard Drive	Columbus, IN, 47203	Trade Vendor	various	15,024
Linear Mold & Engineering, LLC	12163 Globe Street	Livonia, MI, 48167	Trade Vendor	5/18/2023	20,900
LinkedIn Corporation	1000 West Maude Ave	Sunnyvale, CA, 94085	Trade Vendor	5/4/2023	56,300
Logicalis, Inc.	2600 S Telegraph Road, Suite 200	Bloomfield Hills, MI, 48302	Trade Vendor	3/30/2023	12,687
Lord Corporation	111 Lord Drive	Cary, NC, 27511	Trade Vendor	4/13/2023	22,051
Luis Mayen dba Guarantee Details Cleaning dba G.D.C.	714 S. Halladay Street	Santa Ana, CA, 92701	Trade Vendor	various	9,570
Lumma Clean LLC	48572 Carnegie Way	Macomb, MI, 48042	Trade Vendor	6/23/2023	11,375
Mahle Behr USA Inc	23030 Mahle Dr	Farmington Hills, MI, 48335	Trade Vendor	5/18/2023	15,348
Mainfreight, Inc - Canada	230 Export Blvd	Mississauga L7S1Y9, Canada	Trade Vendor	various	13,100
Mainfreight, Inc.	1400 Glenn Curtiss St	Carson, CA, 90746	Trade Vendor	various	553,031
Mara McElroy	22212 Newbridge Drive	Lake Forest, CA, 92630	Trade Vendor	various	21,353
Marelli North America Inc dba CalsonicKansel North America Inc	1 Calsonic Way	Shelbyville, TN, 37160	Trade Vendor	various	135,750
Marks Reliable Towing LLC dba MRT	PO Box 7122	Sterling Heights, MI, 48331	Trade Vendor	various	47,306
Maves, Cynthia	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	5/26/2023	9,195
Meta Systems SpA	VIA GALIMBERTI 5	Reggio Emilia 42124, Italy	Trade Vendor	5/10/2023	107,324
Meteor Sealing Systems, LLC	400 S. Tuscarawas Ave.	Dover, OH, 44622	Trade Vendor	various	746,572
MGA Research Corporation	12790 Main Road	Akron, NY, 14001	Trade Vendor	various	51,035
Mida Wet, Inc	6101 Obispo Avenue	Long Beach, CA, 90805	Trade Vendor	various	18,787
Nelson Mullins Riley & Scarborough LLP	1320 Main St 17th FL	Columbia, SC, 29201	Trade Vendor	various	46,491
Ninivaggi, Daniel	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	5/12/2023	201
Ohio Bureau of Workers Compensation	PO Box 89492	Cleveland, OH, 44101	Trade Vendor	6/1/2023	25,927

Debtor: Lordstown EV Corporation
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Payee Name	Street Name (and Unit/Floor if applicable)	City, State, Zip (and Country if non-US)	Reason	Date	Total
OpenText Inc.	2950 S Delaware Street, Bay Meadows Station 3 Buildi	San Mateo, CA, 94403	Trade Vendor	various	54,186
Oracle America, Inc.	500 Oracle Parkway	Redwood Shores, CA, 94065	Trade Vendor	4/13/2023	16,653
Pektron EV Limited	Alfreton Road	Derby DE21 4AP, United Kingdom	Trade Vendor	5/18/2023	18,250
PHA America Inc. dba PyeongHwa Automotive USA LLC	765 Standard Parkway	Auburn Hills, MI, 48326	Trade Vendor	various	33,428
Phillips ADR Enterprises PC	2101 East Coast Highway, Suite 250	Corona Del Mar, CA, 92625	Trade Vendor	various	55,063
Pierburg GmbH	Alfred Pierburg Str. 1	Neuss 41460, Germany	Trade Vendor	various	15,146
Potter Anderson & Corron LLP	1313 North Market Street, P.O. Box 951	Wilmington, DE, 19899	Trade Vendor	6/23/2023	39,664
Price, Jeffery	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	8,369
Principal Life Insurance Company	PO Box 77202	Minneapolis, MN, 55480	Trade Vendor	various	55,167
Quality MetalCraft Inc.	28101 Schoolcraft Road	Livonia, MI, 48150	Trade Vendor	various	229,778
Racar Engineering, LLC	555 Metro PL N Ste #500	Dublin, OH, 43017	Trade Vendor	various	72,500
Red Dawn Intermediate I, Inc DBA Service Express, LLC	3854 Broadmoor Ave SE	Grand Rapids, MI, 49512	Trade Vendor	4/20/2023	11,904
Reliable Carriers, Inc.	41555 Koppnick Rd	Canton, MI, 48187	Trade Vendor	various	113,715
Reyntjes, Andrew	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	9,041
Richards, Layton & Finger P.A.	920 N King Street	Wilmington, DE, 19801	Services	various	252,640
Rios Luevano, Jose	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	8,055
Robar Public Relations	1600 E. Grand Blvd., Unit #300	Detroit, MI, 48211	Trade Vendor	various	20,986
ROBERT BOSCH, LLC	38000 Hills Tech Dr	Farmington Hills, MI, 48331	Trade Vendor	various	13,370
Robert Half International Inc	2613 Camino Road	Sam Ramon, CA, 94583	Trade Vendor	various	14,033
Rodricks, Milton	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	8,436
Roush Industries, Inc.	34300 West Nine Mile Road	Farmington, MI, 48335	Trade Vendor	various	258,901
RPM Powder Coating LLC	4704 Trabue Road	Columbus, OH, 43228	Trade Vendor	various	41,400
RSM US LLP	331 West 3rd Street, Suite 200	Davenport, IA, 52801	Services	various	67,146
RTL Systems, LLC	30 N Gould St., STE R	Sheridan, WY, 82801	Trade Vendor	various	80,158
Rusnak, Mark	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	8,241
SA Automotive LTD	1307 Highview Dr	Webberville, MI, 48892	Trade Vendor	various	88,642
SAE International	400 Commonwealth Dr	Warrendale, PA, 15096	Trade Vendor	5/10/2023	28,392
Schwab Industries, Inc.	50850 Rizzo Drive	Shelby Township, MI, 48315	Trade Vendor	various	52,083
Sharp Dimension Inc	4240 Business Center Dr	Fremont, CA, 94538	Trade Vendor	various	315,275
Sherpa Commercial Vehicles, LLC	5544 W 2400 S, Suite 200	West Valley City, UT, 84120	Trade Vendor	various	15,668
Shetty, Akshatha	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	8,975
Siemens Industry Software Inc	5800 Granite Parkway, #600	Plano, TX, 75024	Trade Vendor	various	23,160
Signsource, Inc.	204 W. Carleton Ave., Unit A	Orange, CA, 92867	Trade Vendor	various	13,251
Silverman Consulting, Inc	1 N Wacker Drive, Suite 3925	Chicago, IL, 60606	Services	various	274,204
Simpson Thacher & Bartlett LLP	425 Lexington Avenue	New York, NY, 10017	Trade Vendor	5/25/2023	44,593
SKYNET INNOVATIONS	350 E Main Street, Suite 200	Batavia, OH, 45103	Trade Vendor	various	165,651
Somit Solutions, Inc.	41000 Woodward Ave, East Bldg - Suite 350	Bloomfield Hills, MI, 48304	Trade Vendor	4/26/2023	10,800
Southern California Edison	PO Box 600	Rosemead, CA, 91771	Trade Vendor	various	19,635
St. Clair Technologies Inc.	827 Dufferin Ave	Wallaceburg N8A 2V5, Canada	Trade Vendor	various	65,675
Stamos, Euthie	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	14,289
Sullivan & Cromwell LLP	125 Broad Street	New York, NY, 10004	Services	various	564,976
SUN STRONG PRECISION METAL INTERNATIONAL LTD	8 Castle Peak Rord, Cheung Sha Wan, Kowloon, Hong	Shenzhen 518114, China	Trade Vendor	various	30,241
Superior Cam Inc	31240 Stephenson Hwy	Madison Heights, MI, 48071	Trade Vendor	various	257,596
Suprajit Brownsville, LLC	1931 Anei Circle, Suite A	Brownsville, TX, 78521	Trade Vendor	various	7,920
Sybridge Technologies Canada, Inc	5000 Regal Drive	Oldcastle NOR 1L0, Canada	Trade Vendor	various	63,026
Syngin Technology, LLC - Wallenius Wilhelmsen	100 South Ashley Dr, Suite 600	Tampa, FL, 33602	Trade Vendor	various	46,145

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Payee Name	Street Name (and Unit/Floor if applicable)	City, State, Zip (and Country if non-US)	Reason	Date	Total
Tata Consulting Services Limited	Nirmal Building, 9th Floor	Nariman Point 400021, India	Trade Vendor	various	302,720
Technology Solutions Anywhere LLC dba Readysoft	5966 Lovewood Ct	Canton, MI, 48187	Trade Vendor	various	146,925
Technosports Inc	34075 Austry Street	Livonia, MI, 48150	Trade Vendor	various	16,002
Teijin Automotive Technologies, Inc	255 Rex Blvd	Auburn Hills, MI, 48326	Trade Vendor	various	795,286
Teoresi, Inc.	3001 West Big Beaver Road, Suite 306	Troy, MI, 48984	Trade Vendor	various	205,750
Teraflex, Inc.	5680 W Dannon Way	West Jordan, UT, 84081	Trade Vendor	various	69,600
Tesca USA	2638 Bond Street	Rochester Hills, MI, 48309	Trade Vendor	various	514,619
Therm-O-Disc, Inc	1320 South Main Street	Mansfield, OH, 44907	Trade Vendor	4/13/2023	27,092
Three-Dimensional Services dba 3 Dimensional Services Group	2547 Product Dr	Rochester Hills, MI, 48309	Trade Vendor	various	421,435
Toppan Merrill USA Inc dba Toppan Merrill LLC	1501 Energy Park Dr	St Paul, MN, 55108	Trade Vendor	various	69,364
Transportation Research Center, Inc. dba TRC, Inc.	10820 State Route 347, P.O. Box B-67	East Liberty, OH, 43319	Trade Vendor	various	31,187
Triple Crown Consulting, LLC	10814 Jollyville Road, Suite 100	Austin, TX, 78759	Trade Vendor	various	59,392
Vahratian, Adam	27000 Hills Tech Court	Farmington Hills, MI, 48331	Other	various	20,516
VIA Optronics LLC	6220 Hazeltine National Dr., Suite 120	Orlando, FL, 32822	Trade Vendor	4/26/2023	60,815
Westlake Epoxy, Inc	2801 Post Oak Blvd, Suite 600	Houston, TX, 77056	Trade Vendor	4/26/2023	102,427
White & Case, LLP	1221 Avenue of the Americas	New York, NY, 10020	Services	various	4,274,237
Yokohama Industries Americas, Inc	105 Industry Drive	Versailles, KY, 40383	Trade Vendor	4/13/2023	138,430
Zetwerk Manufacturing USA, Inc	3707 E Southern Ave	Mesa, AZ, 85206	Trade Vendor	4/26/2023	24,056
ZF PASSIVE SAFETY SYSTEMS US INC.	4505 W. 26 Mile Rd	Washington, MI, 48094	Trade Vendor	various	711,034
Total					32,474,516

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Name, Address, and Relationship to Debtor	Reason for payment	Date	\$	Amount
Dan Ninivaggi <i>Executive Chairman</i> 27000 Hills Tech Court Farmington Hills, MI 48331	Expense Reimbursements	Various	\$	12,649
Edward T. Hightower <i>Chief Executive Officer, President & Director</i> 27000 Hills Tech Court Farmington Hills, MI 48331	Expense Reimbursements	Various	\$	34,459
Adam Kroll <i>Executive Vice President, Chief Financial Officer & Treasurer</i> 27000 Hills Tech Court Farmington Hills, MI 48331	Expense Reimbursements	Various	\$	22,401
Melissa Leonard <i>Executive Vice President, General Counsel & Secretary</i> 27000 Hills Tech Court Farmington Hills, MI 48331	Expense Reimbursements	Various	\$	7,786
Donna Bell <i>Executive Vice President, Product Creation, Engineering, and Supply Chain</i> 27000 Hills Tech Court Farmington Hills, MI 48331	Expense Reimbursements	Various	\$	13,579
Total				90,874

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Case Title and Number	Nature of Case	Court or Agency's Name and Address	Status of Case
Rico v. Lordstown Motors Corp., et al. (21-cv-616)	Punitive Class Action lawsuit filed against Lordstown and certain current and former officers and directors related to the Karma case.	U.S. District Court for the Northern District of Ohio 801 West Superior Ave. Cleveland, OH 44113	Pending
Palumbo v. Lordstown Motors Corp., et al. (21-cv-633)	Punitive Class Action lawsuit filed against Lordstown and certain current and former officers and directors related to the Karma case.	U.S. District Court for the Northern District of Ohio 801 West Superior Ave. Cleveland, OH 44113	Pending
Zuod v. Lordstown Motors Corp., et al. (21-cv-720)	Punitive Class Action lawsuit filed against Lordstown and certain current and former officers and directors related to the Karma case.	U.S. District Court for the Northern District of Ohio 801 West Superior Ave. Cleveland, OH 44113	Pending
Brury, et al. v. Lordstown Motors Corp., et al. (21-cv-760)	Punitive Class Action lawsuit filed against Lordstown and certain current and former officers and directors related to the Karma case.	U.S. District Court for the Northern District of Ohio 801 West Superior Ave. Cleveland, OH 44113	Pending
Romano et al. v. Lordstown Motors Corp., et al. (21-cv-994)	Punitive Class Action lawsuit filed against Lordstown and certain current and former officers and directors related to the Karma case.	U.S. District Court for the Northern District of Ohio 801 West Superior Ave. Cleveland, OH 44113	Pending
FNY Managed Accounts LLC, et al. v. Lordstown Motors Corp. et al. (21-cv-1021)	Punitive Class Action lawsuit filed against Lordstown and certain current and former officers and directors related to the Karma case.	U.S. District Court for the Northern District of Ohio 801 West Superior Ave. Cleveland, OH 44113	Pending

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Case Title and Number	Nature of Case	Court or Agency's Name and Address	Status of Case
SEC Matter	Lordstown received two subpoenas from the SEC for the production of documents and information	SEC 100 F Street, NE Washington, DC 20549	Pending
N/A	On March 24, 2022 and May 22, 2022, the Company received a letter addressed to its Board from the law firm of Purcell & Lefkowitz LLP on behalf of three purported stockholders. The stockholder letter alleged that we would be required by Rules 14a-4(a)(3) and (b)(1) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") to present two separate proposals at the annual meeting of stockholders to be held on May 19, 2022 relating to the proposed amendment of our Certificate of Incorporation (the "Charter") to increase the number of authorized shares, such that separate votes could be cast on a proposed increase in the number of shares of Class A common stock and a proposed increase in the number of shares of preferred stock.	SEC 100 F Street, NE Washington, DC 20549	Concluded

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Name, Address and Website	Date	Amount
White & Case, LLP 111 South Wacker Drive Suite 5100 Chicago, IL 60606 www.whitecase.com	Various	\$ 4,274,237
Winston & Strawn LLP 35 West Wacker Drive Chicago, IL 60601 www.winston.com	Various	\$ 329,895
Silverman Consulting One North Wacker Drive Suite 3925 Chicago, IL 60606 www.silvermanconsulting.net	Various	\$ 274,204
Richards, Layton & Finger P.A. 920 North King Street Wilmington, DE 19801 www.rlf.com	06/26/2023	\$ 205,214
Kurtzman Carson Consultants LLC 222 North Pacific Coast Highway Suite 300 El Segundo, CA 90245 www.kccllc.com	Various	\$ 55,000
Kekst and Company, Incorporated 437 Madison Avenue 37th Floor New York, NY 10022 www.kekstenc.com	06/26/2023	\$ 30,000
Total		\$ 5,168,550

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Part 6, question no. 13

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Note: The note below, *Sale of Lordstown Plant*, was disclosed in the most recent publicly available Form 10-K filing and is included in as an appendix for the purpose of answering part 6, question no. 13.

Sale of Lordstown Plant

On May 11, 2022, Lordstown EV Corporation, a Delaware corporation and wholly-owned subsidiary of the Company (“Lordstown EV”), closed the transactions contemplated by the asset purchase agreement with Foxconn EV Technology, Inc., an Ohio corporation, and an affiliate of Hon Hai Technology Group (“HHTG”; either HHTG or applicable affiliates of HHTG are referred to herein as “Foxconn”), dated November 10, 2021 (the “Asset Purchase Agreement” or “APA” and the closing of the transactions contemplated thereby, the “APA Closing”).

Pursuant to the APA, Foxconn purchased Lordstown EV’s manufacturing facility located in Lordstown, Ohio. Lordstown EV continues to own our hub motor assembly line, as well as our battery module and pack line assets, certain tooling, intellectual property rights and other excluded assets, and it outsources all of the manufacturing of the Endurance to Foxconn under the Contract Manufacturing Agreement. Lordstown EV also entered into a lease pursuant to which Lordstown EV leases space located at the Lordstown, Ohio facility from Foxconn for its Ohio-based employees.

The \$257 million in proceeds from the sale of the Lordstown facility consisted of the \$230 million initial purchase price for the assets, plus \$8.9 million for expansion investments and an \$18.4 million reimbursement for certain operating expenses from September 1, 2021 through the APA Closing. In connection with the APA Closing, the Company issued warrants to Foxconn that are exercisable until the third anniversary of the APA Closing for 1.7 million shares of Class A common stock at an exercise price of \$10.50 per share (the “Foxconn Warrants”). In October 2021, prior to entering into the APA, Foxconn purchased 7.2 million shares of the Company’s Class A common stock for approximately \$50.0 million.

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Facility Name and Address	Name and Address of Personnel w/ Access	Description of the Contents	Does the Debtor Still Have it?
Duggan Manufacturing, L.L.C. 50150 Ryan Road Shelby Township, MI 48317	Jared Thompson 50150 Ryan Road Shelby Township, MI 48317	Tooling	Yes
Technical Molding Management Systems, Inc. 5380 Brendan Lane Oldcastle, ON NOR 1L0, Canada	Keith Beneteau 5380 Brendan Lane Oldcastle, ON NOR 1L0, Canada	Tooling	Yes
Altron Automation Group, Inc. 3523 Highland Drive Hudsonville, MI 49426	Ron McNees 3523 Highland Drive Hudsonville, MI 49426	Tooling	Yes
Paragon Die & Engineering Company 5225 33rd Street Grand Rapids, MI 49512	Gerard McNees 5225 33rd Street Grand Rapids, MI 49512	Tooling	Yes
COX Auto Inc. 4969 Muhlhauser Road Hamilton, OH 45011	Jesus Augusto 4969 Muhlhauser Road Hamilton, OH 45011	One Endurance vehicle	Yes

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Regarding part 12, question no. 22 for Lordstown EV Corporation (23-10832):

What Lordstown EV Corporation (“LEVC”) did was submit permit applications. LEVC did enter into an order to secure the liability protection from the State (see pages 2-9 of Appendix H). That is the only “formal” administrative process that LEVC engaged in, and it is styled as an “order/agreement.” LEVC entered into this agreement to give it “comfort” that the Ohio EPA agreed with USEPA’s finding that no further investigation/remediation work was required at the Lordstown site provided that LEVC complied with the terms of the Environmental Covenant.

Note: On October 23, 2020, Lordstown Motors Corp. changed its name to Lordstown EV Corporation.

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- d. "Parties" shall mean LMC and Ohio EPA.
- e. "Environmental Covenant" shall mean the Environmental Covenant attached hereto as Attachment A, and recorded in the office of the Trumbull County Recorder on October 17, 2018 as Instrument 201810170020456.
- f. "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of hazardous wastes or hazardous constituents into the environment.
- g. "Restricted Area" shall mean the portion of the Site that is subject to activity and use limitations and access rights, as specifically identified in Exhibit A to Attachment A hereto.
- h. "Work" shall mean any activities LMC is required to perform to comply with the requirements of these Orders and its Attachment(s) as described below, including any activities undertaken to implement or maintain the site remedy identified in the Environmental Covenant.

IV. FINDINGS

All of the findings necessary for the issuance of these Orders pursuant to ORC §§ 3734.13 and 3745.01 have been made and are outlined below. Nothing in the findings shall be considered to be an admission by LMC of any matter of law or fact. The Director of Ohio EPA has determined the following findings:

1. The Site is subject to the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6928(h).
2. Prior to 2019, the Site was owned by General Motors, LLC, which operated a vehicle manufacturing plant on a portion of the Site.
3. On November 7, 2019, General Motors, LLC conveyed its real property interest in the Site to LMC subject to the satisfaction of various pre-closing conditions.
4. On February 15, 2020, these pre-closing conditions were satisfied and General Motors, LLC conveyed its real property interest and operational control over the Site to LMC.
5. As part of the acquisition agreement between General Motors, LLC and LMC, LMC agreed to indemnify General Motors, LLC for all pre-closing environmental conditions at the Lordstown Complex. Because of this agreement, Ohio EPA considers General Motors, LLC to be LMC's predecessor for purposes of Section XIII Waiver of these Orders.
6. LMC is a Delaware corporation. LMC received a certificate from the Ohio Secretary of State to do business in Ohio on June 12, 2019.

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7. LMC is a "person" as defined in ORC §§ 3734.01(G) and 6111.01(I), and Ohio Administrative Code (OAC) rule 3745-50-10(A).
8. On June 26, 2000, General Motors Corporation entered into an Administrative Order on Consent (AOC) with the United States Environmental Protection Agency (U.S. EPA) to investigate and remediate sources of potential contamination located at the Site.
9. Pursuant to the AOC, General Motors Corporation completed a Current Conditions Report (CCR) to describe historical and current site conditions; conducted a RCRA Facility Investigation (RFI) to characterize the nature, extent and migration rate of constituents of potential concern (COPCs), including metals and volatile organic compounds (VOCs) from areas of interest (AOIs) identified at the Site; prepared a Corrective Measures Proposal (CMP) to address COPCs as necessary to mitigate potential risks to human health and the environment; and agreed to implement the final corrective measures selected by U.S. EPA.
10. As part of a § 363 sale under Chapter 11 of the United States bankruptcy code, a new company (General Motors Company) was formed by selling a substantial portion of General Motor Corporation's assets to General Motors Company (now changed in name to General Motors, LLC) on July 10, 2009. General Motors, LLC owned 743.8499 acres of the Site, and the old General Motors Corporation, re-named Motors Liquidation Company (MLC), continued to own 173.477 acres of adjoining property.
11. Effective March 31, 2011, the Revitalizing Auto Communities Environmental Response Trust ("RACER Trust") received properties from MLC, including the 173.477-acre Lordstown parcel. General Motors LLC obtained a new EPA ID (OHR 00 157 156) for its 743.8499- acre portion of the Site.
12. Under the AOC, General Motors Corporation conducted a Human Health Risk Assessment (HHRA) and an Ecological Risk Assessment (ERA), as detailed in the Final RFI Report dated April 15, 2005, to evaluate the risks posed by COPCs detected in soil, overburden groundwater, bedrock groundwater, sediment and/or surface water at the Site. The HHRA and ERA were conducted based on assumptions that the future land use of the Restricted Area will be consistent with the present land use, *i.e.*, commercial and/or industrial activities. The HHRA examined the potential risks posed to facility workers, on and off-site excavation/construction workers, maintenance workers, trespassers, and off-site residents. The ERA examined the potential risks to on- and off-Site ecological receptors.
13. The HHRA indicated that there was a potential for unacceptable risks to human receptors from the COPCs in the fill soils used throughout the Restricted Area, the soil located beneath the concrete pavement at the Hazardous Waste Drum Unload Area (AOI-13), and the potable groundwater in portions of the Restricted Area. Consequently, the Corrective Measures Proposal (CMP) dated November 18, 2005, proposed land use controls to restrict land use in the Restricted Area to commercial/industrial uses; to require dust control measures for the Restricted Area if future activities have the potential to generate particulate emissions; to implement a monitoring and maintenance program for the

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concrete pavement in the Hazardous Waste Drum Unload Area, in order to prevent direct exposure to soil in that area while it continued in its present use, and a plan for future excavation in the area, if that use condition changed; and to impose potable groundwater use restrictions for the Restricted Area.

14. On May 3, 2007, after providing an opportunity for public comment, U.S. EPA issued the Final Decision and Response to Comments for selection of the Corrective Measures (Final Decision) at the Site. U.S. EPA's Final Decision, consistent with the CMP, ordered implementation of institutional controls in the form of a restrictive covenant to restrict use of the developed portion of the Site to commercial and industrial uses, to require dust control measures during certain construction activities in the Restricted Area, to limit exposures to contamination at AOI-13, and to prohibit potable use of groundwater in the Restricted Area as part of the selected Corrective Measures.
15. On August 15, 2007, General Motors Corporation submitted to U.S. EPA a Final Remedy Construction Completion Report (Completion Report), which included plans for implementing and monitoring the remedy.
16. U.S. EPA approved the Completion Report on March 13, 2008 and determined that corrective action at the Site is complete as long as enforceable mechanisms are in place to ensure that the controls identified in the Final Decision are maintained and remain in place and the plans for conducting and monitoring the corrective measures are implemented. These controls include implementing and maintaining institutional controls to restrict land use and groundwater potable use in the Restricted Area.
17. On August 31, 2017, General Motors, LLC submitted the Amendment to Final Remedy Construction Completion Report, Hazardous Waste Drum Unload Area (AOI-13), to U.S. EPA documenting the completion of corrective measures in that area.
18. U.S. EPA approved the AOI-13 Completion Report on September 20, 2017 and determined that corrective action at the Site is complete as long as enforceable mechanisms are in place to ensure that the controls identified in the Final Decision are maintained and remain in place.
19. To ensure that corrective action remains complete at the Site, General Motors, LLC entered into an environmental covenant (the "Environmental Covenant"), which was executed with the U.S. EPA on September 14, 2018, and the Ohio EPA on September 24, 2018. The Environmental Covenant is attached hereto as Attachment A, and covers only the Restricted Area.
20. General Motors LLC has successfully implemented the remaining corrective measures at the Site, including: establishing a Dust Control Plan for implementation in the Restricted Area, providing financial assurance, and recording and adhering to the Environmental Covenant.

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V. ORDERS

LMC shall maintain compliance with Chapter 3734 of the ORC and the regulations promulgated thereunder by complying with the terms and conditions the Environmental Covenant, including but not limited to: limiting activities at the Site, filing of the required notices of conveyance, establishment of financial assurance and submittal of annual compliance reports.

VI. TERMINATION

LMC shall notify Ohio EPA within thirty (30) days after any conveyance of any interest of LMC in any portion of the Site. The notice shall include the name, address, and telephone number of the party to whom LMC's interest was transferred (the "Transferee"), a copy of the deed or other documentation evidencing the conveyance, a legal description of the property being transferred, a survey map of the property being transferred, the closing date of the transfer of ownership of the property, and a written and signed acknowledgement by the Transferee that it is bound by the Environmental Covenant.

Upon satisfaction of the terms of this section, LMC's obligations under these Orders with respect to the transferred portion of the Site shall be terminated. Notwithstanding any other provision herein, termination of any aspect of these Orders with respect to LMC shall not affect the terms and conditions of Section XIII, Waiver and Agreement, with respect to LMC.

VII. OTHER CLAIMS

Nothing in these Orders shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership or corporation, not a party to these Orders, for any liability arising from, or related to, the operation of LMC or of the Site, except as expressly set forth herein.

VIII. OTHER APPLICABLE LAWS

All actions required to be taken pursuant to these Orders shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations. These Orders do not waive or compromise the applicability and enforcement of any other statutes or regulations applicable to LMC except as expressly set forth herein.

IX. MODIFICATIONS

These Orders may be modified by mutual agreement of the Parties. Modifications shall be in writing and shall be effective on the date entered in the journal of the Director of Ohio EPA.

X. NOTICE

All documents required to be submitted by LMC to Ohio EPA pursuant to these Orders shall be addressed to:

For mailings, use the post office box number:

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Laurie A. Stevenson, Director
Ohio Environmental Protection Agency
Lazarus Government Center
Division of Hazardous Waste Management
P.O. Box 1049
Columbus, Ohio 43216-1049
Attn: Manager, Compliance Assurance Section

For deliveries to the building:

Laurie A. Stevenson, Director
Ohio Environmental Protection Agency
Lazarus Government Center
Division of Hazardous Waste Management
50 West Town Street
Columbus, Ohio 43215
Attn: Manager, Compliance Assurance Section

or to such persons and addresses as may hereafter be otherwise specified in writing by Ohio EPA.

Any report or other document submitted by LMC pursuant to these Orders, which makes any representation concerning LMC's compliance or noncompliance with any requirement of these Orders, shall be signed and certified by a responsible official of LMC in accordance with OAC rule 3745-50-58(K). For purposes of these Orders, a responsible official is a corporate officer who is in charge of a principal business function of LMC, or a duly authorized representative.

XI. RESERVATION OF RIGHTS

Ohio EPA and LMC each reserve all rights, privileges and causes of action, except as specifically waived in these Orders.

XII. EFFECTIVE DATE

The effective date of these Orders shall be the date on which the Orders are signed by the Parties.

XIII. WAIVER

In order to resolve disputed claims, without admission of fact, violation or liability, and in lieu of further enforcement action by Ohio EPA for only the matters specifically referenced in these Orders, LMC consents to the issuance of these Orders and agrees to comply with these Orders. Compliance with these Orders shall be a full accord and satisfaction for LMC and LMC's predecessor's liability for all matters related to the site-wide RCRA Corrective Action referenced herein, including but not limited to compliance with the Environmental Covenant issued as the final remedy of the site-wide RCRA Corrective Action completed by LMC's predecessor under US EPA's oversight and authority.

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Case no.: 23-10832

LMC hereby waives the right to appeal the issuance, terms and conditions, and service of these Orders, and LMC hereby waives any and all rights LMC may have to seek administrative or judicial review of these Orders either in law or equity.

Notwithstanding the preceding, Ohio EPA and LMC agree that if these Orders are appealed by any other party to the Environmental Review Appeals Commission, or any court, LMC retains the right to intervene and participate in such appeal. In such an event, LMC shall continue to comply with these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated or modified.

XIV. SIGNATORY AUTHORITY

Each undersigned representative of a party to these Orders certifies that he or she is fully authorized to enter into these Orders and to legally bind such party to these Orders.

IT IS SO ORDERED AND AGREED:

Ohio Environmental Protection Agency



Laurie A. Stevenson
Director

4/27/2020

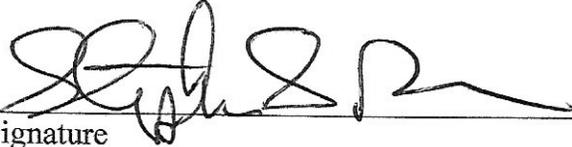
Date

Director's Final Findings and Orders
Lordstown Motors Corp.
Page 8 of 8

Debtor: Lordstown EV Corporation
Case no.: 23-10832

IT IS SO AGREED:

Lordstown Motors Corp.



Signature

7/21/20

Date

Stephen S. Burns

Printed or Typed Name

CEO

Title

Debtor: Lordstown EV Corporation
Case no.: 23-10832

Name & Address	Position and Nature of any Interest	% of Interest, if any
Daniel Ninivaggi 27000 Hills Tech Court Farmington Hills, MI 48331	Executive Chairman	N/A
Edward Hightower 27000 Hills Tech Court Farmington Hills, MI 48331	Chief Executive Officer, President & Director	N/A
Adam Kroll 27000 Hills Tech Court Farmington Hills, MI 48331	Executive Vice President, Chief Financial Officer & Treasurer	N/A
Melissa Leonard 27000 Hills Tech Court Farmington Hills, MI 48331	Executive Vice President, General Counsel & Secretary	N/A
Donna Bell 27000 Hills Tech Court Farmington Hills, MI 48331	Executive Vice President, Product Creation, Engineering, and Supply Chain	N/A
Angela Strand 27000 Hills Tech Court Farmington Hills, MI 48331	Non-Employee Director	N/A
David T. Hamamoto 27000 Hills Tech Court Farmington Hills, MI 48331	Non-Employee Director	N/A
Keith Feldman 27000 Hills Tech Court Farmington Hills, MI 48331	Non-Employee Director	N/A
Jane Reiss 27000 Hills Tech Court Farmington Hills, MI 48331	Non-Employee Director	N/A

Debtor: Lordstown EV Corporation
Case no.: 23-10832

Name & Address	Position and Nature of any Interest	% of Interest, if any
Dale Spencer 27000 Hills Tech Court Farmington Hills, MI 48331	Non-Employee Director	N/A
Joseph B. Anderson Jr. 27000 Hills Tech Court Farmington Hills, MI 48331	Non-Employee Director	N/A
Laura Soave 27000 Hills Tech Court Farmington Hills, MI 48331	Non-Employee Director	N/A

Debtor: Lordstown EV Corporation
Case no.: 23-10832

Name, Address, and Relationship to Debtor	Reason for payment	Date		Amount
Dan A. Ninivaggi <i>Executive Chairman</i> 27000 Hills Tech Court Farmington Hills, MI 48331	RSU Vesting	Various	\$	480,666
	Salary	Various	\$	477,692
	Bonus	Various	\$	474,304
	401(k) True-up	Various	\$	21,608
	ER 401(k)	Various	\$	3,462
	Phone	Various	\$	550
Edward T. Hightower <i>Chief Executive Officer, President & Director</i> 27000 Hills Tech Court Farmington Hills, MI 48331	Salary	Various	\$	671,154
	Bonus	Various	\$	552,946
	RSU Vesting	Various	\$	271,666
	Retro	Various	\$	769
	Phone	Various	\$	550
Adam B. Kroll <i>Executive Vice President, Chief Financial Officer & Treasurer</i> 27000 Hills Tech Court Farmington Hills, MI 48331	Salary	Various	\$	450,000
	Bonus	Various	\$	293,400
	RSU Vesting	Various	\$	149,166
	ER 401(k)	Various	\$	13,621
	401(k) True-up	Various	\$	7,613
	Phone	Various	\$	550
Melissa A. Leonard <i>Executive Vice President, General Counsel & Secretary</i> 27000 Hills Tech Court Farmington Hills, MI 48331	Salary	Various	\$	450,000
	Bonus	Various	\$	293,400
	RSU Vesting	Various	\$	95,000
	401(k) True-up	Various	\$	12,200
	ER 401(k)	Various	\$	5,262
	Phone	Various	\$	480
Donna L. Bell <i>Executive Vice President, Product Creation, Engineering, and Supply Chain</i> 27000 Hills Tech Court Farmington Hills, MI 48331	Salary	Various	\$	424,038
	Bonus	Various	\$	129,773
	Phone	Various	\$	350
	ER 401(k)	Various	\$	9,738
Total			\$	5,289,957