

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

In re:

IDEANOMICS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-12728 (CTG)

(Jointly Administered)

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

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) have filed their respective Schedules of Assets and Liabilities (“Schedules”) and Statements of Financial Affairs (the “Statements” and, collectively with the Schedules, the “Schedules and Statements”) in the United States Bankruptcy Court for the District of Delaware (the “Court”). The Debtors, with the assistance of their legal and financial advisors, prepared the Schedules and Statements in accordance with section 521 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 1007-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

These *Global Notes and Statement of Limitations, Methodology, and Disclaimer 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 of the Schedules and Statements. The Global Notes should be referred to and considered in connection with any review of the Schedules and Statements. Certain statements and descriptions included in these Global Notes may be specific to information provided in the Schedules and Statements of one or more particular Debtors.

In preparing the Schedules and Statements, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have made commercially reasonable efforts to ensure the accuracy and completeness of the Schedules and Statements, subsequent information or discovery may result in material changes to the Schedules and Statements. As a result, inadvertent errors or omissions may exist. For the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number or state identification number are, are: Ideanomics, Inc. (8374); Wireless Advanced Vehicle Electrification, LLC (6793); Solectrac, Inc. (4653); Timios Holdings Corp. (0190); Justly Holdings Inc. (3657); Justly Markets LLC f/k/a Delaware Board of Trade Holdings, Inc. (5107); VIA Motors International, Inc. (7063); and VIA Motors, Inc. (0185). The headquarters for the above-captioned Debtors is located at 1441 Broadway, 5th Floor, Suite 5116, New York, New York 10018.

avoidance of doubt, the Debtors hereby reserve their rights to amend and supplement the Schedules and Statements as may be necessary or appropriate.

Mr. Alfred Poor, Chief Executive Officer (“CEO”) of the Debtors, has signed each set of the Schedules and Statements. Mr. Poor is an authorized signatory for each of the Debtors. In reviewing and signing the Schedules and Statements, Mr. Poor has necessarily relied upon the efforts, statements, advice, and representations of personnel of the Debtors and the Debtors’ legal advisors, Chief Restructuring Officer (“CRO”) and financial advisors. Mr. Poor has not (and could not have) personally verified the accuracy of each such statement and representation contained in the Schedules and Statements, including statements and representations concerning amounts owed to creditors.

The Debtors and their agents, attorneys, CRO, and financial advisors do not guarantee or warrant the accuracy or completeness of the data that is provided herein and will 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. While commercially reasonable efforts have been made to provide accurate and complete information herein, inadvertent errors or omissions may exist. The Debtors and their agents, attorneys, and financial advisors expressly do not undertake any independent obligation to update, modify, revise, or re-categorize the information provided herein, or to notify any third party should the information be updated, modified, revised, or re-categorized, except as required by applicable law. In no event will the Debtors or their agents, attorneys, CRO, and/or financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, 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 agents, attorneys, CRO, and financial advisors are advised of the possibility of such damages.

While the Debtors’ management has made reasonable efforts to ensure that the Schedules and Statements are as accurate and complete as possible under the circumstances, based on information available at the time of preparation, subsequent information or discovery may result in material changes to these Schedules and Statements, and inadvertent errors, inaccuracies, or omissions may have occurred. Because the Schedules and Statements contain unaudited information, which is subject to further review, verification, and potential adjustment, there can be no assurance that these Schedules and Statements are complete. The Debtors reserve all rights to amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, without limitation, the right to amend the Schedules and Statements with respect to claim (as defined in section 101(5) of the Bankruptcy Code, “Claim”) description, designation, or Debtors against which the Claim is asserted; dispute or otherwise assert offsets or defenses to any Claim reflected in the Schedules and Statements as to amount, liability, priority, status, or classification; subsequently designate any Claim as “disputed,” “contingent,” or “unliquidated;” or object to the extent, validity, enforceability, priority, or avoidability of any Claim. 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. Nothing contained in the Schedules and Statements shall constitute a waiver of any right of the Debtors or an admission with respect to their Chapter 11 Cases (including, but not limited to, issues involving claims, substantive consolidation, defenses, equitable subordination, and/or 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).

Disclosure of information in one or more Schedules, one or more Statements, or one or more exhibits or attachments to the Schedules or Statements, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedules, Statements, exhibits, or attachments.

I.

GLOBAL NOTES AND OVERVIEW OF METHODOLOGY

1. **Description of Case.** On December 4, 2024 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors’ chapter 11 cases are jointly administered for procedural purposes only under the lead case captioned *In re Ideanomics, Inc., et al.*, Case No. 24-12728 (CTG) (Bankr. D. Del.). The Debtors are operating their business and managing their property as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The information provided herein, except as otherwise noted, is reported as of the close of business on the Petition Date.
2. **Global Notes Control.** In the event that the Schedules and Statements differ from these Global Notes, the Global Notes shall control.
3. **GAAP.** Given the difference between the information requested in the Schedules and Statements, and the financial information utilized under generally accepted accounting principles in the United States (“GAAP”), the aggregate asset values and claim amounts set forth in the Schedules and Statements do not necessarily reflect the amounts that would be set forth in a balance sheet prepared in accordance with GAAP.

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 prior to the Petition Date. Likewise, to the extent a Debtors show more liabilities than assets, this is not an admission that the Debtors were insolvent at the Petition Date or any time prior to the Petition Date.

4. **Unknown Amounts.** Some of the scheduled assets and liabilities may be unknown and unliquidated at this time. In such cases, the amounts may be listed as “Unknown” or “Unliquidated.” Accordingly, the Schedules and the Statements may not accurately reflect the aggregate amount of the Debtors’ assets and liabilities.
5. **Reservations and Limitations.** While reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend and/or supplement the Schedules and Statements from time to time as is necessary or appropriate. Nothing contained in the Schedules and Statements constitutes a waiver of any of the Debtors’ rights or an admission

of any kind with respect to these Chapter 11 Cases, including, but not limited to, any rights or claims of the Debtors against any third party or issues involving substantive consolidation, equitable subordination, or defenses or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code or any other relevant applicable bankruptcy or non-bankruptcy laws to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph.

6. **No Admission.** Nothing contained in the Schedules and Statements is intended as, or should be construed as, an admission or stipulation of the validity of any claim against the Debtors, any assertion made therein or herein, or a waiver of the Debtors' rights to dispute any claim or assert any cause of action or defense against any party.
7. **"As Of" Information Date.** It would be prohibitively expensive, unduly burdensome and an inefficient use of estate assets for the Debtors to obtain current market valuation for all of their assets. To the best of the Debtors' knowledge, the information provided herein represents the asset data, including available cash, of the Debtors as of the Petition Date. All other information including trade liabilities and principal and accrued interest on funded debt are provided as of the Petition Date. Amounts ultimately realized may vary from net book value (or whatever value was ascribed) and such variance may be material. Accordingly, the Debtors reserve all of their rights to amend, supplement, or adjust the value of each asset set forth herein.

II.

GENERAL DISCLOSURES APPLICABLE TO SCHEDULES AND STATEMENTS

1. **Causes of Action.** Despite their reasonable efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third parties as assets in their Schedules and Statements, including, without limitation, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant bankruptcy and non-bankruptcy laws to recover assets. 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, assertable 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.
2. **Recharacterization.** The Debtors have made reasonable efforts to correctly characterize, classify, categorize, and designate the claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements. However, the Debtors may have

improperly characterized, classified, categorized, designated, or omitted certain items due to the complexity and size of the Debtors' business. Accordingly, the Debtors reserve all of their rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and Statements at a later time as necessary or appropriate, including, without limitation, whether contracts or leases listed herein were deemed executory or unexpired as of the Petition Date and remain executory and unexpired postpetition.

3. **Claim Designations.** Any failure to designate a claim in the Schedules and Statements as "contingent," "unliquidated," or "disputed" does not constitute an admission by the Debtors that such claim or amount is not "contingent," "unliquidated," or "disputed." The Debtors reserve all of their rights to dispute, or to assert offsets or defenses to, any claim reflected on their Schedules or Statements on any grounds, including, but not limited to, amount, liability, priority, status, or classification, or to otherwise subsequently designate any claim as "contingent," "unliquidated," or "disputed." Moreover, the Debtors reserve all of their rights to amend their Schedules and Statements as necessary and appropriate. Listing a claim does not constitute an admission of liability by the Debtors.
4. **Unliquidated Claim Amounts.** Claim amounts that could not be readily quantified by the Debtors are scheduled as "unliquidated."
5. **Undetermined Amounts.** The description of an amount as "undetermined" or "unknown" is not intended to reflect upon the materiality of such amount.
6. **Other Paid Claims.** To the extent the Debtors may have reached any postpetition settlement with a vendor or other creditor, the terms of such settlement will prevail, supersede amounts listed in the Schedules and Statements, and shall be enforceable by all parties, subject to any necessary Bankruptcy Court approval. To the extent the Debtors pay any of the claims listed in the Schedules and Statements pursuant to any orders entered by the Bankruptcy Court, the Debtors reserve all rights to amend and supplement the Schedules and Statements and take other action, such as filing claims objections, as is necessary and appropriate to avoid overpayment or duplicate payment for such liabilities.
7. **Valuation.** It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate assets for the Debtors to obtain current market valuations of all of their assets, including, but not limited to, intellectual property such as patents or trademarks. For these reasons, the Debtors have indicated in the Schedules and Statements that the values of certain assets and liabilities are undetermined or unknown. Accordingly, unless otherwise indicated, net book values as of November 30, 2024, are reflected on the Schedules and Statements. Exceptions to this include operating cash and certain other assets. Operating cash is presented as the end of day bank balance as of the Petition Date. Certain other assets, such as intangible assets, are listed at undetermined amounts, as the net book values may differ materially from fair market values. Amounts ultimately realized may vary from net book value (or whatever value was ascribed) and such variance may be material. Accordingly, the Debtors reserve all of their rights to amend or adjust the value of each asset set forth herein. In addition, the amounts shown for total liabilities exclude items identified as "unknown" or "undetermined," and, thus, ultimate liabilities may differ materially from those stated in the Schedules and Statements. Also, assets that have been

fully depreciated or that were expensed for accounting purposes either do not appear in these Schedules and Statements or are listed with a zero-dollar value, as such assets have no net book value. The omission of an asset from the Schedules and Statements does not constitute a representation regarding the ownership of such asset, and any such omission does not constitute a waiver of any rights of the Debtors with respect to such asset. Given, among other things, the current market valuation of certain assets and the valuation and nature of certain liabilities, nothing in the Schedules and Statements shall be, or shall be deemed to be, an admission that any Debtor was solvent or insolvent as of the Petition Date.

8. **Liabilities.** The Debtors have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research that was 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 prepetition and postpetition periods may change. The Debtors reserve the right to amend the Schedules and Statements as they deem appropriate in this regard.

The liabilities listed on the Schedules do not reflect any analysis of claims under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtors reserve all their rights to dispute or challenge the validity of any asserted claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to any creditor's claims.

9. **Excluded Assets and Liabilities.** The Debtors have excluded certain categories of assets, tax accruals, and liabilities from the Schedules and Statements, including without limitation, accrued salaries, employee benefit accruals and accrued accounts payable. In addition, the Debtors may have excluded amounts for which the Debtors have paid or have been granted authority to pay pursuant to an order that may be entered by the Bankruptcy Court. The Debtors also have excluded rejection damage claims of counterparties to executory contracts and unexpired leases that may be rejected (if any), to the extent such damage claims exist. In addition, certain immaterial assets and liabilities may have been excluded.

10. **Property and Equipment.** Unless otherwise indicated, owned property (including real property) and equipment are stated at net book value. The Debtors may lease furniture, fixtures, and equipment from certain third-party lessors. Any such leases are set forth in the Schedules and Statements. Nothing in the Schedules and Statements is or shall be construed as an admission or waiver as to the determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all of their rights with respect thereto. Exclusion of certain property from the Schedules and Statements shall not be construed as an admission that such property rights have been abandoned, terminated, assigned, expired by their terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction by the Debtors. Conversely, inclusion of certain property in the Schedules and Statements shall not be construed as an admission that such property rights have not been abandoned, terminated, assigned, expired by their terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction by the Debtors.

11. **Intercompany Payables and Receivables.** The listing by the Debtors of any account between a Debtor and another Debtor is a statement of what appears in a particular Debtor's 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 take no position in these Schedules and Statements as to whether such accounts would be allowed as a Claim, an interest, or not allowed at all. The Debtors and all parties in interest reserve all rights with respect to such accounts.
12. **Duplication.** Certain of the Debtors' assets, liabilities, and prepetition payments may properly be disclosed in response to multiple parts of the Statements and Schedules. To the extent these disclosures would be duplicative, the Debtors have determined to only list such assets, liabilities, and prepetition payments once.
13. **Contingent Assets.** The Debtors may possess certain claims and causes of action against various parties. Additionally, the Debtors may possess contingent claims in the form of various avoidance actions they could commence under the provisions of chapter 5 of the Bankruptcy Code and other relevant non-bankruptcy laws. The Debtors, despite reasonable efforts, may not have identified and/or set forth all of their causes of action against third parties as assets in their Schedules and Statements, including, without limitation, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant bankruptcy and non-bankruptcy laws to recover assets. The Debtors reserve all of their rights with respect to any claims, causes of action, or avoidance actions they may have and nothing contained in these Global Notes or the Schedules and Statements shall be deemed a waiver of any such claims, avoidance actions, or causes of action or in any way prejudice or impair the assertion of such claims. Additionally, prior to the Petition Date, each Debtor, as plaintiff, may have commenced various lawsuits in the ordinary course of its business against third parties seeking monetary damages.
14. **Guarantees and Other Secondary Liability Claims.** The Debtors have used reasonable efforts to locate and identify guarantees and other secondary liability claims (collectively, "Guarantees") in each of their executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements. Where such Guarantees have been identified, they have been included in the relevant Schedule H for the Debtor or Debtors affected by such Guarantees. However, certain Guarantees embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements may have been inadvertently omitted. Thus, the Debtors reserve all of their rights to amend the Schedules to the extent that additional Guarantees are identified.
15. **Intellectual Property Rights.** Exclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have been abandoned, have been terminated, or otherwise have expired by their terms, or have been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, have not been terminated, or otherwise have not expired by their terms, or have not been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. The Debtors have made

every effort to attribute intellectual property to the rightful Debtor owner, however, in some instances, intellectual property owned by one Debtor may, in fact, be owned by the other. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all intellectual property rights.

16. **Executory Contracts.** Although the Debtors have made diligent attempts to properly identify the Debtor counterparty(ies) to each executory contract on Schedule G, it is possible that more Debtor entities are a counterparty to certain executory contracts on Schedule G than listed herein. The Debtors reserve all of their rights with respect to the named parties of any and all executory contracts, including the right to amend, supplement, or otherwise modify Schedule G. In addition, although the Debtors have made diligent attempts to properly identify executory contracts and unexpired leases, the inclusion or omission of a contract or lease on Schedule G does not constitute an admission or waiver as to the executory or unexpired nature (or non-executory or expired nature) of the contract or lease, or an admission as to the existence or validity of any Claims held by any counterparty to such contract or lease. Furthermore, while the Debtors have made diligent attempts to properly identify all executory contracts and unexpired leases, inadvertent errors, omissions, or over inclusion may have occurred.
17. **Leases.** The Debtors have not included the future obligations of any capital or operating leases in the Schedules and Statements. To the extent that there was an amount outstanding as of the Petition Date, the creditor has been included on Schedules.

In the ordinary course of business, certain of the Debtors may enter into agreements titled as leases for property, equipment, or other property interests and equipment from third-party lessors for use in the daily operation of their business. Any known prepetition obligations of the Debtors pursuant to the same have been listed on Schedule F, the underlying lease agreements are listed on Schedule G. Nothing in the Schedules or Statements is, or shall be construed to be, an admission or waiver as to the determination of the legal status of any lease (including whether any lease is a true lease, a financing arrangement or a real property interest), and the Debtors reserve all rights with respect to such issues.
18. **Liens.** Any inventories, property, or equipment listed in the Statements and Schedules are presented without consideration of any asserted mechanics', materialmen, or similar liens that may attach (or have attached) to such inventories, property, and equipment.
19. **Estimates.** To prepare and file the Schedules as close to the Petition Date as possible, management was required to make certain estimates and assumptions that affected the reported amounts of these assets and liabilities. The Debtors reserve all rights to amend the reported amounts of assets and liability to reflect changes in those estimates or assumptions.
20. **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.
21. **Fiscal Year.** Each Debtor's fiscal year ends on December 31.

22. **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 the right to assert claims objections and/or setoffs with respect to the same.
23. **Setoffs.** The Debtors incur certain setoffs and other similar rights during the ordinary course of business. Offsets in the ordinary course can result from various items, including, without limitation, intercompany transactions, pricing discrepancies, returns, warranties, commissions, and other disputes between the Debtors and their suppliers. These offsets and other similar rights are consistent with the ordinary course of business in the Debtors' industry and are not tracked separately. Therefore, although such offsets and other similar rights may have been accounted for when certain amounts were included in the Schedules, offsets are not independently accounted for, and as such, are excluded from the Schedules.
24. **Insiders.** In the circumstance where the Schedules and Statements require information regarding "insiders," the Debtors have included information with respect to the individuals who the Debtors believe may be included in the definition of "insider" set forth in section 101(31) of the Bankruptcy Code during the relevant time periods. 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 an admission of any fact, right, claim, or defense and all such rights, claims, and defenses are hereby expressly reserved. Information regarding the individuals listed as insiders in the Schedules and Statements has been included for informational purposes only and such information may not be used for: (1) the purposes of determining (a) control of the Debtors; (b) the extent to which any individual exercised management responsibilities or functions; (c) corporate decision-making authority over the Debtors; or (d) whether such individual 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 (2) any other purpose.
25. **Payments.** Prior to the Petition Date, the Debtors maintained a cash management and disbursement system in the ordinary course of their businesses (the "Cash Management System"), as described in the Cash Management Motion. Although efforts have been made to attribute open payable amounts to the correct legal entity, the Debtors reserve the right to modify or amend their Schedules and Statements to attribute such payment to a different legal entity, if appropriate.
26. **Totals.** All totals that are included in the Schedules and Statements represent totals of all the known amounts included in the Schedules and Statements. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total. The description of an amount as "unknown" or "undetermined" is not intended to reflect upon the materiality of such amount. To the extent a Debtor is a guarantor of debt held by another Debtor, the amounts reflected in these Schedules are inclusive of each Debtor's guarantor obligations.

III.

SPECIFIC DISCLOSURES WITH RESPECT TO THE DEBTORS' SCHEDULES

1. Specific Notes Regarding Schedule A/B.

- (a) **Schedule A/B, Part 1 – Cash and Cash Equivalents.** Details with respect to the Debtors' Cash Management System and bank accounts are provided in the Cash Management Motion and the Cash Management Order. The balances of financial accounts listed on Schedule A/B Part 1 are as of the Petition Date. Schedule A/B, Part 1 lists closing bank balances as of the Petition Date and includes restricted cash posted to collateralize letters of credit.
- (b) **Schedule A/B, Part 2 – Deposits and Prepayments.** The balances of deposits and prepayments presented at Schedule A/B Parts 1 and 2 are as of the Petition Date. Schedule A/B Part 2.
- (c) **Schedule A/B, Part 3 – Accounts receivable.** This item excludes intercompany receivables among the Debtors and between the Debtors and their non-Debtor affiliates.

Outcomes as to collectability or doubtfulness of accounts receivable may differ from the categorizations included in Schedule A/B Part 3.

- (d) **Schedule A/B, Part 4, Item 15 – Non-publicly traded stock and interests in incorporated and unincorporated businesses.** The Debtors' ownership interests in subsidiaries have been listed in an undetermined amount because the fair market value of such ownership is dependent on numerous variables and factors and may differ.
- (e) **Schedule A/B, Part 5 – Inventory, excluding agriculture assets.** An external or professional valuation of the Debtors inventory has not been undertaken. Inventory for Debtor Wireless Advanced Vehicle Electrification, LLC is comprised of charging equipment held for sale on the Petition Date. No inventory was received in the 20 days prior to the Petition Date.
- (f) **Schedule A/B, Part 7 – Office furniture, fixtures, and equipment; and collectibles.** An external professional valuation of the Debtors' office furniture, fixtures, and equipment has not been undertaken. Amounts are listed net of accumulated depreciation, impairment and valued using the net book value method. The Debtors generally capitalize an asset if the asset has a life that extends beyond 12 months and if it meets a certain dollar threshold in accordance with the Debtors' accounting policy. Maintenance and repair expenditures are expensed as incurred, while major improvements that increase functionality of the asset are capitalized and depreciated ratably to expense over the identified useful life.
- (g) **Schedule A/B, Part 8 – Machinery, Equipment & Vehicles.** An external or professional valuation of the Debtors' machinery, equipment and vehicles has not

been undertaken. Amounts listed are net of accumulated depreciation, are valued at net book value, and adjusted to market value when lower than the net book value.

- (h) **Schedule A/B Part 9 – Real Property.** Debtors do not own any real estate or land. The Debtors currently do have an interest in leased property which are listed. The Debtors did lease certain property that was rejected by a motion in this case. For the purposes of the Schedules the value of these leases is shown as undetermined.
- (i) To qualify for capitalization, leasehold improvement expenditures must exceed \$2,000 in total and represent significant alterations, renovations or structural changes that increase the usefulness of the asset, enhance its efficiency or prolong its useful life by more than one year. The book value of these leasehold improvements is shown net of accumulated depreciation **Schedule A/B, Part 10 – Intangibles and intellectual property.** As of the Petition Date, the Debtors' books and records did not reflect a net book value for intangibles as the intangible assets were fully impaired. The intellectual property is not reflected in the accounting records. The Debtors attempted to collect the necessary data and each identifiable component of the Debtors' intangible assets and intellectual property is listed individually using undetermined amounts because individual intangibles and intellectual property do not have a book value in the Debtors' accounting records.

The Debtors have miscellaneous intellectual property in the trade secret category, which is stored on the companies' systems and in their books and records and includes engineering CAD data; vehicle architecture, packaging layout and related data; specification sheets; bill of materials; CAE data (crash, safety, aero/CFD, NVH/durability, thermal); homologation and test data; network architecture data; component level functions and specification documents; diagnostic tools; and source code. These intellectual property assets are not listed in Schedule A/B Part 10.

- (j) **Schedule A/B, Part 11, Item 71 – Notes Receivable.** The Debtors are party to agreements with third parties including notes receivable to the Debtors. The convertible notes receivable were recorded at fair value at the reporting period and any changes to fair value and foreign currency were recorded in earnings.
- (k) **Schedule A/B, Part 11, Item 72 – Tax Refunds and unused net operating losses (NOLs).** The Debtors reserve all rights to any tax assets that may exist as a result of net operating losses, research and development credit carryforwards, or any other means. Debtor Ideanomics, Inc. records NOLs as part of the Debtors' tax consolidation group, however, this is not intended to indicate the other Debtors are limited in their rights to any tax assets. As part of the *Debtors' Motion for Interim and Final Orders, Pursuant to Sections 105(a), 362(a)(3), and 541 of the Bankruptcy Code and Bankruptcy Rule 3001, Establishing Notice and Hearing Procedures for Trading In, or Certain Claims of Worthlessness with Respect to, Equity Securities in Debtor Ideanomics, Inc.* [D.I. 9], the Debtors disclosed the approximately \$107 million of NOLs, as well as other tax attributes.

- (l) **Schedule A/B, Part 11, Item 73 – Interests in insurance policies or annuities.** A list of the Debtors’ insurance policies and related information is available in the *Debtors’ Motion Seeking Entry of Order (I) Authorizing the Debtors to (A) Continue Prepetition Insurance Policies and (B) Pay All Prepetition Obligations in Respect Thereof, and (II) Authorizing Banks to Honor and Process Check and Electronic Transfer Requests Related Thereto* [D.I. 11].
- (m) **Schedule A/B, Part 11, Items 74 & 75 – Causes of action against third parties (whether or not a lawsuit has been filed) and other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtors and rights to set off claims.** Potential preference actions and/or fraudulent transfer actions were not listed because the Debtors have not completed an analysis of such potential claims. The Debtors’ failure to list any cause of action, claim, or right of any nature is not an admission that such cause of action, claim, or right does not exist, and should not be construed as a waiver of such cause of action, claim, or right.

2. Specific Notes Regarding Schedule D.

- (a) **Schedule D – Creditors Who Have Claims Secured by Property.** Except as otherwise ordered by the Bankruptcy 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. Similarly except as otherwise ordered by the Bankruptcy Court, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor’s claim or the characterization of the structure of any such transaction or any document or instrument (including without limitation, any intercompany agreement) related to such creditor’s claim.

The Debtors made reasonable, good-faith efforts to include all liens on Schedule D, but may have inadvertently omitted an existing lien because of, among other things, the possibility that a lien may have been imposed after the Uniform Commercial Code searches were performed or a counterparty may not have filed the requisite documentation. To the knowledge of the Debtors, all claims listed on Schedule D arose or were incurred before the Petition Date.

- (b) **Schedule D – Secured Debt.** Except as otherwise agreed pursuant to a stipulation, agreed order, or general order entered by the Bankruptcy Court that is or becomes final, the Debtors and their estates 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 to a creditor listed on Schedule D of any Debtor. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's claim. Further, while the Debtors have included the results of Uniform Commercial Code searches, the listing of such results is not, nor shall it be deemed, an admission as

to the validity of any such lien. Conversely, the Debtors made reasonable, good faith efforts to include all liens on Schedule D, but may have inadvertently omitted an existing lien because of, among other things, the possibility that a lien may have been imposed after the Uniform Commercial Code searches were performed or a vendor may not have filed the requisite perfection documentation. Moreover, the Debtors have not included on Schedule D parties that may believe their Claims are secured through setoff rights or inchoate statutory lien rights. Although there are multiple parties that hold a portion of the debt included in the Debtors' prepetition secured credit facility and other funded secured indebtedness, only the administrative agents or indenture trustees have been listed for purposes of Schedule D

The amounts reflected outstanding under the Debtors' prepetition funded indebtedness reflect approximate principal and accrued interest as of the Petition Date.

In certain instances, a Debtor may be a co-obligor, co-mortgagor, or guarantor with respect to scheduled claims of another Debtor, and no claim set forth on Schedule D of any Debtor is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other entities. The descriptions provided in Schedule D are intended only as a summary and not an admission of liability. Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of any liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements, and nothing herein shall be construed as an admission by the Debtors of the legal rights of the claimant or a waiver of the Debtors' rights to recharacterize or reclassify such claim, or to exercise any other right or remedy with respect thereto.

3. Specific Notes Regarding Schedule E/F.

- (a) **Part 1 – Creditors with Priority Unsecured Claims.** The listing of a claim on Schedule E/F, Part 1, does not constitute an admission by the Debtors that such claim or any portion thereof is entitled to priority treatment under section 507 of the Bankruptcy Code. The Debtors reserve their rights to dispute the amount and the priority status of any claim on any basis at any time.

Pursuant to the *Interim Order Authorizing, But Not Directing, the Debtors to (A) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (B) Continue Employee Benefits Programs and (II) Granting Related Relief* [D.I. 43] (the “Interim Wages Order”) and the *Final Order Authorizing, But Not Directing, the Debtors to (A) Pay Prepetition Employee Wages, Salaries, Other Compensation, and Reimbursable Employee Expenses and (B) Continue Employee Benefits Programs and (II) Granting Related Relief* [D.I. 99] (the “Final Wages Order”), the Debtors received authority to pay certain prepetition obligations, including, without limitation, obligations related to employee wages and other employee benefits, in the ordinary course of business.

For purposes of preparing the Schedules and Statements, the Debtors did not include on Schedule E/F, Part 1 any undisputed, prepetition claims of non-insiders related to employee wages and other employee benefits that have been paid or may be paid pursuant to the Final Wages Order.

- (b) **Part 2 - Creditors Holding Nonpriority Unsecured Claims.** The Debtors have exercised commercially reasonable efforts to list all general unsecured claims against the Debtors on Schedule E/F based upon the Debtors' existing books and records.

Certain creditors listed on Schedule E/F may owe amounts to the Debtors, and, as such, the Debtors may have valid setoff and recoupment rights with respect to such amounts. The amounts listed on Schedule E/F may not reflect any such right of setoff or recoupment, and the Debtors reserve all rights to assert the same and to dispute and challenge any setoff and/or recoupment rights that may be asserted against the Debtors by a creditor.

The claims listed in Schedule E/F arose or were incurred on various dates. In certain instances, the date on which a claim arose is an open issue of fact. 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.

Schedule E/F reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption, or assumption and assignment, of an executory contract or unexpired lease. In addition, Schedule E/F does not include rejection damage claims of the counterparties to the executory contracts and unexpired leases that have been or may be rejected, to the extent such damage claims exist. Except in certain limited circumstances, the Debtors have not scheduled contingent and unliquidated liabilities related to guaranty obligations on Schedule E/F. Such guaranties are, instead, listed on Schedule H.

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 reserves all of their rights with regard to such credits, allowances, and other adjustments, including the right to assert Claims objections and/or setoffs with respect to the same.

The Debtors may pay Claims listed on Schedule E/F during these Chapter 11 Cases pursuant to orders of the Bankruptcy Court and the Debtors reserve all of their rights to do so with Bankruptcy Court approval and authority. 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. Executory Contracts and Unexpired Leases are listed on Schedule G.

Warranty & Deferred Revenue: Schedule E/F, Part 2, reflects known and potential warranty claims of customer as at the Petition Date. The warranty amounts reflected are an estimate based on information available to the Debtors for required replacement of certain parts (water pump and door handles), however are contingent, unliquidated and disputed until an assessment is made as to whether replacement parts are required, and repair work is undertaken. Grouped with warranty claims are estimated amounts reflecting ongoing after-sales services purchased by customers.

4. Specific Notes Regarding Schedule G.

- (a) **Executory Contracts and Unexpired Leases.** While the Debtors' existing books, records, and financial systems have been relied upon to identify and schedule executory contracts at each of the Debtors, and although commercially reasonable efforts have been made to ensure the accuracy of Schedule G, inadvertent errors, omissions, or over inclusions may have occurred. The Debtors do not make, and specifically disclaim, any representation or warranty as to the completeness or accuracy of the information set forth on Schedule G. Listing a contract or lease on Schedule G does not constitute an admission by the Debtors as to the validity or enforceability of any such contract or lease, that such contract is an executory contract or unexpired lease or that such contract or lease was in effect on the Petition Date.

The Debtors hereby reserve all of their rights 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. 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. Further, unless otherwise specified on Schedule G, 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 issued numerous purchase orders for supplies, product, and related items which, to the extent that such purchase orders constitute executory contracts, are not listed individually on Schedule G. To the extent that goods or services were delivered under purchase orders prior to the Petition Date, vendors' claims with respect to such delivered goods or services are included on Schedule E/F.

Certain of the executory contracts and unexpired leases listed on Schedule G may contain certain renewal options, guarantees of payment, options to purchase, rights of first refusal, right to lease additional space, and other miscellaneous 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 easements, subordination, non-disturbance and attornment agreements, supplemental agreements, rights of way, amendments/letter agreements, title agreements and confidentiality agreements. Such documents may not be set forth on Schedule G.

The Debtors hereby 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. 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.

In the ordinary course of business, the Debtors have entered into numerous contracts or agreements, both written and oral, regarding the provision of certain services on a month to month basis. To the extent such contracts or agreements constitute executory contracts, these contracts and agreements are not listed individually on Schedule G.

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 individually on Schedule G.

Certain of the executory contracts and unexpired leases listed in Schedule G were assigned to, assumed by, or otherwise transferred to certain of the Debtors in connection with, among other things, acquisitions by the Debtors.

The Debtors generally have not included on Schedule G any insurance policies, the premiums for which have been prepaid. The Debtors submit that prepaid insurance policies are not executory contracts pursuant to section 365 of the Bankruptcy Code because no further payment or other material performance is required by the Debtors. Nonetheless, the Debtors recognize that in order to enjoy the benefits of continued coverage for certain claims under these policies, the Debtors may have to comply with certain non-monetary obligations, such as the provision of notice of claims and cooperation with insurers. In the event that the Bankruptcy Court were to ever determine that any such prepaid insurance policies are executory contracts, the Debtors reserve all of their rights to amend Schedule G to include such policies, as appropriate.

In addition, Schedule G does not include rejection damage claims of the counterparties to the executory contracts and unexpired leases that have been or may be rejected, to the extent such damage claims exist.

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 lease. The Debtors' rights under the Bankruptcy Code with respect to any such omitted contracts or leases are not impaired by the omission.

IV. SPECIFIC STATEMENTS DISCLOSURES

1. **Statements, Part 1, Question 1 – Gross Revenue from Business.** The gross revenue reported for the current fiscal year is through the Petition Date. The current fiscal year revenues are unaudited and could be subject to material adjustments. Revenue for years 2022 and 2023 is unaudited as it relates to the individual Debtor entities and as such could be subject to material adjustments.
2. **Statements, Part 1, Question 2 – Non-business revenue.** Non-business revenue for the current fiscal year is through the Petition Date. Non-business revenue includes interest, settlements, and dividend income. The non-business revenue for the current fiscal year along with years 2022 and 2023 is unaudited as it relates to the individual Debtor entities and as such could be subject to material adjustments. Asset dispositions are not listed at this question.
3. **Statements, Part 2, Question 3 – Certain payments or transfers to creditors within 90 days before filing this case.** Prior to the Petition Date, the Debtors maintained a centralized cash management system through which certain Debtors made payments, as further explained in the *Debtors' Motion for Interim and Final Orders Authorizing (A) Continued Use of Cash Management System; (B) Maintenance of Existing Bank Accounts; (C) Continued Use of Existing Business Forms; (D) Interim Suspension of Section 345(b) Deposit and Investment Requirements; and (E) Granting Related [D.I. 12] (the "Cash Management Motion")*.

The response to Statements, Part 2, Question 3 includes any disbursement or other transfer made by the Debtors except for those made to (i) insiders or other Debtors (which payments appear in response to Statements, Part 2, Question 4) and (ii) non-insider employees. In addition, the response to Statements Part 2, Question 3 does not include checks that were either voided or not presented prior to the Petition Date. There is no overlap or duplication between or among the data presented in response to these disclosures.

Disbursements made on account of multiple invoices may be reflected as a single payment on Statements, Part 2, Question 3. The Debtors' accounts payable systems do not include the corresponding payment clear dates, and compiling this data would have required a time-consuming manual review of individual bank statements. It is expected, however that many payments included in Statements, Part 3 have payment clear dates that are the same as payment dates (e.g., wires and other forms of electronic payments.)

4. **Statements, Part 2, Question 4 – Payments or other transfers of property made within 1 year before filing this case that benefited any insider.** The listing of any individual or entity as an insider does not constitute an admission or a final determination that any such individual or entity is or is not an insider. Distributions by the Debtors to their directors and officers are listed in the attachment to Statements, Part 2, Question 4. Certain directors and executive officers are directors and executive officers of multiple Debtor entities.

Certain non-cash amounts included in as employee compensation for tax reporting purposes, such certain income for group term life, were excluded in the answers to Question 4.

Former employees receive, or can elect to receive at their cost, health benefits after their termination date in line with Debtors policies and procedures. Disbursements related to those benefits have not been separately itemized in the responses to Question 4.

In the ordinary course of business, the Debtors maintained insurance policies that included global policies benefiting the Debtors and non-Debtors. These payments are not listed in response to Question 4.

5. **Statements, Part 3, Question 7 – Legal Actions.** The Debtors have used reasonable efforts to report all legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the Debtors were involved in any capacity within one year before the Petition Date. The Debtors reserve their rights to assert that neither the Debtors nor any affiliate of the Debtors is an appropriate party to such actions or proceedings.
6. **Statements, Part 5, Question 10 – Certain losses.** The Debtors occasionally incur losses for a variety of reasons, including theft, property damage, or other casualty. The Debtors, however, may not have records of all such losses to the extent such losses do not have a material impact on the Debtors' businesses or are not reported for insurance purposes.
7. **Statements, Part 6, Question 11 – Payments related to bankruptcy.** All disbursements listed in Statements, Part 6, Question 11 were initiated and disbursed by either Ideanomics, Inc. or Wireless Advanced Vehicle Electrification, LLC but were for the benefit of all Debtors.
8. **Statements, Part 6, Question 13 – Other transfers – property transferred outside ordinary course of business within 2 years preceding commencement of this case.** From time-to-time during the two years preceding commencement of this case, the Debtors may have transferred equipment and other assets and/or sold certain equipment and other assets to third parties. These types of ordinary course transfers have not been disclosed. The Debtors may have also abandoned 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.

9. **Statements, Part 7, Question 14 – Previous Locations.** The locations listed for previous locations reflect the corporate headquarters of the organization.
10. **Statements, Part 13, Question 26d – Books, records, and financial statements.** Debtor Ideanomics, Inc. was a publicly traded company. As such, the consolidated financial statements of Ideanomics, Inc. and its subsidiaries were made publicly available and provided to creditors, financial institutions, and other parties. The Debtors provide certain parties such as banks, auditors, potential investors, vendors and financial advisors with financial statements that may not be part of a public filing. The Debtors do not maintain complete lists or other records tracking such disclosures.
11. **Statements, Part 13, Question 28 – Officers, Directors, and Controlling Shareholders.** The Debtors' current officers and directors are listed herein. Amounts held by shareholders may change frequently.
12. **Statements, Part 13, Question 29 – Former Directors and Officers.** Commercially reasonable efforts have been made to provide accurate and complete information regarding the former directors, managing members, general partners, members, or shareholders who were in control of the Debtors within one year before the Petition Date but who no longer hold these positions. While this information was based the best information available, inadvertent errors or omissions may exist.

#END OF GLOBAL NOTES#

Fill in this information to identify the case:

Debtor VIA Motors, Inc.

United States Bankruptcy Court for the: District of Delaware

Case number (if known) 24-12734

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 1/1/2024 To 11/30/2024	<input type="checkbox"/> Operating a business <input type="checkbox"/> Other	\$0.00
FOR PRIOR YEAR:	From 1/1/2023 To 12/31/2023	<input checked="" type="checkbox"/> Operating a business <input type="checkbox"/> Other	\$35,296.48
FOR THE YEAR BEFORE THAT:	From 1/1/2022 To 12/31/2022	<input type="checkbox"/> Operating a business <input type="checkbox"/> Other	\$0.00

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

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 4/1/25 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

None

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 4/1/25 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

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

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

(Name)

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
ALAN G. PERRITON, AN INDIVIDUAL, ROBERT C. PURCELL, AN INDIVIDUAL, AND JAMES PERRITON, AN INDIVIDUAL VS. IDEANOMICS, INC., A NEVADA CORPORATION, AND VIA MOTORS INTERNATIONAL, INC., A DELAWARE CORPORATION Case number CIVIL NO. 240405765	WAGE CLAIM	FOURTH JUDICIAL DISTRICT COURT, UTAH COUNTY, STATE OF UTAH 125 NORTH 100 WEST PROVO, UT 84601	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
JINGJIN ELECTRIC NORTH AMERICA V. VIA MOTORS, INC. Case number 2023-202024-CB	CONTRACT PERFORMANCE AND UNPAID INVOICE	STATE OF MICHIGAN, 6TH JUDICIAL COURT, OAKLAND COUNTY 1200 N TELEGRAPH RD, DEPARTMENT 404 PONTIAC, MI 48341	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

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

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

Part 5: Certain Losses

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

None

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

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

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

(Name)

Who received transfer?	Description of property transferred or payments received or debts paid in exchange	Dates transfer was made	Total amount or value
JVIS USA 52048 SHELBY PARKWAY SHELBY TOWNSHIP, MI 48315 Relationship to debtor PERFORMED ENGINEERING DESIGN AND DEVELOPMENT SERVICES FOR VIA	CERTAIN SEIZED PROPERTY OF VIA	9/2023	UNKNOWN
LINDY-AUBURN HILLS LLC 309 YORK RD. SUITE 211 JENKINTOWN, PA 19046 Relationship to debtor LANDLORD OF 3900 AUTOMATION AVE.	LEASED PROPERTY AT 3900 AUTOMATION AVE., AUBURN HILLS, MI 48326	9/1/2023	UNKNOWN
MENLOVE OREM LLC 1422 W. 130 S. OREM, UT 84058 Relationship to debtor PRIOR LANDLORD	COMPONENTRY AND INVENTORY	11/17/2023	UNKNOWN
VICKIE KATNIK 165 MOUNTAIN WAY DR. OREM, UT 84058 Relationship to debtor PRIOR LANDLORD	FURNITURE, FIXTURES, RACKING/SHELVING, VEHICLES, PRINTERS/COPIERS, COMPUTER SCREENS, COMPUTERS, TELEVISIONS	11/17/2023	UNKNOWN

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

165 MOUNTAIN WAY DR
OREM, UT 84058

From UNKNOWN To UNKNOWN

PO BOX 878
PLEASANT GROVE, UT 84062

From UNKNOWN To UNKNOWN

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.

Part 9: Personal 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.

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?

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

(Name)

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

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

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?

TQL STORAGE
3221 W BIG BEAVER RD
STE 110
TROY, MI 48084

OFFICE EQUIPMENT,
COMPUTERS, SERVERS,
MACHINE EQUIPMENT

No
 Yes

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

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.

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.

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

No
 Yes. Provide details below.

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

(Name)

26. Books, records, and financial statements

26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.

None

Name and address	Dates of service	
BRENT JENSEN 4752 CALIFORNIA AVE STE B-200 SALT LAKE CITY, UT 84104	From 8/1/2020	To 12/1/2022
SCOTT MORRISON 4752 CALIFORNIA AVE STE B-200 SALT LAKE CITY, UT 84104	From 6/1/2021	To 5/1/2023
DELAYNE JONES 4752 CALIFORNIA AVE STE B-200 SALT LAKE CITY, UT 84104	From 1/1/2023	To 9/15/2024
RYAN JENKINS 4752 CALIFORNIA AVE STE B-200 SALT LAKE CITY, UT 84104	From 9/15/2024	To PRESENT

26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

None

Name and address	Dates of service	
DELAYNE JONES 4752 CALIFORNIA AVE STE B-200 SALT LAKE CITY, UT 84104	From 1/1/2023	To 9/15/2024
GRASSI & CO., CPAS, P.C. 50 JERICHO QUADRANGLE, STE. 200 JERICHO, NY 11753	From 2022	To 7/2024

26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed .

None

Name and address	If any books of account and records are unavailable, explain why
BRENT JENSEN 4752 CALIFORNIA AVE STE B-200 SALT LAKE CITY, UT 84104	
DELAYNE JONES 4752 CALIFORNIA AVE STE B-200 SALT LAKE CITY, UT 84104	
DELAYNE JONES 4752 CALIFORNIA AVE STE B-200 SALT LAKE CITY, UT 84104	
GRASSI & CO., CPAS, P.C. 50 JERICHO QUADRANGLE, STE. 200 JERICHO, NY 11753	
IDEANOMICS, INC. (AARON WANG) 4752 CALIFORNIA AVE STE B-200 SALT LAKE CITY, UT 84104	
RIVERON 461 5TH AVE 12TH FLOOR NEW YORK, NY 10017	
RYAN JENKINS 4752 CALIFORNIA AVE STE B-200 SALT LAKE CITY, UT 84104	

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
SEE GLOBAL NOTES.

27. Inventories

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

None

(Name)

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.

None

Name	Address	Position and nature of any interest	% of interest, if any
ALF POOR	4752 CALIFORNIA AVE STE B-200 SALT LAKE CITY, UT 84104	DIRECTOR	0%
IDEANOMICS, INC.	4752 CALIFORNIA AVE STE B-200 SALT LAKE CITY, UT 84104	PARENT COMPANY	100%

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?

None

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?

None

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

None

Name of the parent corporation	Employer identification number of the parent corporation.
IDEANOMICS, INC.	20-1778374

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

None

(Name)

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 01/10/2025.

X

/s/ Alfred Poor

Alfred Poor

Signature of individual signing on behalf of the debtor

Printed Name

CEO

Position or relationship to debtor

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

- No
- Yes