

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

In re:

Nikola Corp., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-10258 (TMH)

(Jointly Administered)

Re: Docket No. 811 & 821

**SUPPLEMENTAL DECLARATION OF GABRIEL FRIED IN
FURTHER SUPPORT OF THE DEBTORS' EXPEDITED MOTION FOR ENTRY
OF AN ORDER (I) APPROVING THE PRIVATE SALE OF CERTAIN OF THE
DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND
ENCUMBRANCES, WITH SUCH INTEREST TO ATTACH TO SALE PROCEEDS,
(II) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS, AND (III) GRANTING RELATED RELIEF**

I, Gabriel Fried, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am Chief Executive Officer of Hilco IP Services, LLC d/b/a Hilco Streambank ("Hilco Streambank"), an intangible asset advisory firm based in New York, New York, with offices in Massachusetts and the United Kingdom. I am authorized to submit this declaration (this "Declaration") on behalf of Hilco Streambank. Hilco Streambank was retained by the above-captioned debtors and debtors in possession (collectively, the "Debtors") as their intangible asset disposition consultant in connection with the Debtors' Chapter 11 Cases. *See* Docket No. 607.

2. I submit this Supplemental Declaration in further support of the *Debtors' Expedited Motion for Entry of an Order (I) Approving the Private Sale of Certain of the Debtors' Assets Free*

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are: Nikola Corporation (registered to do business in California as Nikola Truck Manufacturing Corporation) (1153); Nikola Properties, LLC (3648); Nikola Subsidiary Corporation (1876); Nikola Motor Company LLC (0139); Nikola Energy Company LLC (0706); Nikola Powersports LLC (6771); Free Form Factory Inc. (2510); Nikola H2 2081 W Placentia Lane LLC (N/A); 4141 E Broadway Road LLC (N/A); and Nikola Desert Logistics LLC (N/A). The Debtors' mailing address is PO Box 27028, Tempe, AZ 85285.

*and Clear of Liens, Claims and Encumbrances, with Such Interests to Attach to Sale Proceeds, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts, and (III) Granting Related Relief [Docket No. 811] (the “Sale Motion”), filed on July 31, 2025² and to address certain issues raised by ISSO, LLC (“ISSO”) in the *Declaration of Trevor Milton in Support of ISSO’s Superior Competing Offer, Response and Objection to Debtors’ Expedited Motion for Entry of an Order (I) Approving the Private Sale of Certain of the Debtors’ Assets Free and Clear of Liens, Claims and Encumbrances, with Such Interests to Attach to Sale Proceeds, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts, and (III) Granting Related Relief [Docket No. 833] (the “Milton Declaration”) and ISSO’s Superior Competing Offer, Response and Objection to Debtors’ Expedited Motion for Entry of an Order (I) Approving the Private Sale of Certain of the Debtors’ Assets Free and Clear of Liens, Claims and Encumbrances, with Such Interests to Attach to Sale Proceeds, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts, and (III) Granting Related Relief [Docket No. 832] (the “Objection”).**

3. As I stated in the *Declaration of Gabriel Fried in Support of the Debtors’ Expedited Motion for Entry of an Order (I) Approving the Private Sale of Certain of the Debtors’ Assets Free and Clear of Liens, Claims and Encumbrances, with Such Interests to Attach to Sale Proceeds, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts, and (III) Granting Related Relief [Docket No. 821] (the “First Fried Declaration”), Hilco Streambank worked closely with Gordon Brothers in our respective processes to monetize the Debtors’ intangible and tangible assets. After consultation with the professionals at Gordon Brothers, I believe there are approximately nine (9) operable battery electric trucks—which may require*

² Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Sale Motion.

further approval of this Court to sell—and which I further understand have been refurbished pursuant to recall requirements (the “Operable BEV Trucks”). I further believe there to be approximately 196 battery electric vehicle truck chassis that do not have batteries and have not been refurbished pursuant to recall requirements (the “Inoperable BEV Chassis”). Neither the Operable BEV Trucks nor the Inoperable BEV Chassis are included in the Purchased Assets contemplated as being sold to the Purchaser. The BEV Trucks are part of the tangible assets being offered with other lots of tangible assets for auction being run by Gordon Brothers scheduled for Augst 13-14, 2025.

4. After consulting with employees of the Debtors and professionals of Gordon Brothers, it is my understanding that the Operable BEV Trucks have been updated with unique PINs, allowing base operability, such as unlocking and locking, turning on, and driving, without the aid of the suite of cloud-enabled software and mobile application. The Inoperable BEV Chassis have not been updated with PINs; however, they are otherwise inoperable because of the reasons stated above. Further, upon information and belief, Gordon Brothers has listed or will list the Operable BEV Trucks and the Inoperable BEV Chassis on an “as-is where-is” basis and with all faults. Having been made aware of this, upon information and belief, other third-party buyers have expressed some interest in participating in the auction for these assets, meaning that, contrary to Mr. Milton’s assertions, some potential bidders are willing to purchase BEV Trucks without ongoing software support.

5. As stated in the First Fried Declaration, dependencies upon the NikolaMotor.com domain name exist throughout the software and mobile application codebases, which extends to all of the truck fleets by virtue of the “over-the-air” or “OTA” connectivity between the trucks and the cloud applications. I believe that, functionally and practically, the owner and operator of the software platform and mobile application would be in a position to negotiate and enter into

commercial arrangements with third-party truck owners and operators to reactivate additional features enabled by the cloud-based systems via OTA updates to such trucks. I believe that this potential outcome is likely a factor making potential bidders for 9 Operable BEV Trucks more comfortable to bid. Alternatively, given the size of the remaining fleet of 103 Fuel Cell Electric Trucks, the vast majority of potential bidders with whom Hilco Streambank and Gordon Brothers had in-depth discussions did express a requirement to also purchase and control the full cloud-enabled platform and mobile application, as is evidenced by and is the outcome with the Purchaser.

6. Prior to the filing of the Sale Motion, Hilco Streambank and Gordon Brothers engaged in numerous discussions with ISSO and its counsel regarding the potential purchase of assets from the Company. None of the potential transaction structures discussed with ISSO, however, materialized or were actionable for various reasons, including low value, on a net recovery basis based on acquired assets, as well as unrealistic expectations with regard to delivery of various intangible assets, as I detailed in my First Fried Declaration.

7. By way of example, the “July 22, 2025 ISSO . . . Asset Purchase Agreement . . . offering \$4,000,000 cash on [purportedly] similar terms as proposed in the Motion and Asset Purchase Agreement with Simoneta . . . for essential [sic] the same delineated assets plus the BEV fleet assets”, Objection at 2, actually seeks to purchase assets from the Debtors worth materially more than \$4,000,000. When it was communicated to ISSO and its counsel that the July 22 bid was deficient, ISSO pivoted and offered to acquire the Debtors’ intellectual property, 15 fuel cell electric trucks, and 5 Operable BEV Trucks for \$700,000 and then license it back to potential purchasers of tangible assets, which would have rendered the FCEV Trucks worthless to the Debtors. This offer had the effect of negatively impacting the Debtors’ position with regard to the

remaining fuel cell electric trucks, for the reasons stated above, and was in fact lower in value than the \$4,000,000 offer.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 5th day of August, 2025, in Quincy, Massachusetts.

/s/ Gabriel Fried
Gabriel Fried