IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

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

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

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

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

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

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thomas M. Horan

Dated: November 10th, 2025
Wilmington, Delaware

THOMAS M. HORAN
UNITED STATES BANKRUPTCY JUDGE