IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: IDEX WIND DOWN, INC. f/k/a IDEANOMICS, INC., et al.,[1] Debtors.	Chapter 11 Case No. 24-12728 (CTG) (Jointly Administered) **Re:** **Docket No. 541 & 554**

ORDER (I) APPROVING (A) THE COMBINED DISCLOSURE STATEMENT AND PLAN ON AN INTERIM BASIS, (B) THE SOLICITATION AND TABULATION PROCEDURES, AND (C) THE FORMS OF BALLOT, SOLICITATION PACKAGE, AND NOTICES, (II) ESTABLISHING CERTAIN DATES AND DEADLINES IN CONNECTION WITH THE SOLICITATION AND CONFIRMATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN, (III) SCHEDULING A COMBINED HEARING FOR FINAL APPROVAL AND CONFIRMATION OF THE COMBINED DISCLOSURE STATEMENT AND PLAN, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the above-captioned debtors and debtors in possession, other than Solectrac, Inc., (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), for entry of an order, pursuant to sections 105, 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 2002(b), 3016, 3017, 3018, and 3020, and Local Rule 3017-2, (a) approving the Combined DS and Plan on an interim basis; (b) approving the Solicitation and Tabulation Procedures attached hereto as **Exhibit 1**; (c) approving the Voting Hearing Notice, substantially in the form attached hereto as **Exhibit 2**, and the manner of notice, service, and publication thereof; (d) approving the Ballots, substantially in the forms attached hereto as **Exhibit 3;** (e) finding that the Solicitation Packages comply with

[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: IDEX Wind Down, Inc. f/k/a Ideanomics, Inc. (8374); WAVE Wind Down, LLC f/k/a Wireless Advanced Vehicle Electrification, LLC (6793); Solectrac, Inc. (4653); Timios Holdings Corp. (0190); Justly Holdings Inc. (3657); Justly Markets Wind Down LLC f/k/a 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 217 W. 18th Street, PO Box 70, New York, NY 10113.

[2] Capitali ed terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Bankruptcy Rules 2002(b), 3017(d), and 3018 and Local Rule 3017-2; (f) approving the Non-Voting Combined Notices, substantially in the forms attached hereto as **Exhibit 4**, and the manner of notice and service thereof; and (g) approving the Plan Confirmation Schedule (including the scheduling of the Combined Hearing), as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. 157; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and related proceedings being proper in this district pursuant to 28 U.S.C. 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion; and the Court having held a hearing, if necessary, to consider the relief requested in the Motion (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing, if any, establish just cause for the relief granted herein; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and all objections and reservations of rights filed or asserted in respect of the Motion, if any, having been withdrawn, resolved, or overruled; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

1. The form of Ballots attached hereto as **Exhibit 3** (a) are consistent with Official Form Number 314, (b) adequately address the particular needs of the Chapter 11 Cases, (c) are appropriate for the Voting Classes, and (d) comply with Bankruptcy Rule 3017(d) and Local Rule 3017-2(d).

2. A Ballot need not be provided to holders of Claims or Interests in the Non-Voting Classes, as such Classes will be either (a) Unimpaired and will be conclusively deemed to accept the Plan in accordance with section 1126(f) of the Bankruptcy Code or (b) Impaired but will neither retain nor receive any property under the Combined DS and Plan and, thus, will be conclusively presumed to reject the Combined DS and Plan under section 1126(g) of the Bankruptcy Code.

3. The period during which the Debtors may solicit votes to accept or reject the Combined DS and Plan, as established by this Order, provides sufficient time for Holders in the Voting Class to make informed decisions to accept or reject the Combined DS and Plan and submit their Ballots in a timely fashion.

4. The Solicitation and Tabulation Procedures attached hereto as **Exhibit 1** and incorporated herein by reference, as approved herein, provide a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, and Local Rule 3017-2.

5. The (a)(i) form of Voting Hearing Notice attached hereto as **Exhibit 2**, (ii) the contents of the Solicitation Packages (including the Ballots), and (iii) the Non-Voting Combined Notices attached hereto as **Exhibit 4** (including, in each case, the Combined DS and Plan's injunction, release, and exculpation provisions contained or otherwise summari ed therein) and

(b) the manner of notice, service, and publication (as applicable) thereof, (y) comply with Bankruptcy Rules 2002, 3016, and 3017 and Local Rule 3017-2 and () under the circumstances, constitute sufficient notice to all interested parties in accordance with Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

6. The Motion is granted to the extent set forth in this order (this "Order").

7. The Combined DS and Plan is approved on an interim basis as containing adequate information, in compliance with section 1125 of the Bankruptcy Code, Bankruptcy Rule 3017, and Local Rule 3017-2, and subject to final approval of the Court at the Combined Hearing.

8. The Court will conduct a Combined Hearing on **January 8, 2026, at 10:00 a.m. (prevailing Eastern Time)** to consider, among other things, the approval on a final basis and confirmation of the Combined DS and Plan. The Combined Hearing may be adjourned or continued from time to time by the Court or the Debtors by (a) announcing such adjournment or continuance in open court or (b) filing a notice on the Court's docket and posting such notice on the Case Information Website.

9. Pursuant to Bankruptcy Rule 3017(c) and Local Rule 3017-2(c), November 1, 2025 shall be the record date for purposes of determining which Holders are entitled to receive Solicitation Packages and vote on the Combined DS and Plan (the "Voting Record Date"). With respect to any transferred Claim, unless the Debtors agree otherwise, the transferee shall only be entitled to receive a Solicitation Package and cast a Ballot on account of such transferred Claim if (a) all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date (including the passage of any applicable

objection period) or (b) the transferee files, no later than the Voting Record Date, (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer.

10. If the Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the Holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Combined DS and Plan.

11. In order to be counted as votes to accept or reject the Combined DS and Plan, all Ballots being cast must be properly executed, completed, and delivered in accordance with the Solicitation and Tabulation Procedures, so that the Ballots are actually received by the Claims and Solicitation Agent no later than **December 29, 2025 at 12:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"), which deadline may be extended in accordance with the Solicitation and Tabulation Procedures.

12. Objections to final approval or the confirmation of the Combined DS and Plan, if any, must (a) be in writing, in English, and in text-searchable format, (b) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and this Order (c) state, with specificity, the legal and factual bases thereof, (d) be filed with the Court no later than **December 29, 2025, at 4:00 p.m. (prevailing Eastern Time)** (the "Combined DS and Plan Objection Deadline"), and (e) be served on (i) counsel to the Debtors, (1) Foley Lardner LLP, 500 Woodward Ave., Suite 2700, Detroit, MI 2700 (Attn: John A. Simon (jsimon@foley.com); Timothy Mohan (tmohan@foley.com)); (2) Ashby Geddes, P.A., 500 Delaware Avenue, 8th Floor, P.O. Box 1150, Wilmington, DE 19899 (Attn: Ricardo Palacio (rpalacio@ashbygeddes.com); and Gregory

A. Taylor (gtaylor@ashbygeddes.com)); (ii) counsel to the Prepetition Secured Lender, Faegre Drinker Biddle Reath LLP, 600 Campus Drive, Florham Park, New Jersey 07932 (Attn: Frank Velocci (frank.velocci@faegredrinker.com)); and 1177 Avenue of the Americas, 41st Floor, New York, New York 10036 (Attn: Michael P. Pompeo (michael.pompeo@faegredrinker.com)); and (iii) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), 855 ing Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Jonathan W. Lipshie (jon.lipshie@usdoj.gov)).

13. Notwithstanding anything in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, or this Order to the contrary, the Solicitation and Tabulation Procedures attached hereto as **Exhibit 1** are approved in their entirety on a final basis.

14. The Voting Hearing Notice, substantially in the form attached hereto as **Exhibit 2**, is approved on a final basis. The Combined Hearing Notice shall be filed by the Debtors and served upon the Combined Hearing Notice Parties as soon as reasonably practical after entry of the Solicitation Order. To the extent that a Combined Hearing Notice Party submitted a notice of appearance in the Chapter 11 Cases, or the Debtors have mail addresses for them, the Debtors are authoried to serve the Combined Hearing Notice on such party through ECF or first-class mail, as applicable. The Debtors shall also publish a version of the Combined Hearing Notice on the Debtors' case information website as soon as reasonably practical after entry of this Order.

15. The Solicitation Packages, including the form of Ballots attached hereto as **Exhibit 3**, and the manner of notice and service thereof set forth in the Solicitation and Tabulation Procedures, are approved on a final basis.

16. The Non-Voting Combined Notices, substantially in the forms attached hereto as **Exhibit 4**, and the manner of notice and service thereof set forth in the Solicitation and Tabulation Procedures, are approved on a final basis.

17. Any requirement to serve a Non-Voting Combined Notice or any other type of notice in connection with the Combined DS and Plan upon Holders of Claims or Interests in Class 5 (Intercompany Claims) or Class 7 (Intercompany Interests) is hereby waived.

18. The Debtors and the Claims and Solicitation Agent are not required to conduct any additional research for updated mailing addresses or email addresses based on undeliverable notices (including Ballots) sent in connection herewith.

19. The Debtors are authoried to make non-substantive or immaterial changes to the Combined DS and Plan, the Solicitation Package, the Non-Voting Combined Notice, and related documents without further order of the Court, including changes to correct typographical and grammatical errors, and to make conforming changes among the Combined DS and Plan and related documents when, in the Debtors' reasonable discretion, doing so would better facilitate the solicitation or confirmation process. Subject to the foregoing, the Debtors are authoried to solicit, receive, and tabulate votes to accept or reject the Plan in accordance with this Order and the Solicitation and Tabulation Procedures without further order of the Court. Any other changes to the Combined DS and Plan shall be subject to the terms thereof (including Article XIII.F thereof).

20. Absent an express indication to the contrary, any period of time prescribed or allowed by this Order shall be computed in accordance with Bankruptcy Rule 9006.

21. This Order shall be binding on the Debtors, including any chapter 11 (but not chapter 7) trustee or other fiduciary appointed for the estates of the Debtors.

22. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

23. The Debtors and the Claims and Solicitation Agent are authoried to take any action necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of the Court.

24. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order, including the interpretation of the Combined DS and Plan, and all other matters related to the Combined DS and Plan and confirmation thereof.

Dated: November 25th, 2025
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Solicitation and Tabulation Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: IDEX WIND DOWN, INC. f/k/a IDEANOMICS, INC., et al.,[1] Debtors.	Chapter 11 Case No. 24-12728 (CTG) (Jointly Administered) **Re: Docket No. _____**

SOLICITATION AND TABULATION PROCEDURES

TAKE NOTICE OF THE FOLLOWING:

On December 4, 2024, each of the debtors and debtors in possession listed below filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the "Court"). The debtors' chapter 11 cases are being jointly administered for procedural purposes only under case number 24-12728 (CTG) (the "Chapter 11 Cases").

On [ ], 2025, the Court entered an order [Docket No. [ ]] (the "Solicitation Order")[2] that, among other things, (a) approved on an interim basis the Disclosure Statement contained in the *Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of IDEX Wind Down, Inc. f/k/a Ideanomics, Inc. and Certain of its Debtor Affiliates* (as it may be amended, modified, or supplemented from time to time in accordance with the terms thereof (including all appendices, exhibits, schedules, and supplements (including any Plan Supplements) thereto), the "Combined DS and Plan"), as containing adequate information, in compliance with section 1125(a) of the Bankruptcy Code, for the purpose of soliciting votes on the Combined DS and Plan of IDEX Wind Down, Inc., f/k/a Ideanomics, Inc. and the other debtors with the exception of Solectrac, Inc. (the "Debtors"), (b) approved these Solicitation and Tabulation Procedures on a final basis and authori ed the Debtors to solicit votes to accept or reject 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: IDEX Wind Down, Inc. f/k/a Ideanomics, Inc. (8374); WAVE Wind Down, LLC f/k/a Wireless Advanced Vehicle Electrification, LLC (6793); Solectrac, Inc. (4653); Timios Holdings Corp. (0190); Justly Holdings Inc. (3657); Justly Markets Wind Down LLC f/k/a 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 217 W. 18th Street, PO Box 70, New York, NY 10113.

[2] Capitali ed terms used but not otherwise defined herein shall have the meanings ascribed to them in the Solicitation Order or the Combined DS and Plan, as applicable. Copies of those documents and additional information about the Chapter 11 Cases can be accessed free of charge on the Case Information Website (https://dm.epiq11.com/case/ideanomics).

Combined DS and Plan in accordance with such procedures, (c) approved the forms of Ballots, Solicitation Package, and other related notices, (d) established certain dates and deadlines in connection with the solicitation and confirmation of the Combined DS and Plan, and (e) scheduled a Combined Hearing for the approval on a final basis and the confirmation of the Combined DS and Plan.

A. Voting Record Date

The "Voting Record Date," which is the record date for purposes of determining which Holders are entitled to receive Solicitation Packages and vote on the Combined DS and Plan, is **November 1, 2025**. Accordingly, only those Holders who held their Claims on the Voting Record Date shall be entitled to receive Solicitation Packages and vote on the Combined DS and Plan. With respect to any transferred Claim, the transferee will be entitled to receive a Solicitation Package and cast a Ballot on account of such transferred Claim only if (i) all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date (including the passage of any applicable objection period) or (ii) the transferee files, no later than the Voting Record Date, (a) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (b) a sworn statement of the transferor supporting the validity of the transfer.

B. Voting Deadline

In order to be counted as votes to accept or reject the Combined DS and Plan, all Ballots being cast must be properly executed, completed, and delivered in accordance with the Solicitation and Tabulation Procedures (and as set forth on the Ballot), so that the Ballots are actually received by the Claims and Solicitation Agent no later than **December 29, 2025, at 12:00 p.m. (ET) (prevailing Eastern Time)** (the "Voting Deadline"). The Debtors may extend the Voting Deadline in their sole discretion, including for only some Holders, without further order of the Court. ***Any Ballot delivered in an incomplete manner, after the Voting Deadline, or in a manner not expressly provided for on the Ballot may not be counted unless the Debtors waive any such defects or irregularities.***

C. Form, Content, and Manner o Notices

i. Classes

As further set forth in the Combined DS and Plan, there are six Classes:

Class	Claim	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)

Class	Claim	Status	Voting Rights
3	GUC Convenience Claims	Impaired	Entitled to Vote
4	General Unsecured Claims	Impaired	Entitled to Vote
5	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
6	Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Intercompany Interests	Impaired	Not Entitled to Vote (Deemed to Reject)]

ii. Materials for the Voting Classes

As soon as reasonably practical after entry of the Solicitation Order, the Debtors or the Claims and Solicitation Agent will send to each holder of a Claim in the Voting Classes a Solicitation Package in paper format or electronic format (*i.e.*, a USB drive) via first class U.S. mail to the extent a valid physical mailing address is known (recipients for whom the Debtors do not have a mail address may receive their Solicitation Packages by email to the extent possible). The Solicitation Package will include copies of the Voting Hearing Notice, the applicable Ballot, and any other documents and materials as the Court may direct or the Debtors may deem appropriate.

iii. Materials for Non-Voting Classes

As soon as reasonably practical after entry of the Solicitation Order, the Debtors or the Claims and Solicitation Agent will send to each holder of a Claim or interest in a Non-Voting Class a Non-Voting Combined Notice and, to holders of Claims in a Non-Voting Class, the opt-in form (the "Opt-In Form") in paper format via first class U.S. mail to the extent a valid physical mailing address is known (recipients for whom the Debtors do not have a mail address may receive their notices by email to the extent possible). For the avoidance of doubt, the holders of interests in Non-Voting Classes will only receive the Non-Voting Combined Notice and will not receive the Opt-In Form.

D. Voting Tabulation

The following tabulation procedures shall be used by the Debtors and the Claims and Solicitation Agent with respect to votes on the Combined DS and Plan and the tracking of elections to opt-in or opt-out, as applicable, of the releases set forth in Article XII.B of the Combined DS and Plan (the "Tabulation Procedures"), subject to the Debtors' right to waive (in

their sole discretion, but subject to applicable law (including any order of the Court)) any of the Tabulation Procedures:

(i) If a Claim is deemed allowed under the Combined DS and Plan, an order of the Court, or a stipulated agreement between the parties, such Claim shall be temporarily allowed solely for voting purposes in the deemed allowed amount set forth therein.

(ii) If a General Unsecured Claim for which no Proof of Claim has been timely and properly filed, and is listed on the Schedules as contingent, unliquidated, or disputed, or for 0.00, such Claim may be disallowed for voting purposes.

(iii) If a Claim for which a Proof of Claim has been timely and properly filed for unknown or undetermined amounts, or is wholly unliquidated or contingent (as determined on the face of the Proof of Claim or after a reasonable review of the supporting documentation by the Debtors or the Claims and Solicitation Agent), such Claim may be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at 1.00. Holders of Proofs of Claim filed for 0.00 are not entitled to vote.

(iv) Each Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the conversion rate for the applicable currency at prevailing market prices as of 8:00 a.m. (prevailing Eastern Time) on the Petition Date.

(v) If the Debtors or other party in interest have commenced an adversary proceeding, or served an objection or request for estimation as to a Claim at least ten calendar days before the Voting Deadline (such Claim, a "Disputed Claim"), such Claim shall be temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except to the extent and manner as set forth in such objection or any order of the Court in connection with such objection that does not sustain it in its entirety.

(vi) If the Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Combined DS and Plan.

(vii) If a holder identifies a Claim amount on its Ballot that is different than the amount otherwise calculated in accordance with the Tabulation Procedures, the Claim may be temporarily allowed for voting purposes amount calculated in accordance with the Tabulation Procedures.

(viii) Any holder who has filed or purchased duplicate Claims within the Voting Class shall be provided with only one Solicitation Package and one Ballot for voting a single Claim in such Class, regardless of whether the Debtors have objected to such duplicate Claim.

(ix) If a Proof of Claim has been amended by a later Proof of Claim that is timely and properly filed on or prior to the Voting Record Date, the later filed amending Claim shall be entitled to vote in a manner consistent with these Tabulation Procedures, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended Claim. Except as otherwise ordered by the Court, any amendments to Proofs of Claim after the Voting Record Date shall not be considered for purposes of these Tabulation Procedures.

(x) In the event that a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote on the Combined DS and Plan made by the transferor of such Claim as of the Voting Record Date.

(xi) Where any portion of a single Claim has been transferred to a transferee, all Holders of any portion of such single Claim shall be (a) treated as a single Holder for purposes of the numerosity requirements under section 1126(c) of the Bankruptcy Code (and for the other voting and solicitation procedures set forth herein) and (b) required to vote every portion of such Claim collectively to accept or reject the Combined DS and Plan.

(xii) In the event that a Ballot, a group of Ballots within the Voting Class received from a single holder, or a group of Ballots received from the various holders of multiple portions of a single Claim partially reject and partially accept the Combined DS and Plan, such Ballot or group of Ballots may not be counted.

(xiii) A vote related to a Claim that has been paid or otherwise satisfied in part shall only be counted for the amount that remains unpaid or not satisfied. A vote related to a Claim that has been paid or otherwise satisfied in its entirety may not be counted.

(xiv) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, absent the consent of the Debtors (in their sole discretion), separate Claims held by a single creditor in a particular Class shall be aggregated as if such holder held one Claim against the Debtor in such Class, and the votes related to such Claims shall be treated as a single vote to accept or reject the Combined DS and Plan. Similarly, holders may not split their vote within a Class; thus, (a) each holder shall be required to vote all of its Claims within the Class either to accept or reject the Combined DS and Plan and (b) Ballots submitted that purport to split a holder's votes respecting certain Claims may not be counted.

(xv) A holder of a Claim that may be asserted against multiple Debtors must vote all such Claims the same way; thus, (a) each holder shall be required to vote all of its Claims (regardless of the Debtors against which it holds its Claims) either to accept or reject the Combined DS and Plan and (b) Ballots submitted that purport to vote one way with respect to one Debtor and vote another way with respect to another Debtor may not be counted.

(xvi) Ballots or Opt-In Forms that are only sent directly to the Debtors or any of their advisors (other than the Claims and Solicitation Agent) may not be counted.

(xvii) Except as otherwise ordered by the Court, any Ballots received after the Voting Deadline may not be counted, absent the consent of the Debtors (in their sole discretion).

(xviii) Any Ballot that does not indicate an acceptance or rejection of the Combined DS and Plan, or that indicates both an acceptance and rejection of the Combined DS and Plan, may not be counted.

(xix) Any Ballot or Opt-In Form that is illegible or does not contain sufficient information to identify the Holder may not be counted.

(xx) Any Ballot cast by a Person or other Entity that does not hold a Claim that is entitled to vote on the Combined DS and Plan may not be counted.

(xxi) Any Ballot or Opt-In Form that is returned but is unsigned or does not contain an original signature may not be counted, even if such Ballot or Opt-In Form is otherwise complete. For the avoidance of doubt, Ballots and Opt-In Forms submitted electronically in accordance with the instructions set forth thereon shall be deemed to be executed with an original signature.

(xxii) Each Holder shall be deemed to have voted the full amount of its Claim as set forth on the Ballot.

(xxiii) If a Holder casts more than one Ballot regarding the same Claim prior to the Voting Deadline, only the latest-dated, properly completed, and otherwise valid Ballot timely received shall be deemed to reflect the holder's intent and, thus, shall supersede any prior Ballots.

(xxiv) If a holder casts simultaneous duplicative Ballots that are inconsistent, such Ballots may not be counted.

(xxv) Ballots or Opt-In Forms delivered by email, facsimile, or any other electronic means may not be counted; *provided, however*, that Ballots or Opt-In Forms submitted through the Claims and Solicitation Agent's electronic portals shall be counted.

(xxvi) The method of delivery of a holder's Ballot(s) or Opt-In Form(s) to the Claims and Solicitation Agent is at the risk of each holder, and such delivery shall be deemed made only when each Ballot or Opt-In Form is actually received by the Claims and Solicitation Agent.

(xxvii) If a Ballot or Opt-In Form is executed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity on behalf of a holder, such person shall be required to indicate such capacity when signing and, at the Debtors' and Claims

and Solicitation Agent's discretion, must submit proper evidence satisfactory to the Claims and Solicitation Agent to so act on behalf of the holder.

(xxviii) Ballots submitted in violation herewith may not be counted.

(xxix) Neither the Debtors nor any other Person or Entity shall be under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots or Opt-In Forms nor shall any of them incur any liabilities for failure to provide such notification, though they are authori ed (but not directed) to do so.

(xxx) The Debtors may waive any defects or irregularities as to any particular Ballot at any time and any such waivers shall be documented in a voting report filed with the Court.

(xxxi) Absent the consent of the Debtors (in their sole discretion) or an order of the Court, any defects or irregularities in connection with deliveries of Ballots or Opt-In Forms must be cured by the Voting Deadline or within such time as the Court determines, and unless consented by the Debtors (in their sole discretion) or otherwise ordered by the Court, delivery of such Ballots or Opt-In Forms may not be deemed to have been made until such irregularities have been cured or waived.

(xxxii) Absent the consent of the Debtors (in their sole discretion), any holder who has delivered a valid Ballot voting on the Combined DS and Plan may withdraw or modify such vote solely in accordance with Bankruptcy Rule 3018(a).

(xxxiii) If no votes to accept or reject the Combined DS and Plan are received with respect to a voting Class (other than any Class that is deemed eliminated under the Combined DS and Plan), such Class shall be deemed to have voted to accept the Combined DS and Plan.

(xxxiv) Any Class of Claims or Interests that does not have a holder of an Allowed Claim or Allowed Interest (even if only deemed temporarily Allowed pursuant hereto) may be deemed eliminated from the Plan for purposes of voting to accept or reject the Combined DS and Plan and for purposes of determining acceptance or rejection of the Combined DS and Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

(xxxv) Votes may be tabulated on a Debtor-by-Debtor basis.

E. Amendment to the Combined DS and Plan, the Exhibits to the Solicitation Order, and the Solicitation and Tabulation Procedures

The Debtors may, without further order of the Court, make non-substantive or immaterial changes to the Combined DS and Plan, the Solicitation Package, the Notice of Non-Voting Status, and related documents without further order of the Court, including changes to correct typographical and grammatical errors, and to make conforming changes among the Combined DS and Plan and related documents when, in the Debtors' reasonable discretion, doing so would

better facilitate the solicitation or confirmation process. Any other changes to the Combined DS and Plan shall be subject to Article XIII.F thereof.

Exhibit 2

Voting Combined Hearing Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
IDEX WIND DOWN, INC. f/k/a IDEANOMICS, INC., et al.,[1]	Case No. 24-12728 (CTG)
	(Jointly Administered)
Debtors.	**Re: Docket No. _____**

NOTICE OF PLAN CONFIRMATION, VOTING, AND OBJECTION DEADLINES

TO THE HOLDERS OF CLASS 3 AND CLASS 4 CLAIMS:

On [ ], 2025, the Court entered an order [Docket No. [ ]] (the "Solicitation Order")[2] that, among other things, (a) approved on an interim basis the Disclosure Statement contained in the *Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of IDEX Wind Down, Inc. f/k/a Ideanomics, Inc. and Certain of its Debtor Affiliates* (the "Combined DS and Plan"), as containing adequate information, in compliance with section 1125(a) of the Bankruptcy Code, for the purpose of soliciting votes on the Combined DS and Plan, (b) approved the Solicitation and Tabulation Procedures on a final basis and authori ed IDEX Wind Down, Inc., f/k/a Ideanomics, Inc. and the other debtors with the exception of Solectrac, Inc. (the "Debtors") to solicit votes to accept or reject the Combined DS and Plan in accordance with such procedures, (c) approved the forms of Ballot, Solicitation Package, and other related notices, (d) established certain dates and deadlines in connection with the solicitation and confirmation of the Combined DS and Plan, and (e) scheduled a Combined Hearing for the approval on a final basis and the confirmation of the Combined DS and Plan.

VOTING ON THE PLAN

You have been identified as a holder of a Claim in either Class 3 (GUC Convenience Claims) or Class 4 (General Unsecured Claims) as of November 1, 2025, and are entitled to vote on the Combined DS and Plan. Included with this notice is a copy of your Ballot.

In order to be counted as a vote to accept or reject the Combined DS and Plan, your Ballot must be properly executed, completed, and delivered in accordance with the Solicitation and Tabulation Procedures (and as set forth on the Ballot), so that the Ballot is actually received by the Claims and Solicitation Agent no later than **December 29, 2025, at 12:00 p.m. (prevailing Eastern Time) (the Voting Deadline).** ***Any Ballot delivered in an incomplete manner, after the Voting Deadline, or in a manner not expressly provided for on the Ballot may not be counted unless the Debtors waive any such defects or irregularities.***

[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: IDEX Wind Down, Inc. f/k/a Ideanomics, Inc. (8374); WAVE Wind Down, LLC f/k/a Wireless Advanced Vehicle Electrification, LLC (6793); Solectrac, Inc. (4653); Timios Holdings Corp. (0190); Justly Holdings Inc. (3657); Justly Markets Wind Down LLC f/k/a 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 217 W. 18th Street, PO Box 70, New York, NY 10113.

[2] Capitali ed terms used but not otherwise defined herein shall have the meanings ascribed to them in the Solicitation Order or the Combined DS and Plan, as applicable.

OBJECTIONS TO PLAN CONFIRMATION AND FINAL APPROVAL OF DISCLOSURE STATEMENT

The Court has established **December 29, 2025 at 4:00 p.m. (prevailing Eastern Time)** as the deadline for filing and serving objections to the final approval of the Disclosure Statement and confirmation of the Combined DS and Plan (the "Combined DS and Plan Objection Deadline"). Any objection to the Combined DS and Plan must be filed with the Court in accordance with the Solicitation and Tabulation Procedures and be served on (i) counsel to the Debtors, (1) Foley Lardner LLP, 500 Woodward Ave., Suite 2700, Detroit, MI 2700 (Attn: John A. Simon (jsimon@foley.com); Timothy Mohan (tmohan@foley.com)); and (2) Ashby Geddes, P.A., 500 Delaware Avenue, 8th Floor, P.O. Box 1150, Wilmington, DE 19899 (Attn: Ricardo Palacio (rpalacio@ashbygeddes.com); and Gregory A. Taylor (gtaylor@ashbygeddes.com)); (ii) counsel to the prepetition secured lender and DIP lender, Faegre Drinker Biddle Reath LLP, 600 Campus Drive, Florham Park, New Jersey 07932 (Attn: Frank Velocci (frank.velocci@faegredrinker.com)); and 1177 Avenue of the Americas, 41st Floor, New York, New York 10036 (Attn: Michael P. Pompeo (michael.pompeo@faegredrinker.com)); and (iii) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), 855 ing Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Jonathan W. Lipshie (jon.lipshie@usdoj.gov)).

COMBINED HEARING

A Combined Hearing on the final approval and confirmation of the Combined DS and Plan will commence on **January 8, 2026, at 10:00 a.m. (prevailing Eastern Time**) in the Court the Honorable Craig T. Goldblatt, United States Bankruptcy Judge, at the Court, 824 North Market Street, 3rd Floor, Courtroom 7, Wilmington, Delaware 19801.[3]

ACCESS TO DOCUMENTS

If you have any questions about this notice or any documents or materials that you received, or if you need a Solicitation Package or Opt-Out Form, either in electronic or print form, contact the Claims and Solicitation Agent via the "Submit Inquiry" link under Case Actions at https://dm.epiq11.com/case/ideanomics/inquiry or via telephone at (888) 884-3413 (toll-free in the U.S. and Canada) or (503) 242-1684 (international). **The Claims and Solicitation Agent cannot and ill not provide legal advice.**

Copies of this notice, the Solicitation Order, the Combined DS and Plan, and all other documents publicly filed in the Chapter 11 Cases can be obtained free of charge by visiting the Debtors' Case Information Website (https://dm.epiq11.com/case/ideanomics/info).

EXCULPATION, RELEASE, AND INJUNCTION PROVISIONS IN THE PLAN

Exculpation

No Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated rom any Claim, obligation, Cause o Action or liability orany Claim related to any act or omission occurring rom the Petition Date through the E ctive Date in connection ith or arising out o ,the administration o the Chapter 11 Cases, the entry into the Final DIP Order and the Sale Orders, the entry into the Liuidating Trust Agreement, the negotiation and pursuit o this Combined

[3] The Combined Hearing may be adjourned or continued from time to time by the Court or the Debtors by announcement of the adjournment or continuance at a hearing before the Court or by filing a notice on the Court's docket.

4 99-3 -2969.

DS and Plan, or the solicitation o votes or, or con rmation o , this Combined DS and Plan, the unding o this Combined DS and Plan, the consummation o this Combined DS and Plan, or the administration o this Combined DS and Plan or the property to be distributed under this Combined DS and Plan, and the issuance o securities or bene cial interests under or in connection ith this Combined DS and Plan or the transactions contemplated by the oregoing, except or ill ul misconduct, gross negligence, or intentional raud as inally determined by a Final Order, but in all respects such Exculpated Party shall be entitled to reasonably rely upon the advice o counsel ith respect to its duties and responsibilities pursuant to this Combined DS and Plan. The Exculpated Parties have participated in compliance ith the applicable provisions o the Bankruptcy Code ith regard to the solicitation and distribution o the securities pursuant to the Combined DS and Plan, and are not, and on account o such distributions shall not be, liable at any time orthe violation o any applicable la, rule or regulation governing the solicitation o acceptances or re ections o this Combined DS and Plan or such distributions made pursuant to this Combined DS and Plan. Notithstanding anything to the contrary in the oregoing or any other provision o the Combined DS and Plan, the oregoing provisions o this exculpation provision shall not operate to aive or release the rights o the Debtors or other parties in interest to en orce the Combined DS and Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection ith the Combined DS and Plan and Plan Supplement or assumed pursuant to the Combined DS and Plan or assumed pursuant to Final Order o the Bankruptcy Court.

Releases by the Debtors

Except as otherise provided herein, as o the E ective Date, or good and valuable consideration, including the obligations o the Debtors under this Combined DS and Plan and the contributions o the Released Parties to acilitate and implement this Combined DS and Plan, on and a ter the E ective Date, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, generally, individually, collectively, irrevocably, and orever released and discharged by the Debtors and their Estates, including any o their successors and assigns, and any and all other Entities ho may purport to assert any Causes o Action, directly or derivatively, by, through, or, or because o the Debtors or their Estates om any and all Causes o Action hatsoever, including any derivative claims, asserted or assertable on behal o the Debtors or their Estates, as applicable, hether knon or unknon, oreseen or un oreseen, matured or unmatured, existing or herea ter arising, contingent or noncontingent, in la, euity, contract, tort or otherise, that the Debtors or their Estates ould have been legally entitled to assert in their on right (hether individually or collectively) or on behal o the Holder o any Claim against, or Interest in, a Debtor, the Estates, or other Entity, based on or relating to, or in any manner arising om, in hole or in part, the Debtors, the Debtors in and out ecourt restructuring eorts, the Chapter 11 Cases, the Plan Documents, or any other instrument, contract, or document related to the oregoing, the sub ect matter o , or the transactions or events giving rise to, any Claim or Interest that is treated in this Combined DS and Plan, the business or contractual arrangements beteen any Debtor and any Released Party, the restructuring o Claims and Interests be ore or during the Chapter 11 Cases, the ormulation, preparation, dissemination, negotiation, ling, pursuit, perormance, administration, implementation, or consummation o the Chapter 11 Cases (including any payments, distributions or trans ers in connection thereith), the Plan Documents, or any other instrument, contract, or document related to the oregoing, or any other act or omission, transaction, agreement, event or other occurrence taking place on or be ore the E ective Date.

For the avoidance o doubt and notithstanding anything to the contrary in this Combined DS and Plan, the Con rmation Order, or any prior order o the Bankruptcy Court, the releases set oth

in this Article XII.A and Article XII.B do NOT release: (a) Claims or Causes o Action o the Debtors against (i) all proessionals, advisors, and attorneys advising the Debtors prior to the Petition Date other than those speci ically identi ied in (d) through (g) o the deinition o Released Party in Article I.A.101 o this Combined DS and Plan, (ii) any entity that directly or indirectly oned, held, or controlled any euity in the Debtors prior to the Petition Date (unless otherise provided herein), (iii) the Debtors current or ormer direct or indirect non Debtor subsidiaries, (iv) the liability o any Released Party that otherise ould result rom any act or omission to the extent that act or omission subseuently is determined in a Final Order to have constituted raud, gross negligence or illul misconduct, and (v) Solectrac, and; and (b) (i) any obligations o any party or Entity under the Combined DS and Plan or any document, instrument, or agreement (including those set orth in the Plan Supplement) executed to implement the Combined DS and Plan; (ii) any rights or obligations under the Sale Orders; (iii) any Causes o Action against any Entity that is not a Released Party; or (iv) any Causes o Action against any Entity solely to the extent (1) such Causes o Action are asserted as de enses to a rimative prepetition Claims asserted by such Entity against the Debtors Estates, and (2) such Claims have not been Alloed pursuant to a Final Order or expressly Alloed pursuant to this Combined DS and Plan.

Third Party Releases

Except as otherise provided in the Combined DS and Plan, as o the E ective Date and to the ullest extent authoried by applicable la, or good and valuable consideration, including the obligations o the Debtors under this Combined DS and Plan and the contributions o the Released Parties to acilitate and implement this Combined DS and Plan, each Releasing Party, conclusively, absolutely, unconditionally, generally, individually, collectively, irrevocably, and oreer releases and discharges the Released Parties rom any and all Causes o Action hatsoever (including any derivative claims purportedly asserted or assertable by any Releasing Party against any Released Party), hether knon or unknon, oreseen or un oreseen, matured or unmatured, existing or herea er arising, contingent or noncontingent, in la, euity, contract, tort or otherise, that such Releasing Party ould have been legally entitled to assert in its on right (hether individually or collectively) or on behal o the Holder o any Claim against, or Interest in, a Debtor, the Estates, or other Entity, based on or relating to, or in any manner arising rom, in hole or in part, the Debtors, the Debtors in and outocourt restructuring eorts, the Chapter 11 Cases, the Plan Documents or any other instrument, contract, or document related to the oregoing, the sub ect matter o ,or the transactions or events giving rise to, any Claim or Interest that is treated in this Combined DS and Plan, the business or contractual arrangements beteen any Debtor and any Released Party, the restructuring o Claims and Interests be ore or during the Chapter 11 Cases, the ormulation, preparation, dissemination, negotiation, iling, pursuit, perormance, administration, implementation, or consummation o the Chapter 11 Cases (including any payments, distributions or trans ers in connection thereith), the Plan Documents, or any other instrument, contract, or document related to the oregoing.

For the avoidance o doubt and notithstanding anything to the contrary in this Combined DS and Plan, the Con irmation Order, or any prior order o the Bankruptcy Court, the releases set orth in this Article XII.B do NOT release: (i) any obligations o any party or Entity under the Combined DS and Plan or any document, instrument, or agreement (including those set orth in the Plan Supplement) executed to implement the Combined DS and Plan, (ii) any rights or obligations under the Sale Orders, (iii) any Causes o Action against any Entity that is not a Released Party, and (iv) the liability o any Released Party that otherise ould result rom any act or omission to the extent that

act or omission subseuently is determined in a Final Order to have constituted nud, gross negligence or illul misconduct.

Inunction

Except as otherise provided in the Combined DS and Plan or the Con irmation Order, as o the Con irmation Date, but sub ct to the occurrence o the E ctive Date, all Entities ho have held, hold or may hold Causes o Action, Claims or Interests in the Debtors or the Estates that have been released or are sub ct to exculpation are, ith respect to any such Causes o Action, Claims or Interests, permanently en oined, rm and a r the E ctive Date, rm: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding o any kind (including any proceeding in a udicial, arbitral, administrative or other orum) against or a cting the Debtors, the Estates or any o their Assets, the Liuidating Trust, the Released Parties, the Exculpated Parties, or any direct or indirect trans ree o any property o , or direct or indirect successor in interest to any o the oregoing Entities or any property o any such trans ree or successor; (ii) en oring, levying, attaching (including any preudgment attachment), collecting or otherise recovering by any manner or means, hether directly or indirectly, any udgment, aard, decree or order against the Debtors, the Estates or any o their Assets, the Liuidating Trust, the Released Parties, the Exculpated Parties or any direct or indirect trans ree o any property o , or direct or indirect successor in interest to, any o the oregoing Entities, or any property o any such trans ree or successor; (iii) creating, perecting or otherise en oring in any manner, directly or indirectly, any encumbrance o any kind against the Debtors, the Estates or any o their Assets, the Liuidating Trust, the Released Parties, the Exculpated Parties, or any direct or indirect trans ree o any property o , or direct or indirect successor in interest to, any o the oregoing Entities, or any property o any such trans ree or successor; (iv) commencing or continuing in any manner or in any place, any suit, action or other proceeding on account o or respecting any Claim, demand, liability, obligation, debt, right, Cause o Action, interest or remedy released or to be released pursuant to the Combined DS and Plan or the Con irmation Order, including the releases and exculpations provided under Article XII.A, Article XII.B and Article XII.C o the Combined DS and Plan; (v) acting or proceeding in any manner, in any place hatsoever, that does not conorm to or comply ith the provisions o this Combined DS and Plan to the ullest extent permitted by applicable la; and (vi) commencing or continuing, in any manner or in any place, any action that does not comply ith or is inconsistent ith the provisions o this Combined DS and Plan; *provided*, that the Debtors shall receive the bene t o this paragraph through and until the date upon hich all Liuidating Trust Assets vest in the Liuidating Trust; *provided*, urther, *however*, that nothing contained herein shall preclude such persons rm exercising their rights pursuant to and consistent ith the terms o this Combined DS and Plan. Each Holder o an Alloed Claim or Alloed Interest shall be deemed to have speciically consented to the inunctions set orth herein. For the avoidance o doubt, the oregoing provisions o this Section shall not operate to aive or release the rights o the Debtors, the Liuidating Trustee, or other parties in interest to en orce the Combined DS and Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection ith the Combined DS and Plan and Plan Supplement or assumed pursuant to the Combined DS and Plan or assumed pursuant to Final Order o the Bankruptcy Court.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE COMBINED DS AND PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

4 99-3 -2969.

ALL HOLDERS OF VOTING CLAIMS THAT DO NOT TIMELY AND PROPERLY ELECT TO OPT OUT OF THE THIRD PARTY RELEASES CONTAINED IN ARTICLE XII OF THE COMBINED DS AND PLAN, BY CHECKING THE OPT OUT BOX ON A BALLOT OR OPT OUT FORM DISTRIBUTED BY THE DEBTORS OR FILING AN OBJECTION TO SUCH RELEASES, WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BE ADVISED THAT YOUR RECOVERY UNDER THE COMBINED DS AND PLAN WOULD BE THE SAME REGARDLESS OF WHETHER YOU OPT OUT OF THE THIRDPARTY RELEASES UNDER ARTICLE XII OF THE COMBINED DS AND PLAN.

Dated: November [], 2025
Wilmington, Delaware

ASHBY GEDDES, P.A.

/s/ Draft

Ricardo Palacio (DE Bar No. 3765)
Gregory A. Taylor (DE Bar No. 4008)
500 Delaware Avenue, 8th Floor
P.O. Box 1150
Wilmington, DE 19899
Tel: (302) 654-1888
Fax: (302) 654-2067
Email: rpalacio@ashbygeddes.com
gtaylor@ashbygeddes.com

- and -

FOLEY LARDNER LLP
John A. Simon (admitted *pro hac vice*)
Jake W. Gordon (admitted *pro hac vice*)
500 Woodward Ave., Suite 2700
Detroit, MI 48226-3489
Telephone: (313) 234-7100
Facsimile: (313) 234-2800
Email: jsimon@foley.com
Jake.gordon@foley.com

- and -

Timothy C. Mohan (admitted *pro hac vice*)
1144 15th Street, Suite 2200
Denver, CO 80202
Telephone: (720) 437-2000
Facsimile: (720) 437-2200
Email: tmohan@foley.com

Co-Counsel to the Debtors and
Debtors in Possession

4 99-3 -2969.

Exhibit 3 A

Ballot or Class 3 GUC Convenience Claims

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
IDEX WIND DOWN, INC. f/k/a IDEANOMICS, INC., et al.,[1]	Case No. 24-12728 (CTG)
	(Jointly Administered)
Debtors.	**Re: Docket No. _____**

BALLOT FOR VOTING TO ACCEPT OR REJECT THE CHAPTER 11 PLAN OF LI UIDATION OF IDEANOMICS, INC. AND CERTAIN OF ITS DEBTOR AFFILIATES FOR HOLDERS OF CLASS 3 CLAIMS

READ AND FOLLOW THE ENCLOSED INSTRUCTIONS AND THE INSTRUCTIONS CONTAINED IN THE SOLICITATION AND TABULATION PROCEDURES CAREFULLY BEFORE COMPLETING THIS BALLOT OR SUBMITTING AN E BALLOT.

HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOT VIA THE E BALLOT PORTAL.

Be ore you complete this Ballot or submit an E Ballot, you should revie the *Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of IDEX Wind Down, Inc. f/k/a Ideanomics, Inc. and Certain of its Debtor Affiliates* Docket No. (the Combined DS and Plan).

Your Claim has been designated as a GUC Convenience Claim (Class 3) under the Combined DS and Plan. **You may ish to seek independent legal advice concerning the Combined DS and Plan and the classi ication and treatment o your Class 3 GUC Convenience Claims thereunder. No Person or other Entity has been authori ed to give any in ormation or advice, or to make any representation, other than hat is included in the Combined DS and Plan accompanying this Ballot.**

Only Holders o Class 3 GUC Convenience Claims may submit this Ballot. You are receiving this Ballot because the IDEX Wind Down, Inc., f/k/a Ideanomics, Inc. and the other debtors with the exception of Solectrac, Inc. (the "Debtors") believe that you are a holder of a

[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: IDEX Wind Down, Inc. f/k/a Ideanomics, Inc. (8374); WAVE Wind Down, LLC f/k/a Wireless Advanced Vehicle Electrification, LLC (6793); Solectrac, Inc. (4653); Timios Holdings Corp. (0190); Justly Holdings Inc. (3657); Justly Markets Wind Down LLC f/k/a 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 217 W. 18th Street, PO Box 70, New York, NY 10113.

Class 3 GUC Convenience Claim as of November 1, 2025 and, therefore, would have a right to cast a vote with respect to such Claim to accept or reject the Combined DS and Plan.

Your rights are described in the Combined DS and Plan, which is free of charge by visiting the Debtors' Case Information Website (https://dm.epiq11.com/case/ideanomics).

If you have any questions about how to access any documents filed in these Chapter 11 Cases, or how to fill out and submit your Ballot, contact the Claims and Solicitation Agent at https://dm.epiq11.com/case/ideanomics or via telephone at (888) 884-3413 (toll-free in the U.S. and Canada) or (503) 242-1684 (international). **The Claims and Solicitation Agent cannot and ill not provide legal advice. DO NOT DIRECT ANY INUIRIES TO THE COURT.**

This Ballot is solely for the purpose of casting votes to accept or reject the Combined DS and Plan and making certain certifications with respect to the Combined DS and Plan, and not for the purpose of allowance or disallowance of, or distribution on account of, Class 3 GUC Convenience Claims. All rights of the Debtors to dispute your Claim are fully and expressly reserved. If you believe that you have received this Ballot in error, or if you believe that you have received the wrong Ballot, contact the Claims and Solicitation Agent ***immediatel*** at the telephone number or email address set forth above.

The Combined DS and Plan will be accepted by Class 3 if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in Class 3 that actually vote on the Combined DS and Plan. If the Combined DS and Plan is confirmed by the Court, all holders of Claims against and Interests in the Debtors (including those Holders who abstain from voting or vote to reject the Combined DS and Plan, and those Holders who are not entitled to vote on the Combined DS and Plan) will be bound by the confirmed Combined DS and Plan and the transactions contemplated thereby.

If the Debtors revoke or withdraw the Combined DS and Plan, the Confirmation Order is not entered, or consummation of the Combined DS and Plan does not occur, submitted Ballots shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

VOTING INSTRUCTIONS FOR COMPLETING THE BALLOT FOR HOLDERS OF GUC CONVENIENCE CLAIMS (CLASS 3)

THE VOTING DEADLINE TO ACCEPT OR REJECT THE COMBINED DS AND PLAN IS DECEMBER 29, 2025 AT 12:00 P.M. (PREVAILING EASTERN TIME).

ABSENT THE WRITTEN CONSENT OF THE DEBTORS, ALL BALLOTS MUST BE PROPERLY COMPLETED, EXECUTED, AND DELIVERED ACCORDING TO THE VOTING INSTRUCTIONS HEREIN AND THE SOLICITATION AND TABULATION PROCEDURES, SO THAT THE BALLOTS ARE ACTUALLY RECEIVED BY THE CLAIMS AND SOLICITATION AGENT NO LATER THAN THE VOTING DEADLINE.

You may submit a Ballot ith your vote via *one* o the olloing methods:

You can vote electronically by visiting the case in ormation ebsite maintained by the Claims and Solicitation Agent (https:dm.epi11.comcaseideanomics) clicking on the E Ballot link under the Case Action section, and doing the prompts and directions.

IMPORTANT NOTE: You ill need the doing inormation to retrieve and submit your customied electronic Ballot:

Uniue E Ballot ID : _____

Each EBallot ID is to be used solely or voting only the Class 3 GUC Convenience Claim described in Item 1 o your Ballot. Complete and submit an electronic Ballot or each E Ballot ID you receive, as applicable. Holders ho cast a Ballot using the online portal should NOT also submit a paper Ballot. The E Ballot portal is the only approved method to submit Ballots electronically, and Holders o Class 3 GUC Convenience Claims entitled to vote on the Combined DS and Plan are strongly encouraged to submit their Ballots via the E Ballot portal. Ballots delivered by email, acsimile, or any other electronic means may not be counted.

I you choose to vote via this paper Ballot, you must deliver, prior to the Voting Deadline, an original, completed, and executed Ballot to the Solicitation Agent as ollo s:

Via First Class Mail:

IDEX Wind Down, Inc.
c/o Epiq Ballot Processing
P.O. Box 4422
Beaverton, OR 97076-4422

Via Overnight or Hand Delivery:

IDEX Wind Down, Inc.
c/o Epiq Ballot Processing
10300 SW Allen Blvd.
Beaverton, OR 97005

1. Item 1 has been prepopulated by the Claims and Solicitation Agent with the principal amount held by each Holder of Class 3 GUC Convenience Claims (or their transferee) as of the Voting Record Date. The amount set forth in Item 1 is for voting purposes only, subject to the Solicitation and Tabulation Procedures.

2. If neither the "accept" nor "reject" box is checked in Item 2, both boxes in Item 2 are checked, or the Ballot is otherwise not properly completed or executed or timely returned, then the Ballot may not be counted in determining acceptance or rejection of the Combined DS and Plan.

3. You must vote all of your Claims either to accept or reject the Combined DS and Plan; you may not split your votes. Accordingly, if you return more than one Ballot voting

different or inconsistent Class 3 GUC Convenience Claims, the Ballots are not voted in the same manner, and if you do not correct this before the Voting Deadline, those Ballots may not be counted. Ballots from a Holder that attempts to partially accept and partially reject the Combined DS and Plan may likewise not be counted and Ballots from a Holder that purports to vote to accept the Combined DS and Plan with respect to one Debtor but votes to reject the Combined DS and Plan with respect to another Debtor may not be counted; in each case, even if such Ballots are otherwise properly completed and executed and timely returned.

4. If you are completing this Ballot on behalf of another Person or other Entity, (a) indicate your relationship with such Person or other Entity and the capacity in which you are signing and (b) if requested by the Debtors or the Claims and Solicitation Agent, submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authori ing you to so act).

5. Review the acknowledgements and certifications contained in Item 4 and provide all of the information requested therein.

6. In accordance with the Solicitation and Tabulation Procedures, any Ballot that is illegible, contains insufficient information to identify the Holder or is otherwise incomplete, **or is unsigned** may not be counted.

7. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, only the latest-dated, properly completed and executed, and otherwise valid Ballot timely received will be deemed to reflect the voter's intent and, thus, will supersede any prior valid Ballots.

ENSURE ITEMS 1, 2, AND 4 ARE COMPLETE IN THEIR ENTIRETY; ITEM 3 IS <u>OPTIONAL</u> BUT SHOULD BE REVIEWED IN ITS ENTIRETY:

Item 1. Amount o Claim. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder (or authori ed signatory for a Holder) of one or more Claims against the below Debtor:

Principal Aggregate Amount of Claim(s):
Debtor:

Item 2. Vote on the Combined DS and Plan. Below, vote either to accept or reject the Combined DS and Plan with respect to your Claim(s). Any Ballot not marked either to accept or reject the Combined DS and Plan or marked both to accept and reject the Combined DS and Plan, may not be counted in determining acceptance or rejection of the Combined DS and Plan.

The Holder of the Class 3 GUC Convenience Claim(s) set forth in Item 1 hereby votes to:

Check <u>one</u> box:

☐ **Accept** (vote FOR) the Combined DS and Plan.

OR

☐ **Re ect** (vote AGAINST) the Combined DS and Plan.

Item 3. Important In ormation Regarding Exculpations, Releases, and In unctions; Optional Election to Opt Out o Third Party Releases.

Be advised that Article XII of the Combined DS and Plan contains exculpation, release, and injunction provisions as described in the Voting Combined Notice served with this Ballot. **PLEASE CONSULT THE COMBINED DS AND PLAN AND OR THE VOTING COMBINED NOTICE AND CAREFULLY REVIEW THE EXCULPATION, RELEASE, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED**.

AS A HOLDER OF A CLAIM UNDER THE COMBINED DS AND PLAN, YOU ARE DEEMED TO CONSENT TO THE THIRD PARTY RELEASES IF THE COURT CONFIRMS THE COMBINED DS AND PLAN. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THE THIRD PARTY RELEASE PROVISIONS SET FORTH IN ARTICLE XII OF THE COMBINED DS AND PLAN AND SUBMIT YOUR BALLOT NO LATER THAN DECEMBER 29, 2025 AT 12:00 P.M. (PREVAILING EASTERN TIME). IF YOU (A) VOTE TO ACCEPT OR REJECT THE COMBINED DS AND PLAN BUT DO NOT OPT OUT OF THE THIRD PARTY RELEASE PROVISIONS SET FORTH IN ARTICLE XII OF THE COMBINED DS AND PLAN, (B) ABSTAIN FROM VOTING ON THE COMBINED DS AND PLAN AND DO NOT OPT OUT OF THE THIRD PARTY RELEASE PROVISIONS SET FORTH IN ARTICLE XII OF THE COMBINED DS AND PLAN, OR (C) DO NOT TIMELY OBJECT TO THE THIRD PARTY RELEASE PROVISIONS SET FORTH IN ARTICLE XII OF THE COMBINED DS AND PLAN, YOU WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY AND COLLECTIVELY CONSENTED TO THE RELEASE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE RELEASED PARTIES. YOUR RECOVERY UNDER THE COMBINED DS AND PLAN WILL BE THE SAME IF YOU OPT OUT. ELECTION TO WITHHOLD CONSENT IS AT YOUR OPTION.

The undersigned Holder of the Class 3 GUC Convenience Claim(s) set forth in Item 1 hereby elects to:

☐ Opt out of the third-party releases contained in Article XII of the Combined DS and Plan.

Item 4. Ackno ledgements and Certi ication. By signing this Ballot, the undersigned acknowledges and certifies the following: (a) it has received the Solicitation Package (including the Combined DS and Plan); (b) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Combined DS and Plan, the Solicitation Order, and the Solicitation and Tabulation Procedures; (c) the receipt or submission of this Ballot shall not constitute or be deemed a Proof of Claim, an assertion of a Claim, or the allowance of a Claim; (d) the Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Combined DS and Plan or opt out of the Combined DS and Plan's third-party releases; (e) it has the power and authority to vote to accept or reject the Combined DS and Plan and exercise elections with respect thereto; (f) it was the Holder of the Claim(s) described in Item 1 as of the Voting Record Date (or is entitled to vote on behalf of such Holder); and (g) all authority conferred, or agreed to be conferred, pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Print or type name of Holder: _____

Signature: _____

Name of signatory (if different than Holder): _____

If by authori ed agent, title of agent: _____

Street address: _____

City, state, and ip code: _____

Telephone number: _____

Email address: _____

Date completed: _____

Exhibit 3 B

Ballot or Class 4 General Unsecured Claims

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
IDEX WIND DOWN, INC. f/k/a IDEANOMICS, INC., et al.,[1]	Case No. 24-12728 (CTG)
	(Jointly Administered)
Debtors.	**Re: Docket No. _____**

BALLOT FOR VOTING TO ACCEPT OR REJECT THE CHAPTER 11 PLAN OF LI UIDATION OF IDEANOMICS, INC. AND CERTAIN OF ITS DEBTOR AFFILIATES FOR HOLDERS OF CLASS 4 CLAIMS

READ AND FOLLOW THE ENCLOSED INSTRUCTIONS AND THE INSTRUCTIONS CONTAINED IN THE SOLICITATION AND TABULATION PROCEDURES CAREFULLY BEFORE COMPLETING THIS BALLOT OR SUBMITTING AN E BALLOT.

HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE COMBINED DS AND PLAN ARE STRONGLY ENCOURAGED TO SUBMIT THEIR BALLOT VIA THE E BALLOT PORTAL.

Be ore you complete this Ballot or submit an E Ballot, you should revie the *Amended Combined Disclosure Statement and Chapter 11 Plan of Liquidation of IDEX Wind Down, Inc. f/k/a Ideanomics, Inc. and Certain of its Debtor Affiliates* Docket No. (the Combined DS and Plan).

Your Claim has been designated as a General Unsecured Claim (Class 4) under the Combined DS and Plan. **You may ish to seek independent legal advice concerning the Combined DS and Plan and the classi ication and treatment o your Class 4 General Unsecured Claim thereunder. No Person or other Entity has been authori ed to give any in ormation or advice, or to make any representation, other than hat is included in the Combined DS and Plan accompanying this Ballot.**

Only Holders o Class 4 General Unsecured Claims may submit this Ballot. You are receiving this Ballot because IDEX Wind Down, Inc., f/k/a Ideanomics, Inc. and the other debtors with the exception of Solectrac, Inc. (the "Debtors") believe that you are a holder of a

[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: IDEX Wind Down, Inc. f/k/a Ideanomics, Inc. (8374); WAVE Wind Down, LLC f/k/a Wireless Advanced Vehicle Electrification, LLC (6793); Solectrac, Inc. (4653); Timios Holdings Corp. (0190); Justly Holdings Inc. (3657); Justly Markets Wind Down LLC f/k/a 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 217 W. 18th Street, PO Box 70, New York, NY 10113.

Class 4 General Unsecured Claims as of November 1, 2025 and, therefore, would have a right to cast a vote with respect to such Claim to accept or reject the Combined DS and Plan.

Your rights are described in the Combined DS and Plan, which is free of charge by visiting the Debtors' Case Information Website (https://dm.epiq11.com/case/ideanomics).

If you have any questions about how to access any documents filed in these Chapter 11 Cases, or how to fill out and submit your Ballot, contact the Claims and Solicitation Agent at https://dm.epiq11.com/case/ideanomics or via telephone at (888) 884-3413 (toll-free in the U.S. and Canada) or (503) 242-1684 (international). **The Claims and Solicitation Agent cannot and ill not provide legal advice. DO NOT DIRECT ANY INUIRIES TO THE COURT.**

This Ballot is solely for the purpose of casting votes to accept or reject the Combined DS and Plan and making certain certifications with respect to the Combined DS and Plan, and not for the purpose of allowance or disallowance of, or distribution on account of, Class 4 General Unsecured Claims. All rights of the Debtors to dispute your Claim are fully and expressly reserved. If you believe that you have received this Ballot in error, or if you believe that you have received the wrong Ballot, contact the Claims and Solicitation Agent ***immediatel*** at the telephone number or email address set forth above.

The Combined DS and Plan will be accepted by Class 4 if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in Class 4 that actually vote on the Combined DS and Plan. If the Combined DS and Plan is confirmed by the Court, all holders of Claims against and Interests in the Debtors (including those Holders who abstain from voting or vote to reject the Combined DS and Plan, and those Holders who are not entitled to vote on the Combined DS and Plan) will be bound by the confirmed Combined DS and Plan and the transactions contemplated thereby.

If the Debtors revoke or withdraw the Combined DS and Plan, the Confirmation Order is not entered, or consummation of the Combined DS and Plan does not occur, submitted Ballots shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

INSTRUCTIONS FOR COMPLETING THE BALLOT FOR HOLDERS OF GENERAL UNSECURED CLAIMS (CLASS 4)

THE VOTING DEADLINE TO ACCEPT OR REJECT THE COMBINED DS AND PLAN IS DECEMBER 29, 2025 AT 12:00 P.M. (PREVAILING EASTERN TIME).

ABSENT THE WRITTEN CONSENT OF THE DEBTORS, ALL BALLOTS MUST BE PROPERLY COMPLETED, EXECUTED, AND DELIVERED ACCORDING TO THE VOTING INSTRUCTIONS HEREIN AND THE SOLICITATION AND TABULATION PROCEDURES, SO THAT THE BALLOTS ARE ACTUALLY RECEIVED BY THE CLAIMS AND SOLICITATION AGENT NO LATER THAN THE VOTING DEADLINE.

You may submit a Ballot ith your vote via *one* o the olloing methods:

You can vote electronically by visiting the case information website maintained by the Claims and Solicitation Agent (https://dm.epiq11.com/case/ideanomics) clicking on the "E Ballot" link under the Case Action Section, and following the prompts and directions.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID: _____

Each E-Ballot ID is to be used solely for voting only the Class 4 General Unsecured Claims described in Item 1 of your Ballot. Complete and submit an electronic Ballot for each E-Ballot ID and PIN you receive, as applicable. Holders who cast a Ballot using the online portal should NOT also submit a paper Ballot. The E-Ballot portal is the only approved method to submit Ballots electronically, and Holders of Class 4 General Unsecured Claims entitled to vote on the Combined DS and Plan are strongly encouraged to submit their Ballots via the E-Ballot portal. Ballots delivered by email, facsimile, or any other electronic means may not be counted.

If you choose to vote via this paper Ballot, you must deliver, prior to the Voting Deadline, an original, completed, and executed Ballot to the Solicitation Agent as follows:

Via First Class Mail:

IDEX Wind Down, Inc.
c/o Epiq Ballot Processing
P.O. Box 4422
Beaverton, OR 97076-4422

Via Overnight or Hand Delivery:

IDEX Wind Down, Inc.
c/o Epiq Ballot Processing
10300 SW Allen Blvd.
Beaverton, OR 97005

1. Item 1 has been prepopulated by the Claims and Solicitation Agent with the principal amount held by each Holder of Class 4 General Unsecured Claims (or their transferee) as of the Voting Record Date. The amount set forth in Item 1 is for voting purposes only, subject to the Solicitation and Tabulation Procedures.

2. If neither the "accept" nor "reject" box is checked in Item 2, both boxes in Item 2 are checked, or the Ballot is otherwise not properly completed or executed or timely returned, then the Ballot may not be counted in determining acceptance or rejection of the Combined DS and Plan.

3. You must vote all of your Claims either to accept or reject the Combined DS and Plan; you may not split your votes. Accordingly, if you return more than one Ballot voting

different or inconsistent Class 4 General Unsecured Claims the Ballots are not voted in the same manner, and if you do not correct this before the Voting Deadline, those Ballots may not be counted. Ballots from a Holder that attempts to partially accept and partially reject the Combined DS and Plan may likewise not be counted and Ballots from a Holder that purports to vote to accept the Plan with respect to one Debtor but votes to reject the Combined DS and Plan with respect to another Debtor may not be counted; in each case, even if such Ballots are otherwise properly completed and executed and timely returned.

4. If you are completing this Ballot on behalf of another Person or other Entity, (a) indicate your relationship with such Person or other Entity and the capacity in which you are signing and (b) if requested by the Debtors or the Claims and Solicitation Agent, submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authori ing you to so act).

5. Review the acknowledgements and certifications contained in Item 4 and provide all of the information requested therein.

6. In accordance with the Solicitation and Tabulation Procedures, any Ballot that is illegible, contains insufficient information to identify the Holder or is otherwise incomplete, **or is unsigned** may not be counted.

7. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, only the latest-dated, properly completed and executed, and otherwise valid Ballot timely received will be deemed to reflect the voter's intent and, thus, will supersede any prior valid Ballots.

ENSURE ITEMS 1, 2 AND 5 ARE COMPLETE IN THEIR ENTIRETY; EACH OF ITEMS 3 AND 4 ARE <u>OPTIONAL</u> BUT SHOULD BE REVIEWED IN THEIR ENTIRETY; AS A HOLDER OF A CLASS 4 GENERAL UNSECURED CLAIM, YOU MAY EXERCISE THE GUC CONVENIENCE CLAIM ELECTION IN ITEM 4:

Item 1. Amount o Claim. The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder (or authori ed signatory for a Holder) of one or more Claims against the below Debtor.

Principal Aggregate Amount of General Unsecured Claim(s):
Debtor:

Item 2. Vote on the Plan. Below, vote either to accept or reject the Combined DS and Plan with respect to your Claim(s). Any Ballot not marked either to accept or reject the Combined DS and Plan, or marked both to accept and reject the Combined DS and Plan, may not be counted in determining acceptance or rejection of the Combined DS and Plan.

The Holder of the Class 4 General Unsecured Claim(s) set forth in Item 1 hereby votes to:

Check <u>one</u> box:

☐ **Accept** (vote FOR) the Combined DS and Plan.

OR

☐ **Re ect** (vote AGAINST) the Combined DS and Plan.

Item 3. Important In ormation Regarding Exculpations, Releases, and In unctions; Optional Election to Opt Out o Third Party Releases.

Be advised that Article XII of the Combined DS and Plan contains exculpation, release, and injunction provisions as described in the Voting Combined Notice served with this Ballot. **PLEASE CONSULT THE COMBINED DS AND PLAN AND OR THE VOTING COMBINED NOTICE AND CAREFULLY REVIEW THE EXCULPATION, RELEASE, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED**.

AS A HOLDER OF A CLAIM UNDER THE COMBINED DS AND PLAN, YOU ARE DEEMED TO CONSENT TO THE THIRD PARTY RELEASES IF THE COURT CONFIRMS THE COMBINED DS AND PLAN. YOU MAY CHECK THE BOX BELOW TO OPT OUT OF THE THIRD PARTY RELEASE PROVISIONS SET FORTH IN ARTICLE XII OF THE COMBINED DS AND PLAN AND SUBMIT YOUR BALLOT NO LATER THAN DECEMBER 29, 2025 AT 12:00 P.M. (PREVAILING EASTERN TIME). IF YOU (A) VOTE TO ACCEPT OR REJECT THE COMBINED DS AND PLAN BUT DO NOT OPT OUT OF THE THIRD PARTY RELEASE PROVISIONS SET FORTH IN ARTICLE XII OF THE COMBINED DS AND PLAN, (B) ABSTAIN FROM VOTING ON THE COMBINED DS AND PLAN AND DO NOT OPT OUT OF THE THIRD PARTY RELEASE PROVISIONS SET FORTH IN ARTICLE XII OF THE COMBINED DS AND PLAN, OR (C) DO NOT TIMELY OBJECT TO THE THIRD PARTY RELEASE PROVISIONS SET FORTH IN ARTICLE XII OF THE COMBINED DS AND PLAN, YOU WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY AND COLLECTIVELY CONSENTED TO THE RELEASE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE RELEASED PARTIES. YOUR RECOVERY UNDER THE COMBINED DS AND PLAN WILL BE THE SAME IF YOU OPT OUT. ELECTION TO WITHHOLD CONSENT IS AT YOUR OPTION.

The undersigned Holder of the Class 4 General Unsecured Claim(s) set forth in Item 1 hereby elects to:

☐ Opt out of the third-party releases contained in Article XII of the Combined DS and Plan.

Item 4. GUC Convenience Claim Election. As a Holder of a Class 4 General Unsecured Claim, you may elect, by completing this Item 4, to opt into the treatment provided for Holders of Class 3 GUC Convenience Class Claims. GUC Convenience Claims are defined as a General Unsecured Claim in the amount of 20,000 or less, or a General Unsecured Claim that is reduced to 20,000 at the election of the Holder of the General Unsecured Claim.

Holders of Class 3 GUC Convenience Class Claims are proposed to receive the following treatment under the Combined DS and Plan:

> On the Plan Distribution Date, except to the extent that a Holder of an Allowed GUC Convenience Claim and the Debtors (prior to the Effective Date) or the Liquidating Trust (after the Effective Date) agrees to less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Claim, each Holder of an Allowed GUC Convenience Claim shall receive a payment in Cash in the amount of ten percent (10) of the Allowed amount of such GUC Convenience Claim. In the event the Court does not approve this treatment for GUC Convenience Claims, then all GUC Convenience Claims shall be considered General Unsecured Claims and will receive the treatment for such Claims under Class 4 General Unsecured Claims set forth in this Combined DS and Plan.

Combined DS and Plan, Art. VI.B.3.

IF YOU MAKE THE GUC CONVENIENCE CLAIM ELECTION, YOU IRREVOCABLY WAIVE AND RELEASE ALL CLAIM AMOUNTS IN EXCESS OF 20,000 AND REDUCE YOUR CLAIM TO 20,000. IN THE EVENT A HOLDER TIMELY MAKES SUCH A GUC CONVENIENCE CLAIM ELECTION, ITS GENERAL UNSECURED CLAIM SHALL BE TREATED AS A GUC CONVENIENCE CLAIM IN THE LESSER AMOUNT OF (A) 20,000, OR (B) THE ALLOWED AMOUNT OF THE CLAIM. HOLDERS OF ALLOWED GUC CONVENIENCE CLAIMS SHALL RECEIVE DISTRIBUTIONS AS SET FORTH IN THE PLAN.

The undersigned Holder of the Class 4 General Unsecured Claim set forth in Item 1 hereby:

☐ **Accepts** (votes FOR) the Combined DS and Plan and exercises the GUC Convenience Claim Election to have your Class 4 General Unsecured Claim to be reduced to the amount of 20,000 and be treated as a Class 3 GUC Convenience Claim.

Item 5. Ackno ledgements and Certi ication. By signing this Ballot, the undersigned acknowledges and certifies the following: (a) it has received the Solicitation Package (including the Combined DS and Plan); (b) the Debtors' solicitation of votes is subject to all terms and conditions set forth in the Combined DS and Plan, the Solicitation Order, and the Solicitation and Tabulation Procedures; (c) the receipt or submission of this Ballot shall not constitute or be

deemed a Proof of Claim, an assertion of a Claim, or the allowance of a Claim; (d) the Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Combined DS and Plan or opt out of the Combined DS and Plan's third-party releases; (e) it has the power and authority to vote to accept or reject the Combined DS and Plan and exercise elections with respect thereto; (f) it was the Holder of the Claim(s) described in Item 1 as of the Voting Record Date (or is entitled to vote on behalf of such Holder); and (g) all authority conferred, or agreed to be conferred, pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Print or type name of Holder: _____

Signature: _____

Name of signatory (if different than Holder): _____

If by authori ed agent, title of agent: _____

Street address: _____

City, state, and ip code: _____

Telephone number: _____

Email address: _____

Date completed: _____

Exhibit 4 A

Classes 1, 2, and 5 Non Voting Combined Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: IDEX WIND DOWN, INC. f/k/a IDEANOMICS, INC., et al.,[1] Debtors.	Chapter 11 Case No. 24-12728 (CTG) (Jointly Administered) **Re: Docket No. _____**

NOTICE OF PLAN CONFIRMATION,
RELATED DEADLINES, AND NON VOTING STATUS

On [ ], 2025, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. [ ]] (the "Solicitation Order") that, among other things, (a) approved on an interim basis the Disclosure Statement contained in the *Combined Disclosure Statement and Chapter 11 Plan of Liquidation of IDEX Wind Down, Inc. f/k/a Ideanomics, Inc. and Certain of its Debtor Affiliates* (the "Combined DS and Plan"),[2] as containing adequate information, in compliance with section 1125(a) of the Bankruptcy Code, for the purpose of soliciting votes on the Combined DS and Plan, (b) approved the Solicitation and Tabulation Procedures on a final basis and authori ed IDEX Wind Down, Inc., f/k/a Ideanomics, Inc. and the other debtors with the exception of Solectrac, Inc. (the "Debtors") to solicit votes to accept or reject the Combined DS and Plan in accordance with such procedures, (c) approved the forms of Ballots, Solicitation Package, and other related notices, (d) established certain dates and deadlines in connection with the solicitation and confirmation of the Combined DS and Plan, and (e) scheduled a Combined Hearing for the approval of the Combined DS and Plan on a final basis and the confirmation of the Combined DS and Plan.

UNDER THE TERMS OF THE COMBINED DS AND PLAN, YOUR CLAIM(S) AGAINST THE DEBTORS IS (ARE) NOT ENTITLED TO VOTE ON THE COMBINED DS AND PLAN. CLAIMS IN CLASS 1 (OTHER PRIORITY CLAIMS) AND CLASS 2 (OTHER SECURED CLAIMS) ARE UNIMPAIRED AND DEEMED TO ACCEPT THE COMBINED DS AND PLAN. CLAIMS IN CLASS 5 (INTERCOMPANY CLAIMS) ARE IMPAIRED AND DEEMED TO REJECT THE COMBINED DS AND PLAN. **You may ish to seek independent legal advice concerning the Combined DS and Plan and the classi ication and**

[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: IDEX Wind Down, Inc. f/k/a Ideanomics, Inc. (8374); WAVE Wind Down, LLC f/k/a Wireless Advanced Vehicle Electrification, LLC (6793); Solectrac, Inc. (4653); Timios Holdings Corp. (0190); Justly Holdings Inc. (3657); Justly Markets Wind Down LLC f/k/a 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 217 W. 18th Street, PO Box 70, New York, NY 10113.

[2] Capitali ed terms used but not otherwise defined herein shall have the meanings ascribed to them in the Solicitation Order (including the Solicitation and Tabulation Procedures attached thereto) or the Combined DS and Plan (as defined below), as applicable. Copies of those documents and additional information about the Chapter 11 Cases can be accessed free of charge on the Case Information Website (https://dm.epiq11.com/case/ideanomics).

treatment o your Claim thereunder. No Person or other Entity has been authoried to give any in ormation or advice, or to make any representation, other than hat is included in the Combined DS and Plan or the materials accompanying this notice. If you have any questions about the status of your Claim, contact the Claims and Solicitation Agent at https://dm.epiq11.com/case/ideanomics/info or via telephone at (888) 884-3413 (toll-free in the U.S. and Canada) or (503) 242-1684 (international).

YOU WILL NOT BE SERVED WITH A COPY OF THE SOLICITATION ORDER OR THE COMBINED DS AND PLAN. If you wish to review copies of such documents, if you received your Notice of Non-Voting Status via email and desire a paper copy, if you received your Notice of Non-Voting Status in paper form but the Opt-In Form is either missing or damaged, or if you need to obtain additional Opt-In Forms, you may obtain copies at no charge by (a) accessing the Case Information Website (https://dm.epiq11.com/case/ideanomics/info) or (b) contacting the Claims and Solicitation Agent via the methods set forth above. Contact the Claims and Solicitation Agent via those same methods if you have any questions on how to properly complete or submit an Opt-In Form. **The Claims and Solicitation Agent cannot and ill not provide legal advice. DO NOT DIRECT ANY INUIRIES TO THE COURT.**

UPON CONFIRMATION OF THE COMBINED DS AND PLAN, ALL HOLDERS OF CLAIMS IN NONVOTING CLASSES THAT TIMELY RETURN THE ATTACHED OPTIN FORM OR SUBMIT ONE THROUGH THE EOPTIN PORTAL ON THE CASE INFORMATION WEBSITE WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY AND COLLECTIVELY CONSENTED TO THE RELEASE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE RELEASED PARTIES AS SET FORTH IN ARTICLE XII OF THE COMBINED DS AND PLAN.

TO BE CONSIDERED VALID, OPT N FORMS MUST BE SUBMITTED VIA THE E OPT N PORTAL ON THE CASE INFORMATION WEBSITE, OR THIS OPT IN FORM MUST BE COMPLETED, EXECUTED, AND RETURNED IN ACCORDANCE WITH THE SOLICITATION AND TABULATION PROCEDURES, SO AS TO BE ACTUALLY RECEIVED BY THE CLAIMS AND SOLICITATION AGENT, BY DECEMBER 29, 2025 AT 12:00 P.M. (PREVAILING EASTERN TIME) (THE OPT IN DEADLINE), UNLESS EXTENDED BY THE DEBTORS IN THEIR SOLE DISCRETION. HOLDERS ARE STRONGLY ENCOURAGED TO CONSIDER SUBMITTING THEIR OPT N FORM VIA THE E OPT N PORTAL.

A Combined Hearing on the final approval of the Disclosure Statement and confirmation of the Combined DS and Plan will commence on **January 8, 2026, at 10:00 a.m. (prevailing Eastern Time**) before The Honorable Craig T. Goldblatt, United States Bankruptcy Judge, at the Court, 824 North Market Street, 3rd Floor, Courtroom 7, Wilmington, Delaware 19801. Be advised that the Combined Hearing may be adjourned or continued from time to time by the Court or the Debtors by (a) announcing such adjournment or continuance in open court or (b) filing a notice on the Court's docket and serving it on parties entitled to notice under Bankruptcy Rule 2002. In accordance with the Combined DS and Plan and the Solicitation Order, the Combined DS and Plan may be modified, if necessary, before, during or as a result of the

Combined Hearing without further action by the Debtors and without further notice to or action, order, or approval of the Court or any other Entity.

The Court has established **December 29, 2025, at 4:00 p.m. (prevailing Eastern Time)** as the deadline for filing and serving objections to the final approval of the Disclosure Statement and confirmation of the Combined DS and Plan (the "Combined DS and Plan Objection Deadline"). Any objection to the Combined DS and Plan must be filed with the Court in accordance with the Solicitation and Tabulation Procedures and be served on (i) counsel to the Debtors, (1) Foley Lardner LLP, 500 Woodward Ave., Suite 2700, Detroit, MI 2700 (Attn: John A. Simon (jsimon@foley.com); Timothy Mohan (tmohan@foley.com)); and (2) Ashby Geddes, P.A., 500 Delaware Avenue, 8th Floor, P.O. Box 1150, Wilmington, DE 19899 (Attn: Ricardo Palacio (rpalacio@ashbygeddes.com); and Gregory A. Taylor (gtaylor@ashbygeddes.com)); (ii) counsel to the prepetition secured lender and DIP lender, Faegre Drinker Biddle Reath LLP, 600 Campus Drive, Florham Park, New Jersey 07932 (Attn: Frank Velocci (frank.velocci@faegredrinker.com)); and 1177 Avenue of the Americas, 41st Floor, New York, New York 10036 (Attn: Michael P. Pompeo (michael.pompeo@faegredrinker.com)); and (iii) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), 855 ing Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Jonathan W. Lipshie (jon.lipshie@usdoj.gov))

If the Combined DS and Plan is confirmed by the Court, all holders of Claims against the Debtors (including those holders who are not entitled to vote on the Combined DS and Plan) will be bound by the confirmed Combined DS and Plan and the transactions contemplated thereby.

If the Debtors revoke or withdraw the Combined DS and Plan, the Confirmation Order is not entered, or consummation of the Combined DS and Plan does not occur, your Opt-In Form shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

emainder of page intentionall left blank.

Dated: October 29, 2025
Wilmington, Delaware

ASHBY GEDDES, P.A.

/s/ Draft

Ricardo Palacio (DE Bar No. 3765)
Gregory A. Taylor (DE Bar No. 4008)
500 Delaware Avenue, 8th Floor
P.O. Box 1150
Wilmington, DE 19899
Tel: (302) 654-1888
Fax: (302) 654-2067
Email: rpalacio@ashbygeddes.com
gtaylor@ashbygeddes.com

- and -

FOLEY LARDNER LLP
John A. Simon (admitted *pro hac vice*)
Jake W. Gordon (admitted *pro hac vice*)
500 Woodward Ave., Suite 2700
Detroit, MI 48226-3489
Telephone: (313) 234-7100
Facsimile: (313) 234-2800
Email: jsimon@foley.com
Jake.gordon@foley.com

- and -

Timothy C. Mohan (admitted *pro hac vice*)
1144 15th Street, Suite 2200
Denver, CO 80202
Telephone: (720) 437-2000
Facsimile: (720) 437-2200
Email: tmohan@foley.com

Co-Counsel to the Debtors and
Debtors in Possession

49 -2 69-229 .9

INSTRUCTIONS FOR COMPLETING THE OPTIONAL OPT IN FORM

THE DEADLINE TO OPT INTO THE THIRD PARTY RELEASES CONTAINED IN THE COMBINED DS AND PLAN IS DECEMBER 29, 2025 AT 12:00 P.M. (PREVAILING EASTERN TIME). ABSENT THE WRITTEN CONSENT OF THE DEBTORS, ALL OPT IN FORMS MUST BE PROPERLY COMPLETED, EXECUTED, AND DELIVERED ACCORDING TO THE INSTRUCTIONS HEREIN AND THE SOLICITATION AND TABULATION PROCEDURES, SO THAT THE FORMS ARE ACTUALLY RECEIVED BY THE CLAIMS AND SOLICITATION AGENT NO LATER THAN THE OPT IN DEADLINE.

You may submit an Opt In Form by ___ o the ollo ing methods:

You can opt in electronically by visiting the Case In ormation Website maintained by the Claims and Solicitation Agent (https: dm.epi 11.com case ideanomics in o) clicking on the E Opt In link under Case Action, and ollo ing the prompts and directions. Holders ho submit an electronic Opt In Form using the online portal should NOT also submit a paper Opt In Form. The E Opt In portal is the only approved method to submit Opt In Forms electronically, and Holders ho ish to submit an Opt In Form are strongly encouraged to submit their Opt In Forms via the E Opt In portal. Opt In Forms delivered by email, acsimile, or any other electronic means may not be considered.

I you choose to submit a paper copy o this Opt In Form, you must deliver, prior to the Opt In Deadline, an original, complete, and executed Opt In Form directly to the Claims and Solicitation Agent as ollo s:

Via First Class Mail:

IDEX Wind Down, Inc.
c/o Epiq Ballot Processing
P.O. Box 4422
Beaverton, OR 97076-4422

Via Overnight or Hand Delivery:

IDEX Wind Down, Inc.
c/o Epiq Ballot Processing
10300 SW Allen Blvd.
Beaverton, OR 97005

1. f the “opt-in” box is not checked, or the Opt-In Form is otherwise not properly completed, executed, or timely returned, then the Opt-In Form may not be considered.

2. If you are completing this Opt-In Form on behalf of another Person or other Entity, indicate your relationship with such Person or other Entity and the capacity in which you are signing and, if requested by the Debtors or the Claims and Solicitation Agent, submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authori ing you to so act).

3. Review the acknowledgements and certifications contained in the Opt-In Form and provide all of the information requested therein.

4. In accordance with the Solicitation and Tabulation Procedures, any Opt-In Form that is illegible, contains insufficient information to identify the Holder or is otherwise incomplete, **or is unsigned** may not be considered.

[*emainder of page intentionall left blank*]

OPTIONAL
Opt In Form

Be advised that Article XII of the Combined DS and Plan contains the following exculpation, release, and injunction provisions:

Exculpation

No Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated rom any Claim, obligation, Cause o Action or liability or any Claim related to any act or omission occurring rom the Petition Date through the E ective Date in connection ith or arising out o , the administration o the Chapter 11 Cases, the entry into the Final DIP Order and the Sale Orders, the entry into the Li uidating Trust Agreement, the negotiation and pursuit o this Combined DS and Plan, or the solicitation o votes or, or con irmation o , this Combined DS and Plan, the unding o this Combined DS and Plan, the consummation o this Combined DS and Plan, or the administration o this Combined DS and Plan or the property to be distributed under this Combined DS and Plan, and the issuance o securities or bene icial interests under or in connection ith this Combined DS and Plan or the transactions contemplated by the oregoing, except or ill ul misconduct, gross negligence, or intentional raud as inally determined by a Final Order, but in all respects such Exculpated Party shall be entitled to reasonably rely upon the advice o counsel ith respect to its duties and responsibilities pursuant to this Combined DS and Plan. The Exculpated Parties have participated in compliance ith the applicable provisions o the Bankruptcy Code ith regard to the solicitation and distribution o the securities pursuant to the Combined DS and Plan, and are not, and on account o such distributions shall not be, liable at any time or the violation o any applicable la , rule or regulation governing the solicitation o acceptances or re ections o this Combined DS and Plan or such distributions made pursuant to this Combined DS and Plan. Not ithstanding anything to the contrary in the oregoing or any other provision o the Combined DS and Plan, the oregoing provisions o this exculpation provision shall not operate to aive or release the rights o the Debtors or other parties in interest to en orce the Combined DS and Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection ith the Combined DS and Plan and Plan Supplement or assumed pursuant to the Combined DS and Plan or assumed pursuant to Final Order o the Bankruptcy Court.

Releases by the Debtors

Except as other ise provided herein, as o the E ective Date, or good and valuable consideration, including the obligations o the Debtors under this Combined DS and Plan and the contributions o the Released Parties to acilitate and implement this Combined DS and Plan, on and a ter the E ective Date, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, generally, individually, collectively,

irrevocably, and orever released and discharged by the Debtors and their Estates, including any o their successors and assigns, and any and all other Entities ho may purport to assert any Causes o Action, directly or derivatively, by, through, or; or because o the Debtors or their Estates om any and all Causes o Action hatsoever, including any derivative claims, asserted or assertable on behal o the Debtors or their Estates, as applicable, hether knon or unknon, oreseen or un oreseen, matured or unmatured, existing or hereater arising, contingent or noncontingent, in la, euity, contract, tort or otherise, that the Debtors or their Estates ould have been legally entitled to assert in their on right (hether individually or collectively) or on behal o the Holder o any Claim against, or Interest in, a Debtor, the Estates, or other Entity, based on or relating to, or in any manner arising om, in hole or in part, the Debtors, the Debtors in and out oourt restructuring e ots, the Chapter 11 Cases, the Plan Documents, or any other instrument, contract, or document related to the oregoing, the subect matter o , or the transactions or events giving rise to, any Claim or Interest that is treated in this Combined DS and Plan, the business or contractual arrangements beteen any Debtor and any Released Party, the restructuring o Claims and Interests beore or during the Chapter 11 Cases, the ormulation, preparation, dissemination, negotiation, ling, pursuit, per ormance, administration, implementation, or consummation o the Chapter 11 Cases (including any payments, distributions or trans ers in connection thereith), the Plan Documents, or any other instrument, contract, or document related to the oregoing, or any other act or omission, transaction, agreement, event or other occurrence taking place on or be ore the E ective Date.

For the avoidance o doubt and notithstanding anything to the contrary in this Combined DS and Plan, the Con irmation Order, or any prior order o the Bankruptcy Court, the releases set orth in this Article XII.A and Article XII.B do NOT release: (a) Claims or Causes o Action o the Debtors against (i) all pro essionals, advisors, and attorneys advising the Debtors prior to the Petition Date other than those speci ically identi ied in (d) through (g) o the de inition o Released Party in Article I.A.101 o this Combined DS and Plan, (ii) any entity that directly or indirectly oned, held, or controlled any euity in the Debtors prior to the Petition Date (unless otherise provided herein), (iii) the Debtors current or ormer direct or indirect non Debtor subsidiaries, (iv) the liability o any Released Party that otherise ould result om any act or omission to the extent that act or omission subseuently is determined in a Final Order to have constituted raud, gross negligence or illul misconduct, and (v) Solectrac, and; and (b) (i) any obligations o any party or Entity under the Combined DS and Plan or any document, instrument, or agreement (including those set orth in the Plan Supplement) executed to implement the Combined DS and Plan; (ii) any rights or obligations under the Sale Orders; (iii) any Causes o Action against any Entity that is not a Released Party; or (iv) any Causes o Action against any Entity solely to the extent (1) such Causes o Action are asserted as de enses to airmative prepetition Claims asserted by such Entity against the Debtors Estates, and (2) such Claims have not been Alloed pursuant to a Final Order or expressly Alloed pursuant to this Combined DS and Plan.

Third Party Releases

Except as otherise provided in the Combined DS and Plan, as o the E ective Date and to the ullest extent authoried by applicable la, orgood and valuable consideration, including the obligations o the Debtors under this Combined DS and Plan and the contributions o the Released Parties to acilitate and implement this Combined DS and Plan, each Releasing Party, conclusively, absolutely, unconditionally, generally, individually, collectively, irrevocably, and orever releases and discharges the Released Parties rom any and all Causes o Action hatsoever (including any derivative claims purportedly asserted or assertable by any Releasing Party against any Released Party), hether knon or unknon, oreseen or unoreseen, matured or unmatured, existing or herea ter arising, contingent or noncontingent, in la, euity, contract, tort or otherise, that such Releasing Party ould have been legally entitled to assert in its on right (hether individually or collectively) or on behal o the Holder o any Claim against, or Interest in, a Debtor, the Estates, or other Entity, based on or relating to, or in any manner arising rom, in hole or in part, the Debtors, the Debtors in and out o court restructuring eorts, the Chapter 11 Cases, the Plan Documents or any other instrument, contract, or document related to the oregoing, the subect matter o ,or the transactions or events giving rise to, any Claim or Interest that is treated in this Combined DS and Plan, the business or contractual arrangements beteen any Debtor and any Released Party, the restructuring o Claims and Interests beore or during the Chapter 11 Cases, the ormulation, preparation, dissemination, negotiation, ling, pursuit, perormance, administration, implementation, or consummation o the Chapter 11 Cases (including any payments, distributions or trans ers in connection thereith), the Plan Documents, or any other instrument, contract, or document related to the oregoing.

For the avoidance o doubt and notithstanding anything to the contrary in this Combined DS and Plan, the Con irmation Order, or any prior order o the Bankruptcy Court, the releases set orth in this Article XII.B do NOT release: (i) any obligations o any party or Entity under the Combined DS and Plan or any document, instrument, or agreement (including those set orth in the Plan Supplement) executed to implement the Combined DS and Plan, (ii) any rights or obligations under the Sale Orders, (iii) any Causes o Action against any Entity that is not a Released Party, and (iv) the liability o any Released Party that otherise ould result rom any act or omission to the extent that act or omission subseuently is determined in a Final Order to have constituted raud, gross negligence or illul misconduct.

In unctions

Except as otherise provided in the Combined DS and Plan or the Con irmation Order, as o the Con irmation Date, but subect to the occurrence o the E ective Date, all Entities ho have held, hold or may hold Causes o Action, Claims or Interests in the Debtors or the Estates that have been released or are sub ect to exculpation are, ith respect to any such Causes o Action, Claims or Interests, permanently en oined, rom and a ter the E ective Date, rom: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding o any kind (including any proceeding in a udicial, arbitral, administrative or other orum) against or a ecting the Debtors, the Estates or any o their Assets, the Liuidating Trust, the Released Parties, the Exculpated Parties, or any direct or indirect trans ree o any property o ,or direct or

indirect successor in interest to any o the oregoing Entities or any property o any such trans ree or successor; (ii) en oring, levying, attaching (including any preudgment attachment), collecting or otherise recovering by any manner or means, hether directly or indirectly, any udgment, aard, decree or order against the Debtors, the Estates or any o their Assets, the Liuidating Trust, the Released Parties, the Exculpated Parties or any direct or indirect transeree o any property o , ordirect or indirect successor in interest to, any o the oregoing Entities, or any property o any such trans ree or successor; (iii) creating, per eting or otherise en oring in any manner, directly or indirectly, any encumbrance o any kind against the Debtors, the Estates or any o their Assets, the Liuidating Trust, the Released Parties, the Exculpated Parties, or any direct or indirect trans ree o any property o , or direct or indirect successor in interest to, any o the oregoing Entities, or any property o any such trans ree or successor; (iv) commencing or continuing in any manner or in any place, any suit, action or other proceeding on account o or respecting any Claim, demand, liability, obligation, debt, right, Cause o Action, interest or remedy released or to be released pursuant to the Combined DS and Plan or the Con irmation Order, including the releases and exculpations provided under Article XII.A, Article XII.B and Article XII.C o the Combined DS and Plan; (v) acting or proceeding in any manner, in any place hatsoever, that does not con orm to or comply ith the provisions o this Combined DS and Plan to the ullest extent permitted by applicable la; and (vi) commencing or continuing, in any manner or in any place, any action that does not comply ith or is inconsistent ith the provisions o this Combined DS and Plan; dd, that the Debtors shall receive the bene t o this paragraph through and until the date upon hich all Liuidating Trust Assets vest in the Liuidating Trust; dd, urther, r, that nothing contained herein shall preclude such persons om exercising their rights pursuant to and consistent ith the terms o this Combined DS and Plan. Each Holder o an Alloed Claim or Alloed Interest shall be deemed to have speci ically consented to the in unctions set oth herein. For the avoidance o doubt, the oregoing provisions o this Section shall not operate to aive or release the rights o the Debtors, the Liuidating Trustee, or other parties in interest to en orce the Combined DS and Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection ith the Combined DS and Plan and Plan Supplement or assumed pursuant to the Combined DS and Plan or assumed pursuant to Final Order o the Bankruptcy Court.

YOU ARE ADVISED TO CAREFULLY REVIEW THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

AS A HOLDER OF A CLAIM UNDER THE COMBINED DS AND PLAN, YOU MAY CHECK THE BOX BELOW TO OPT INTO THE THIRD PARTY RELEASE PROVISIONS SET FORTH IN ARTICLE XII OF THE COMBINED DS AND PLAN. IF YOU ELECT TO OPT INTO THE THIRDPARTY RELEASE PROVISIONS SET FORTH IN ARTICLE XII OF THE COMBINED DS AND PLAN, YOU WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE RELEASED PARTIES. YOUR

RECOVERY UNDER THE COMBINED DS AND PLAN WILL BE THE SAME IF YOU OPT IN. ELECTION TO WITHHOLD CONSENT IS AT YOUR OPTION.

The undersigned Holder of a Claim hereby elects to:

Opt into the third-party releases contained in Article XII of the Combined DS and Plan.

Ackno ledgements and Certi ication. By signing this Opt-In Form, the undersigned acknowledges and certifies the following: (a) it has received and reviewed the Notice of Non-Voting Status and the materials that accompanied it; (b) it has the power and authority to elect whether to consent to the third-party releases contained in Article XII of the Combined DS and Plan; (c) it was the Holder of a Claim as of the Voting Record Date (or is entitled to submit this Opt-In Form on behalf of such Holder); and (d) all authority conferred, or agreed to be conferred, pursuant to this Opt-In Form, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Print or type name of Holder: _____

Signature: _____

Name of signatory (if different than Holder): _____

If by authori ed agent, title of agent: _____

Street address: _____

City, state, and ip code: _____

Telephone number: _____

Email address: _____

Date completed: _____

Exhibit 4 B

Classes 6 and Non Voting Combined Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: IDEX WIND DOWN, INC. f/k/a IDEANOMICS, INC., et al.,[1] Debtors.	Chapter 11 Case No. 24-12728 (CTG) (Jointly Administered) **Re: Docket No. _____**

NOTICE OF PLAN CONFIRMATION,
RELATED DEADLINES, AND NON VOTING STATUS

On [ ], 2025, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. [ ]] (the "Solicitation Order") that, among other things, (a) approved on an interim basis the Disclosure Statement contained in the *Combined Disclosure Statement and Chapter 11 Plan of Liquidation of IDEX Wind Down, Inc. f/k/a Ideanomics, Inc. and Certain of its Debtor Affiliates* (the "Combined DS and Plan"),[2] as containing adequate information, in compliance with section 1125(a) of the Bankruptcy Code, for the purpose of soliciting votes on the Combined DS and Plan, (b) approved the Solicitation and Tabulation Procedures on a final basis and authori ed IDEX Wind Down, Inc., f/k/a Ideanomics, Inc. and the other debtors with the exception of Solectrac, Inc. (the "Debtors") to solicit votes to accept or reject the Combined DS and Plan in accordance with such procedures, (c) approved the forms of Ballots, Solicitation Package, and other related notices, (d) established certain dates and deadlines in connection with the solicitation and confirmation of the Combined DS and Plan, and (e) scheduled a Combined Hearing for the approval of the Combined DS and Plan on a final basis and the confirmation of the Combined DS and Plan.

UNDER THE TERMS OF THE COMBINED DS AND PLAN, YOUR E UITY INTEREST(S) IN THE DEBTORS IS (ARE) NOT ENTITLED TO VOTE ON THE COMBINED DS AND PLAN. CLASS 6 (E UITY INTERESTS) AND CLASS 7 (INTERCOMPANY INTERESTS) ARE IMPAIRED AND DEEMED TO REJECT THE COMBINED DS AND PLAN. **You may ish to seek independent legal advice concerning the Combined DS and Plan and the classi ication and treatment o your Interest thereunder. No Person or other Entity has been authori ed to give any in ormation or**

[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: IDEX Wind Down, Inc. f/k/a Ideanomics, Inc. (8374); WAVE Wind Down, LLC f/k/a Wireless Advanced Vehicle Electrification, LLC (6793); Solectrac, Inc. (4653); Timios Holdings Corp. (0190); Justly Holdings Inc. (3657); Justly Markets Wind Down LLC f/k/a 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 217 W. 18th Street, PO Box 70, New York, NY 10113.

[2] Capitali ed terms used but not otherwise defined herein shall have the meanings ascribed to them in the Solicitation Order (including the Solicitation and Tabulation Procedures attached thereto) or the Combined DS and Plan (as defined below), as applicable. Copies of those documents and additional information about the Chapter 11 Cases can be accessed free of charge on the Case Information Website (https://dm.epiq11.com/case/ideanomics).

advice, or to make any representation, other than hat is included in the Combined DS and Plan or the materials accompanying this notice.

YOU WILL NOT BE SERVED WITH A COPY OF THE SOLICITATION ORDER OR THE COMBINED DS AND PLAN. If you wish to review copies of such documents, if you received your Notice of Non-Voting Status via email and desire a paper copy, you may obtain copies at no charge by (a) accessing the Case Information Website (https://dm.epiq11.com/case/ideanomics/info) or (b) writing to IDEX Wind Down, Inc., c/o Epiq Ballot Processing, 10300 SW Allen Blvd., Beaverton, OR 97005.. **The Claims and Solicitation Agent cannot and ill not provide legal advice. DO NOT DIRECT ANY INUIRIES TO THE COURT.**

A Combined Hearing on the final approval of the Disclosure Statement and confirmation of the Combined DS and Plan will commence on **January 8, 2026, at 10:00 a.m. (prevailing Eastern Time**) before the Honorable Craig T. Goldblatt, at 824 N. Market Street, 500, Wilmington, DE 19801. Be advised that the Combined Hearing may be adjourned or continued from time to time by the Court or the Debtors by (a) announcing such adjournment or continuance in open court or (b) filing a notice on the Court's docket and serving it on parties entitled to notice under Bankruptcy Rule 2002. In accordance with the Combined DS and Plan and the Solicitation Order, the Combined DS and Plan may be modified, if necessary, before, during or as a result of the Combined Hearing without further action by the Debtors and without further notice to or action, order, or approval of the Court or any other Entity.

The Court has established **December 29, 2025, at 4:00 p.m. (prevailing Eastern Time)** as the deadline for filing and serving objections to the final approval of the Disclosure Statement and confirmation of the Combined DS and Plan (the "Combined DS and Plan Objection Deadline"). Any objection to the Combined DS and Plan must be filed with the Court in accordance with the Solicitation and Tabulation Procedures and be served on (i) counsel to the Debtors, (1) Foley Lardner LLP, 500 Woodward Ave., Suite 2700, Detroit, MI 2700 (Attn: John A. Simon (jsimon@foley.com); Timothy Mohan (tmohan@foley.com)); and (2) Ashby Geddes, P.A., 500 Delaware Avenue, 8th Floor, P.O. Box 1150, Wilmington, DE 19899 (Attn: Ricardo Palacio (rpalacio@ashbygeddes.com); and Gregory A. Taylor (gtaylor@ashbygeddes.com)); (ii) counsel to the prepetition secured lender and DIP lender, Faegre Drinker Biddle Reath LLP, 600 Campus Drive, Florham Park, New Jersey 07932 (Attn: Frank Velocci (frank.velocci@faegredrinker.com)); and 1177 Avenue of the Americas, 41st Floor, New York, New York 10036 (Attn: Michael P. Pompeo (michael.pompeo@faegredrinker.com)); and (iii) the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), 855 ing Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Jonathan W. Lipshie (jon.lipshie@usdoj.gov))

If the Combined DS and Plan is confirmed by the Court, all holders of Interests in the Debtors (including those holders who are not entitled to vote on the Combined DS and Plan) will be bound by the confirmed Combined DS and Plan and the transactions contemplated thereby.

EXCULPATION, RELEASE, AND INJUNCTION PROVISIONS IN THE PLAN

Exculpation

No Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated om any Claim, obligation, Cause o Action or liability or any Claim related to any act or omission occurring om the Petition Date through the E ective Date in connection ith or arising out o ,the administration o the Chapter 11 Cases, the entry into the Final DIP Order and the Sale Orders, the entry into the Liuidating Trust Agreement, the negotiation and pursuit o this Combined DS and Plan, or the solicitation o votes or, or con irmation o ,this Combined DS and Plan, the unding o this Combined DS and Plan, the consummation o this Combined DS and Plan, or the administration o this Combined DS and Plan or the property to be distributed under this Combined DS and Plan, and the issuance o securities or bene icial interests under or in connection ith this Combined DS and Plan or the transactions contemplated by the oregoing, except or ill ul misconduct, gross negligence, or intentional raud as inally determined by a Final Order, but in all respects such Exculpated Party shall be entitled to reasonably rely upon the advice o counsel ith respect to its duties and responsibilities pursuant to this Combined DS and Plan. The Exculpated Parties have participated in compliance ith the applicable provisions o the Bankruptcy Code ith regard to the solicitation and distribution o the securities pursuant to the Combined DS and Plan, and are not, and on account o such distributions shall not be, liable at any time or the violation o any applicable la, rule or regulation governing the solicitation o acceptances or re ections o this Combined DS and Plan or such distributions made pursuant to this Combined DS and Plan. Notithstanding anything to the contrary in the oregoing or any other provision o the Combined DS and Plan, the oregoing provisions o this exculpation provision shall not operate to aive or release the rights o the Debtors or other parties in interest to en orce the Combined DS and Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection ith the Combined DS and Plan and Plan Supplement or assumed pursuant to the Combined DS and Plan or assumed pursuant to Final Order o the Bankruptcy Court.

Releases by the Debtors

Except as otherise provided herein, as o the E ective Date, or good and valuable consideration, including the obligations o the Debtors under this Combined DS and Plan and the contributions o the Released Parties to acilitate and implement this Combined DS and Plan, on and a ter the Eective Date, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, generally, individually, collectively, irrevocably, and orever released and discharged by the Debtors and their Estates, including any o their successors and assigns, and any and all other Entities ho may purport to assert any Causes o Action, directly or derivatively, by, through, or, or because o the Debtors or their Estates om any and all Causes o Action hatsoever, including any derivative claims, asserted or assertable on behal o the Debtors or their Estates, as applicable, hether knon or unknon, oreseen or un oreseen, matured or unmatured, existing or hereater arising, contingent or noncontingent, in la, euity, contract, tort or otherise, that the Debtors or their Estates ould have been legally

entitled to assert in their on right (hether individually or collectively) or on behal o the Holder o any Claim against, or Interest in, a Debtor, the Estates, or other Entity, based on or relating to, or in any manner arising om, in hole or in part, the Debtors in and out oourt restructuring e ots, the Chapter 11 Cases, the Plan Documents, or any other instrument, contract, or document related to the oregoing, the subect matter o , or the transactions or events giving rise to, any Claim or Interest that is treated in this Combined DS and Plan, the business or contractual arrangements beteen any Debtor and any Released Party, the restructuring o Claims and Interests beore or during the Chapter 11 Cases, the ormulation, preparation, dissemination, negotiation, ling, pursuit, per ormance, administration, implementation, or consummation o the Chapter 11 Cases (including any payments, distributions or trans ers in connection thereith), the Plan Documents, or any other instrument, contract, or document related to the oregoing, or any other act or omission, transaction, agreement, event or other occurrence taking place on or be ore the E ective Date.

For the avoidance o doubt and notithstanding anything to the contrary in this Combined DS and Plan, the Con irmation Order, or any prior order o the Bankruptcy Court, the releases set orth in this Article XII.A and Article XII.B do NOT release: (a) Claims or Causes o Action o the Debtors against (i) all pro essionals, advisors, and attorneys advising the Debtors prior to the Petition Date other than those speci cally identi ed in (d) through (g) o the de inition o Released Party in Article I.A.101 o this Combined DS and Plan, (ii) any entity that directly or indirectly oned, held, or controlled any euity in the Debtors prior to the Petition Date (unless otherise provided herein), (iii) the Debtors current or ormer direct or indirect non Debtor subsidiaries, (iv) the liability o any Released Party that otherise ould result om any act or omission to the extent that act or omission subseuently is determined in a Final Order to have constituted raud, gross negligence or illul misconduct, and (v) Solectrac, and; and (b) (i) any obligations o any party or Entity under the Combined DS and Plan or any document, instrument, or agreement (including those set orth in the Plan Supplement) executed to implement the Combined DS and Plan; (ii) any rights or obligations under the Sale Orders; (iii) any Causes o Action against any Entity that is not a Released Party; or (iv) any Causes o Action against any Entity solely to the extent (1) such Causes o Action are asserted as de enses to airmative prepetition Claims asserted by such Entity against the Debtors Estates, and (2) such Claims have not been Alloed pursuant to a Final Order or expressly Alloed pursuant to this Combined DS and Plan.

Third Party Releases

Except as otherise provided in the Combined DS and Plan, as o the E ective Date and to the ullest extent authoried by applicable la, orgood and valuable consideration, including the obligations o the Debtors under this Combined DS and Plan and the contributions o the Released Parties to acilitate and implement this Combined DS and Plan, each Releasing Party, conclusively, absolutely, unconditionally, generally, individually, collectively, irrevocably, and orever releases and discharges the Released Parties rom any and all Causes o Action hatsoever (including any derivative claims purportedly asserted or assertable by any Releasing Party against any Released Party),

hether knon or unknon, oreseen or unoreseen, matured or unmatured, existing or herea ter arising, contingent or noncontingent, in la, euity, contract, tort or otherise, that such Releasing Party ould have been legally entitled to assert in its on right (hether individually or collectively) or on behal o the Holder o any Claim against, or Interest in, a Debtor, the Estates, or other Entity, based on or relating to, or in any manner arising rom, in hole or in part, the Debtors, the Debtors in and out o court restructuring eorts, the Chapter 11 Cases, the Plan Documents or any other instrument, contract, or document related to the oregoing, the subect matter o ,or the transactions or events giving rise to, any Claim or Interest that is treated in this Combined DS and Plan, the business or contractual arrangements beteen any Debtor and any Released Party, the restructuring o Claims and Interests beore or during the Chapter 11 Cases, the ormulation, preparation, dissemination, negotiation, ling, pursuit, perormance, administration, implementation, or consummation o the Chapter 11 Cases (including any payments, distributions or trans ers in connection thereith), the Plan Documents, or any other instrument, contract, or document related to the oregoing.

For the avoidance o doubt and notithstanding anything to the contrary in this Combined DS and Plan, the Con irmation Order, or any prior order o the Bankruptcy Court, the releases set orth in this Article XII.B do NOT release: (i) any obligations o any party or Entity under the Combined DS and Plan or any document, instrument, or agreement (including those set orth in the Plan Supplement) executed to implement the Combined DS and Plan, (ii) any rights or obligations under the Sale Orders, (iii) any Causes o Action against any Entity that is not a Released Party, and (iv) the liability o any Released Party that otherise ould result rom any act or omission to the extent that act or omission subseuently is determined in a Final Order to have constituted raud, gross negligence or illul misconduct.

Inunction

Except as otherise provided in the Combined DS and Plan or the Con irmation Order, as o the Con irmation Date, but subect to the occurrence o the E ective Date, all Entities ho have held, hold or may hold Causes o Action, Claims or Interests in the Debtors or the Estates that have been released or are sub ect to exculpation are, ith respect to any such Causes o Action, Claims or Interests, permanently en oined, rom and a ter the E ective Date, rom: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding o any kind (including any proceeding in a udicial, arbitral, administrative or other orum) against or a ecting the Debtors, the Estates or any o their Assets, the Liuidating Trust, the Released Parties, the Exculpated Parties, or any direct or indirect trans ree o any property o ,or direct or indirect successor in interest to any o the oregoing Entities or any property o any such trans ree or successor; (ii) en orcing, levying, attaching (including any preudgment attachment), collecting or otherise recovering by any manner or means, hether directly or indirectly, any udgment, aard, decree or order against the Debtors, the Estates or any o their Assets, the Liuidating Trust, the Released Parties, the Exculpated Parties or any

direct or indirect transeree o any property o , ordirect or indirect successor in interest to, any o the oregoing Entities, or any property o any such trans ree or successor; (iii) creating, per eting or otherise en oring in any manner, directly or indirectly, any encumbrance o any kind against the Debtors, the Estates or any o their Assets, the Liuidating Trust, the Released Parties, the Exculpated Parties, or any direct or indirect trans ree o any property o , or direct or indirect successor in interest to, any o the oregoing Entities, or any property o any such trans ree or successor; (iv) commencing or continuing in any manner or in any place, any suit, action or other proceeding on account o or respecting any Claim, demand, liability, obligation, debt, right, Cause o Action, interest or remedy released or to be released pursuant to the Combined DS and Plan or the Con irmation Order, including the releases and exculpations provided under Article XII.A, Article XII.B and Article XII.C o the Combined DS and Plan; (v) acting or proceeding in any manner, in any place hatsoever, that does not con orm to or comply ith the provisions o this Combined DS and Plan to the ullest extent permitted by applicable la; and (vi) commencing or continuing, in any manner or in any place, any action that does not comply ith or is inconsistent ith the provisions o this Combined DS and Plan; dd, that the Debtors shall receive the bene i o this paragraph through and until the date upon hich all Liuidating Trust Assets vest in the Liuidating Trust; dd, urther, r, that nothing contained herein shall preclude such persons om exercising their rights pursuant to and consistent ith the terms o this Combined DS and Plan. Each Holder o an Alloed Claim or Alloed Interest shall be deemed to have speci ically consented to the in unctions set oth herein. For the avoidance o doubt, the oregoing provisions o this Section shall not operate to aive or release the rights o the Debtors, the Liuidating Trustee, or other parties in interest to en orce the Combined DS and Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection ith the Combined DS and Plan and Plan Supplement or assumed pursuant to the Combined DS and Plan or assumed pursuant to Final Order o the Bankruptcy Court.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE COMBINED DS AND PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

emainder of page intentionall left blank.

Dated: October 29, 2025
Wilmington, Delaware

ASHBY GEDDES, P.A.

/s/ Draft

Ricardo Palacio (DE Bar No. 3765)
Gregory A. Taylor (DE Bar No. 4008)
500 Delaware Avenue, 8th Floor
P.O. Box 1150
Wilmington, DE 19899
Tel: (302) 654-1888
Fax: (302) 654-2067
Email: rpalacio@ashbygeddes.com
gtaylor@ashbygeddes.com

- and -

FOLEY LARDNER LLP
John A. Simon (admitted *pro hac vice*)
Jake W. Gordon (admitted *pro hac vice*)
500 Woodward Ave., Suite 2700
Detroit, MI 48226-3489
Telephone: (313) 234-7100
Facsimile: (313) 234-2800
Email: jsimon@foley.com
Jake.gordon@foley.com

- and -

Timothy C. Mohan (admitted *pro hac vice*)
1144 15th Street, Suite 2200
Denver, CO 80202
Telephone: (720) 437-2000
Facsimile: (720) 437-2200
Email: tmohan@foley.com

Co-Counsel to the Debtors and
Debtors in Possession