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) **Hearing Date: March 16, 2026 at 1:00 p.m. (ET)** **Objection Deadline: March 6, 2026 at 4:00 p.m. (ET)**

SUMMARY COVER SHEET TO THE FIRST AND FINAL APPLICATION OF SSG ADVISORS, LLC, INVESTMENT BANKER TO THE DEBTORS, FOR ALLOWANCE OF COMPENSATION AND REIMBURSEMENT OF EXPENSES FOR THE PERIOD DECEMBER 4, 2024 THROUGH MARCH 7, 2025

Name of Applicant:	SSG Advisors, LLC
Authorized to Provide Professional Services to:	Debtors and Debtors-in-Possession
Date of Retention:	*Nunc Pro Tunc* to December 4, 2024
Petition Date:	December 4, 2024
Period for which compensation and reimbursement is sought:	December 4, 2024 through March 7, 2025
Amount of Compensation sought as actual, reasonable and necessary:	$575,000.00
Amount of Expense Reimbursement sought as actual, reasonable and necessary:	$3,000.00
TOTAL FEES AND EXPENSES	**$578,000.00**

This is a(n): ____ monthly ___ interim **X** final application.

[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.

This is SSG Advisors, LLC's first and final fee application in this case.

Period Covered	Fees	Credited Fees	Expenses	Total
12/4/2024 – 12/31/2024	$50,000.00	$-	$2,250.00	$52,250.00
1/1/2025 – 1/31/2025	$50,000.00	$-	$-	$50,000.00
2/1/2025 – 2/28/2025	$50,000.00	$-	$-	$50,000.00
3/7/2025 [1]	$500,000.00 (Sale Fee)	($75,000.00)	$750.00	$425,750.00
TOTAL:	**$650,000.00**	**($75,000.00)**	**$3,000.00**	**$578,000.00**

[1] The consummation of the sale to Tillou Management & Consulting, LLC resulted in SSG being entitled to a Sale Fee of $500,000, less 50% of the total monthly fees collected.

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.	**Hearing Date: March 16, 2026 at 1:00 p.m. (ET)** **Objection Deadline: March 6, 2026 at 4:00 p.m. (ET)**

FIRST AND FINAL APPLICATION OF SSG ADVISORS, LLC, AS INVESTMENT BANKER TO THE DEBTORS, FOR ALLOWANCE OF COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT OF EXPENSES INCURRED FOR THE PERIOD DECEMBER 4, 2024 THROUGH MARCH 7, 2025

Pursuant to sections 330 and 331 of title 11 of the United States Code (as amended, the "Bankruptcy Code"), Rule 2016 of the Federal Rules of Bankruptcy Procedures (the "Bankruptcy Rules"), Rule 2016-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") and the Court's January 8, 2025 *Order Authorizing The Debtors to Retain And Employ SSG Advisors, LLC As Investment Banker to the Debtors Effective As Of The Petition Date and Waiving Certain Time-Keeping Requirements* [D.I. 123], SSG Advisors, LLC ("SSG" or "Applicant"), investment banker to the debtors and debtors-in-possession (the "Debtors") in the above-captioned Chapter 11 Cases (the "Chapter 11 Cases"), hereby applies (this "Application") to the Court for the allowance of compensation for services rendered and reimbursement of expenses incurred in the amount of $578,000.00. 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.

requested compensation consists of a Sale Fee of $425,000.00 plus monthly fees totaling $150,000.00 for the period commencing December 4, 2024 through and including March 7, 2025 (the "Application Period"), with respect to its services as investment banker to the Debtors. In support of this Application, SSG represents as follows:

JURISDICTION

1. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction to consider the Application pursuant to the provisions of 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b), and SSG confirms its consent pursuant to Local Rule 9013-1(f) to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief requested herein are sections 330 and 331 of the Bankruptcy Code, Bankruptcy Rule 2016 and Local Rule 2016-2.

BACKGROUND

4. On December 4, 2024 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors continued to operate and manage its businesses as debtors-in-possession and remained in possession of its assets.

5. Additional information about the Debtors' businesses and affairs, capital structure, prepetition indebtedness and the events leading up to the Petition Date can be found in the *Declaration of Alpesh A. Amin in Support of Debtors' Chapter 11 Petitions and First Day Motions* [D.I. 14] (the "First Day Declaration").

RETENTION OF SSG ADVISORS, LLC

6. To aid in obtaining competitive offers from potential buyers of the Debtors' assets, the Debtors elected to retain SSG to provide investment banking services based on SSG's substantial expertise in advising troubled companies, including in connection with asset sales and related issues.

7. Accordingly, on December 20, 2024, the Debtors filed the *Application For an Order Authorizing The Debtors to Retain and Employ SSG Advisors, LLC As Investment Banker to the Debtors Effective As Of The Petition Date and Waiving Certain Time-Keeping Requirements* [D.I. 68] (the "SSG Retention Application"), seeking to retain SSG as investment banker to the Debtors pursuant to the terms of the Engagement Letter dated November 7, 2024 (the "Engagement Agreement"). A true and correct copy of the Engagement Agreement is attached hereto and made a part hereof as **Exhibit A**.

8. On January 8, 2025, the Court entered the *Order Authorizing The Debtors to Retain And Employ Of SSG Advisors, LLC As Investment Banker to the Debtors Effective As Of The Petition Date and Waiving Certain Time-Keeping Requirements* [D.I. 123] (the "SSG Retention Order"), which sets forth the procedure for monthly and final compensation and reimbursement of expenses to SSG in these Chapter 11 Cases pursuant to the terms of the Engagement Agreement. A copy of the Retention Order is attached hereto and made a part hereof as **Exhibit B**.

9. As set forth in the SSG Retention Application, the Debtors formally engaged SSG on November 7, 2024 to serve as its investment banker in connection with a sale of all or a portion of its assets. SSG worked with the Debtors, its counsel and financial advisors to quickly evaluate potential buyers. In this regard, SSG conducted due diligence, prepared a teaser, populated a Data Room and completed a Confidential Information Memorandum ("CIM"), which described the Debtors' assets, operations, services and financial history.

10. SSG commenced an expedited marketing process and contacted 264 parties, potential strategic and financial buyers, to solicit interest in a sale transaction involving the Debtors' assets. Relevant information regarding the Debtors' businesses was made available in a Data Room, allowing potential bidders to conduct further diligence on the Debtors' businesses. The Debtors offered to provide such potential bidders with access to information regarding the Debtors' assets contained in the Data Room, subject to the execution of an appropriate confidentiality agreement.

11. On December 9, 2024, the Debtors filed the *Motion For Sale of Property Free and Clear of Liens (FEE) - Debtors' Motion for Entry of Orders: (I)(A) Approving Bidding Procedures In Connection With the Sale of Substantially All of the Debtors' Assets; (B) Approving the Designation of Tillou Management and Consulting LLC as Stalking Horse Bidder and the Associated Bid Protections; (C) Scheduling an Auction for and Hearing to Approve Sale of Substantially All of the Debtors' Assets; (D) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (E) Approving the Form and Manner Of Notice Thereof; and (F) Granting Related Relief ; and (II)(A) Approving Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances; (II) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [Doc. 51] (the "Bid Procedures Motion").

12. Subsequently on January 8, 2025, the Court entered the *Order (A) Approving Bidding Procedures In Connection With the Sale of Substantially All of the Debtors' Assets; (B) Approving the Designation of Tillou Management and Consulting LLC as Stalking Horse Bidder and the Associated Bid Protections; (C) Scheduling an Auction for and Hearing to Approve Sale of Substantially All of the Debtors' Assets; (D) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (E) Approving the Form and Manner Of Notice Thereof; and (F) Granting Related Relief* [Doc. 119] ("the Bid Procedures Order"), which set the Bid Deadline as February 19, 2025 at 4:00 p.m. prevailing Eastern Time and, in the event of the receipt of a Qualified Bid other than the Stalking Horse Bid, scheduled the Auction for February 21, 2025.

13. Of the 264 parties contacted, five parties executed confidentiality agreements and received the CIM and Data Room access. SSG continued to follow up proactively with interested parties to provide updates on the sale process and to facilitate diligence.

14. At the time of filing and in connection with providing debtor-in-possession ("DIP") financing, the Debtor's filed a motion to designate pre-petition secured lender, Tillou Management & Consulting, LLC ("Tillou" or the "Buyer") as the stalking horse bidder (the "Stalking Horse Bidder") pursuant to the terms outlined in the Bid Procedures Motion for substantially all of the Debtors' assets (the "Stalking Horse Bid") and was granted the bid protections set forth in the Bid Procedures Order.

15. As of the bid deadline of February 19, 2025, no other Qualified Bids were received. Therefore, on February 20, 2025, the Debtors filed the *Notice of Cancellation of Auction and Designation of Successful Bidders* [Doc. 223].

16. On March 3, 2025, the Court entered an Order [Doc. 254] (the "Sale Order") approving the sale of the Debtors' assets (the "Sale") to the Buyer. The Sale of substantially all of the Debtors' assets to the Buyer closed on March 7, 2025.

17. Specifically, the investment banking services rendered by SSG during the Application Period included, but were not limited to, the following:

- Prepared a Confidential Information Memorandum ("CIM") and assembled an electronic Data Room describing the Company;
- Assisted the Company in developing a list of suitable potential buyers;
- Coordinated the execution of confidentiality agreements for potential buyers wishing to review the CIM and gain access to the Data Room;
- Solicited competitive offers from potential buyers, including the Stalking Horse Bidder;
- Advised and assisted the Company in structuring the Sale and negotiating the Sale Agreement;
- Assisted the Company and its professionals with the structuring of sale procedures;
- Attended calls with the Company and professionals as well as court appearances in these Chapter 11 Cases, including, without limitation, providing testimony in support of the Sale;
- Assisted the Debtors and professionals through closing of the Sale.

18. Pursuant to the SSG Retention Order, SSG summarized the tasks that it performed during these Chapter 11 Cases. The summary is not intended to be a detailed description of the work performed but merely a guideline offered to the Court and other interested parties with respect to the services performed by SSG during these Chapter 11 Cases. Day-to-day services and the time expended in performing such services during the Application Period are set forth in the timesheets, attached hereto and made a part hereof as **Exhibit C**.

19. SSG's professionals working full-time on this assignment were:

J. Scott Victor – Managing Director

Teresa C. Kohl – Managing Director

Neil Gupta – Managing Director

Patrick D. Swanick – Vice President

Samuel P. Charlton – Associate

RELIEF REQUESTED

20. By this Application, SSG seeks final allowance of (a) compensation for services rendered from December 4, 2024, through March 7, 2025 in the total amount of $575,000.00 and (b) reimbursement for certain expenses incurred during the Application Period, in the amount of $3,000.00, a summary of which is attached hereto and made a part hereof as **Exhibit D**.

21. Pursuant to the SSG Retention Order, the Court approved the following fee and expense structure set forth in the Engagement Agreement (the "Fee and Expense Structure"):

a. Initial Fee. An initial fee (the "Initial Fee") equal to $75,000 due upon signing this Engagement Agreement.

b. Monthly Fees. Monthly fees (the "Monthly Fees") of $50,000 per month payable beginning December 1, 2024 and on the first (1st) of each month thereafter throughout the Engagement Term (as such term is defined within the Engagement Agreement). The Sale Fee shall be reduced by fifty percent (50%) of the Monthly Fees paid. No credit shall be provided for the Initial Fee.

c. Sale Fee. Upon the consummation of a Sale Transaction(s) to any party, other than set forth below, SSG shall be entitled to a fee (the "Sale Fee"), payable in cash, in federal funds via wire transfer or certified check, at and as a condition of closing of such Sale Transaction(s) and as a direct carveout from proceeds and cash, prior in right to any pre- and post-petition secured debt, equal to the greater of (a) $500,000; or (b) three percent (3.0%) of Total Consideration (as such term is defined within the Engagement Agreement).

In the event of a Sale Transaction to Tillou Management & Consulting, LLC (or one or more of its affiliates), SSG Sale Fee shall be $500,000.

For clarity, in the event of multiple Sale Transactions as to various subsets of the Company or its assets, only one Sale Fee shall be payable, calculated pursuant to the foregoing.

d. Expenses. In addition to the foregoing Initial Fee, Monthly Fees, and Sale Fee noted above, whether or not a Sale Transaction(s) is consummated, SSG will be entitled to reimbursement for all of SSG's reasonable and documented out-of-pocket expenses incurred in connection with the subject matter of the Engagement Agreement.

22. The consummation of the Sale to the Buyer resulted in SSG being entitled to the Sale Fee in the amount of $425,000.00 ($500,000.00 Sale Fee less credit of 50% of Monthly Fees paid of $75,000.00).

23. During the Application Period, SSG was paid a December Monthly Fee of $50,000.00, a January Monthly Fee of $50,000.00, and a February Monthly Fee of $50,000.00. The December, January, and February Monthly Fees were paid to SSG in accordance with the Engagement Agreement. The Sale Fee was also paid to SSG, at the closing of the sale, subject to the approval of this Application.

COMPLIANCE WITH GUIDELINES

24. The Applicant believes that this Application substantially complies with the Local Rules and the U.S. Trustee guidelines for fee applications. To the extent there has not been material compliance with any particular guidelines or rules, the Applicant respectfully requests a waiver of such guidelines or rules.

25. This is the Applicant's First and Final Application pursuant to sections 330 and 331 of the Bankruptcy Code for allowance of fees and reimbursement of expenses in this case. The Applicant has made no prior or other application to this or any other Court for the relief requested herein.

26. In accordance with Local Rule 2016-1, the undersigned has reviewed the requirements of Local Rule 2016-1 and certifies to the best of his information, knowledge, and belief that this Application complies with Local Rule 2016-1, except as otherwise waived in connection with the Applicant's retention.

CONCLUSION

27. SSG submits that the services provided to the Debtors during the Application Period were necessary and appropriate given the complexity of these Chapter 11 Cases, the issues involved, the nature and extent of services provided and the cost of comparable services outside of bankruptcy. Accordingly, SSG submits that approval of the compensation sought for the Application Period is appropriate and should be approved.

28. WHEREFORE, SSG respectfully requests that the Court enter an Order, substantially in the form provided**,** (i) allowing and authorizing payment of final compensation in the amount of $578,000.00 for services rendered as investment banker on behalf of the Debtors during the Application Period and (ii) granting such other and further relief as the Court deems just and proper.

Dated: February 13, 2026

SSG Advisors, LLC

/s/ J. Scott Victor

J. Scott Victor
Five Tower Bridge, Suite 420
300 Barr Harbor Drive
West Conshohocken, PA 19428
(610) 940-5802 (Telephone)
Investment Banker to the Debtors and Debtors-in-Possession

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.	**Hearing Date: March 16, 2026 at 1:00 p.m. (ET)** **Objection Deadline: March 6, 2026 at 4:00 p.m. (ET)**

NOTICE OF FIRST AND FINAL APPLICATION OF SSG ADVISORS, LLC, INVESTMENT BANKER TO THE DEBTORS, FOR ALLOWANCE OF COMPENSATION AND REIMBURSEMENT OF EXPENSES FOR THE PERIOD DECEMBER 4, 2024 THROUGH MARCH 7, 2025

PLEASE TAKE NOTICE that, on February 13, 2026, the above-captioned debtors and debtors-in possession (collectively, the "Debtors"), filed the *Notice of First and Final Application of SSG Advisors, LLC, Investment Banker to The Debtors, for Allowance of Compensation and Reimbursement of Expenses for the Period December 4, 2024 Through March 7, 2025* (the "Application") with the United States Bankruptcy Court for the District of Delaware.

PLEASE TAKE FURTHER NOTICE that the Application requests allowance and payment of $575,000.00 in fees for services rendered and reimbursement of $3,000.00 for reasonable and necessary expenses incurred by Ashby & Geddes from December 4, 2024 through February 13, 2026.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Court's approval of the Application must be (a) in writing and served on or before **March 6, 2026 at 4:00 p.m. (ET)** (the "Objection Deadline"); (b) filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3rd Floor, Wilmington, DE 19801; and (c) served as to be received on or before the Objection Deadline by the undersigned attorneys.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE APPLICATION WILL BE HELD ON **MARCH 16, 2026 AT 1:00 P.M. (ET)**, BEFORE THE HONORABLE CRAIG T GOLDBLATT, UNITED STATES BANKRUPTCY JUDGE FOR THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 3RD FLOOR, COURTROOM #7, WILMINGTON, DE 19801.

[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.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: February 13, 2026
Wilmington, Delaware

ASHBY & GEDDES, P.A.

/s/ Ricardo Palacio

Ricardo Palacio (DE Bar No. 3765)
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- and -

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Co-Counsel to the Debtors and Debtors in Possession

Exhibit A

SSG® ADVISORS, LLC

November 7, 2024 **AMENDED EXECUTION VERSION**

Mr. Alfred Poor
Chief Executive Officer
Ideanomics, Inc.
1441 Broadway, Suite 5116
New York, NY 10018

Dear Mr. Poor:

This amended agreement ("Amended Engagement Agreement") will serve as the contract between Ideanomics, Inc. and its subsidiaries Wireless Advanced Vehicle Electrification, LLC, VIA Motors, Inc., and Solectrac, Inc. (collectively "Ideanomics" or the "Company") and SSG Advisors, LLC ("SSG") regarding the retention of SSG as exclusive investment banker to Ideanomics for the purposes outlined in this Amended Engagement Agreement. SSG's responsibilities hereunder involve providing investment banking services to the Company, on an exclusive basis, focusing on a Sale Transaction(s). This Amended Engagement Agreement supersedes and replaces in its entirety the Engagement Agreement executed on October 23, 2024.

A. **SSG's Role:**

1. Sale Services

- Advise the Company on, and assist the Company in the preparation of, an information memorandum describing the Company and its management and financial status for use in discussions with prospective purchasers and assist in the due diligence process for a potential Sale Transaction(s);
- Assist the Company in developing a list of suitable potential buyers who will be contacted on a discreet and confidential basis after approval by the Company;
- Coordinate the execution of confidentiality agreements for potential buyers wishing to review the information memorandum;
- Assist the Company in coordinating management calls and site visits for interested buyers and work with the management team to develop appropriate presentations for such calls and visits;
- Solicit competitive offers from potential buyers;
- Advise and assist the Company in structuring the Sale Transaction(s), negotiating the Sale Transaction(s) agreements with potential buyers and evaluating the proposals from potential buyers,

including, without limitation, advising and negotiating with respect to Sale Transaction(s) structures that include, as may be necessary or desirable, licenses, milestone and royalty payments and/or assignments of intellectual property;

- Provide testimony in support of the Sale Transaction(s), as necessary; and

- Otherwise assist the Company, its attorneys and accountants, as necessary, through closing on a best efforts basis.

In performing the services described above, the Company will furnish or cause to be furnished to SSG such information as SSG reasonably believes appropriate to the execution of its engagement hereunder (all such information so furnished being the "Information"). The Company represents to SSG that all Information furnished by it or its agents will be complete and correct in all material respects, to the best of its knowledge, and that until the expiration of SSG's engagement hereunder, it will advise SSG promptly of the occurrence of any event or any other change known by it or its agents that results in the Information ceasing to be complete and correct in all material respects. The Company recognizes and confirms that SSG: (a) will use and rely primarily on the Information and on information available from generally recognized public sources in performing the services contemplated hereby without having independently verified any of the same; (b) does not assume responsibility for accurateness or completeness of the Information and such other information; and (c) will not make an appraisal of any of the assets or liabilities of the Company. For the purposes of this Amended Engagement Agreement, "known to," "to the knowledge of" or similar phrases means the actual knowledge, after due inquiry, of the executive officers of Ideanomics.

The Company agrees that SSG shall be its exclusive investment banker in connection with any Sale Transaction(s) undertaken with respect to the Company during the Engagement Term, as defined below, of this Amended Engagement Agreement. The Company agrees that, during the Engagement Term, SSG shall assist and advise the Company in its negotiations with all prospective purchasers and investors in connection with any Sale Transaction(s). In that regard, the Company agrees to identify to SSG: (a) all prospective purchasers and investors who have been in contact with the Company prior to the date hereof and (b) all prospective purchasers and investors who come in contact with the Company during the Engagement Term.

SSG will consult with and advise the Company with respect to the financial aspects of any proposed Sale Transaction(s), including price, terms, and conditions of a Transaction. SSG will not, however, have any authority to bind the Company with respect to any proposed Sale Transaction(s). Likewise, nothing contained herein shall require the Company to accept the terms of any proposal and the Company shall at all times have the right in its sole and absolute discretion to reject any proposed Sale Transaction(s) regardless of the terms proposed.

B. **SSG's Compensation**

As compensation for providing the foregoing services, SSG shall receive the following:

1. Initial Fee. An initial fee (the "Initial Fee") equal to $75,000 due upon signing this Amended Engagement Agreement.

2. Monthly Fees. Monthly fees (the "Monthly Fees") of $50,000 per month payable beginning December 1, 2024 and on the first (1st) of each month thereafter throughout the Engagement Term (as such term is hereafter defined).

   The Sale Fee shall be reduced by fifty percent (50%) of the Monthly Fees paid. No credit shall be provided for the Initial Fee.

3. Sale Fee. Upon the consummation of a Sale Transaction(s) to any party, other than set forth below, SSG shall be entitled to a fee (the "Sale Fee"), payable in cash, in federal funds via wire transfer or certified check, at and as a condition of closing of such Sale Transaction(s) and as a direct carveout from proceeds and cash, prior in right to any pre- and post-petition secured debt, equal to the greater of (a) $500,000; or (b) three percent (3.0%) of Total Consideration (as such term is hereafter defined).

   In the event of a Sale Transaction to Tillou Management & Consulting, LLC (or one or more of its affiliates), SSG Sale Fee shall be $500,000.

   For clarity, in the event of multiple Sale Transactions as to various subsets of the Company or its assets, only one Sale Fee shall be payable, calculated pursuant to the foregoing.

4. In addition to the foregoing Initial Fee, Monthly Fees and Sale Fee noted above whether or not a Sale Transaction(s) is consummated, SSG will be entitled to reimbursement for all of SSG's reasonable and documented out-of-pocket expenses incurred in connection with the subject matter of this Amended Engagement Agreement.

C. **Definitions**

For the purpose of this Amended Engagement Agreement:

Sale Transaction(s) means and includes any transaction involving the sale or transfer, licensing, directly or indirectly, of all or substantially all of the assets, intellectual property, or equity of Company.

Total Consideration shall mean the purchase price paid at the time of the effective date of the Sale after giving effect to the Sale Transaction(s) for the equity, assets or any portion of either, plus the assumption or payoff of indebtedness and/or payables, equipment leases (operating and capitalized), real estate leases (operating and capitalized) as well as the value of any asset left behind in the

estate, plus any milestone and royalty payments to be received in the future, when and if received.

Confidential Information includes all non-public scientific, technical, business or financial information possessed or obtained by, developed for or given to Company which is treated by Company as confidential or proprietary, whether or not labeled "Confidential."

For purposes of computing any fees payable to SSG hereunder, non-cash consideration shall be valued as follows: (a) publicly traded securities shall be valued in the manner specified in the definitive agreement for the Sale Transaction(s), or, if not so specified, at the average of their closing prices (as reported in The Wall Street Journal) for the five (5) trading days prior to the closing of the Sale Transaction(s); and (b) any other non-cash consideration shall be valued at the fair market value thereof as determined in good faith by the Company and SSG. If such aggregate consideration may be increased by contingent payments such as an "earnout" or other monetary agreement in the transaction, the portion of SSG's fee relating thereto shall be calculated and paid when and as such contingent payments or other monetary amounts are received.

Transaction shall mean Sale Transaction(s).

Transaction Fee shall mean and include a Sale Fee as determined above.

D. **Term of Engagement**

This Amended Engagement Agreement shall remain in force (the "Amended Engagement Term") for a period of six (6) months from the date of signing this Amended Engagement Agreement and may extended thereafter upon prior written consent of the parties, provided, however, that this Amended Engagement Agreement shall automatically terminate immediately upon the closing of a Sale Transaction(s). Upon the termination of this Amended Engagement Agreement, neither party shall have any further obligations to the other except that: (a) termination of the Amended Engagement Agreement shall not affect SSG's right to indemnification under the Indemnification paragraph below; (b) the Company shall remain obligated to pay SSG any unpaid Monthly Fees and to reimburse SSG for any expenses incurred through the date of the termination of the Amended Engagement Agreement; and (c) if a Sale Transaction(s) is consummated within nine (9) months ("Trailer Term") of the termination of this Amended Engagement Agreement with a party with whom SSG had contract during the Engagement Term, the Company shall remain obligated to pay a Transaction Fee, as calculated above. Sections B, D, E, G and H (entitled Compensation, Term of Engagement, Indemnification, Miscellaneous, and Scope of SSG's Duties, respectively) of this Amended Engagement Agreement shall survive the expiration or termination of this Amended Engagement Agreement indefinitely.

E. **Indemnification**

The Company hereby acknowledges and agrees to the indemnification arrangements between the parties hereto as described on Attachment A hereto, which Attachment is incorporated herein and forms an integral part hereof.

F. **Confidential Information**

SSG acknowledges that Ideanomics is and will remain the sole owner of Confidential Information. SSG will take all commercially reasonable precautions to protect the confidentiality of Confidential Information, and will not disclose or use any Confidential Information except with Ideanomics' knowledge and as necessary to perform the Sale Services. In particular, SSG may disclose Confidential Information to SSG personnel who need to know such Confidential Information in order to provide the Sale Services and who are obligated to protect the confidentiality of such Confidential Information under terms substantially similar to or more stringent than those set forth in this Section F. SSG may disclose Confidential Information to a governmental authority or by order of a court of competent jurisdiction, provided that the disclosure is subject to all applicable governmental or judicial protection available for like material and reasonable advance notice is given to Ideanomics. The obligations of non-disclosure will not apply to information which (a) was known to SSG at the time it was disclosed, other than by previous disclosure by Ideanomics, as evidenced by SSG's written records at the time of disclosure, (b) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement, or (c) is lawfully and in good faith made available to SSG by a third party who did not derive it, directly or indirectly, from Ideanomics.

G. **Miscellaneous**

No fee payable to any other financial advisor or finder by the Company in connection with the subject matter of this Amended Engagement Agreement shall reduce or otherwise affect any fee payable to SSG hereunder. This Amended Engagement Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes and cancels any prior communications, understandings and agreements between the parties hereto. This Amended Engagement Agreement cannot be modified or changed, nor can any of its provisions be waived, except by written agreement signed by both parties. The benefits of this Amended Engagement Agreement shall inure to the respective successors and assigns of the parties hereto and of the Indemnified Parties and their respective successors, assigns and representatives, and the obligations and liabilities assumed in this Amended Engagement Agreement by the parties hereto shall be binding upon their respective successors and assigns.

This Amended Engagement Agreement may be executed in any number of counterparts, which counterparts, taken together, shall constitute one and the same Amended Engagement Agreement.

H. **Scope of Duties**

The Company hereby acknowledges and agrees that: (a) it has retained SSG for the purposes set forth in the Amended Engagement Agreement and that the rights and obligations of the parties hereto are contractual in nature, and (b) SSG has not made any warranties or guarantees of any nature with respect to the success or satisfactory conclusion of any Sale Transaction(s) or as to the economic, financial or other results which may be obtained or experienced by the Company as a result thereof.

I. **Bankruptcy Court Proceedings**

In the event the Company files one or more Bankruptcy Cases during the Engagement Term, the Company shall use its commercially reasonable efforts to have SSG employed upon the same or substantially similar terms and shall have this Amended Engagement Agreement and SSG's retention as the Company's exclusive investment banker approved by a Court of competent jurisdiction.

J. **Other Matters**

SSG has the right, following a Sale Transaction(s) closing, to place advertisements in financial and other newspapers and journals and to send email advertising at its own expense describing its services to the Company hereunder.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001), SSG is required to obtain, verify and record information that identifies its clients, which information may include the name and address of the Company, and its senior management team as well as other information that will allow SSG to properly identify its clients. Additionally, SSG maintains important disclosures on its web site www.ssgca.com. These disclosures may be updated periodically on an as-needed basis. The Company agrees to accept and receive all of these disclosures by electronically accessing the website referenced above and acknowledges that printed hard copies of these disclosures are available upon request by contacting SSG directly at (610) 940-1094.

K. **Securities Platform**

All transactions involving the sale or purchase of any security (as defined by the Securities Exchange Act of 1934 or the rules and regulations promulgated there under) are offered through SSG Capital Advisors, LLC. ("SCA") which is an affiliated registered Broker-Dealer in good standing with the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). Principals of SSG are registered representatives of SCA. Therefore, SCA is included collectively as "SSG" with all the rights and obligations thereto under the terms of this Amended Engagement Agreement.

To the extent a Transaction Fee is payable to SSG in connection with Sale Transaction(s) constituting the purchase or sale of any security (as defined by the Securities Exchange Act of 1934 or the rules and regulations promulgated there under), such Transaction Fee (excluding the Initial Fee and Monthly Fees) shall be specifically paid to SCA. In addition to the Initial Fee and Monthly Fees, under no circumstances will the Company be obligated to pay any fees in an aggregate

amount in excess of the Transaction Fee. Payment of the fee to SCA shall constitute and be deemed payment of the Transaction Fee under the Amended Engagement Agreement.

Any amendment, modification or other changes to this Amended Engagement Agreement must be in writing and signed by both parties to be enforceable.

Please indicate your acceptance of the foregoing by executing and returning the enclosed copy of this letter.

SSG ADVISORS, LLC

By: _____ _____
J. Scott Victor — Managing Director
Teresa C. Kohl — Managing Director

ACCEPTED:

IDEANOMICS, INC.

By: _____ November 7, 2024
Alfred Poor — Chief Executive Officer
Date

ATTACHMENT A
INDEMNIFICATION PROVISIONS

The Company agrees to indemnify, defend and hold harmless SSG or SCA, and their affiliates, the respective partners, members, directors, officers, agents and employees of SSG, SCA, and their affiliates and each other person, if any, controlling SSG, SCA, and their affiliates (the foregoing being referred to herein individually as an "Indemnified Party" and collectively as the "Indemnified Parties") from and against any and all losses, claims, damages, liabilities or costs, as and when incurred, to which such Indemnified Party may become subject to or which are asserted against any Indemnified Party, directly or indirectly, in any way related to SSG acting for the Company under the Amended Engagement Agreement of which this Attachment A forms a part, including, without limitation, in connection with: (a) any act or omission by SSG related to its engagement as financial advisor under the Amended Engagement Agreement; or (b) SSG's acceptance, or its performance or non-performance, of its obligations under said Amended Engagement Agreement. The Company will reimburse the Indemnified Parties for any reasonable and documented legal or other expenses incurred by them, as and when incurred, in connection with investigating, preparing or defending any such losses, claims, damages or liabilities or any action in respect thereof, whether or not in connection with pending or threatened litigation, and whether or not any Indemnified Party is a party thereto; provided, however, that the Company shall not be liable under the foregoing indemnity agreement in respect of any liability to the extent that such liability is found in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from SSG's gross negligence, bad faith, actual fraud, or willful misconduct in the performance of its duties under said Amended Engagement Agreement (and in such event, expenses of SSG paid by the Company in advance that are reasonably attributable thereto shall be promptly reimbursed in full to the Company). The Company agrees that reliance by SSG on any publicly-available information, the information supplied by the Company to SSG in connection with said Amended Engagement Agreement or any directions furnished by the Company shall not constitute gross negligence, bad faith or willful misconduct by SSG.

In order to provide for just and equitable contribution, if a claim for indemnification is made pursuant to said Amended Engagement Agreement but it is found in a final judgment by a court of competent jurisdiction, not subject to further appeal, that such indemnification may not be enforced in such case, the Indemnified Parties, on the one hand, and the Company, on the other hand, shall each contribute to the amount paid or payable as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnified Parties, on the one hand, and the Company, on the other hand, and the relative benefits to the Indemnified Parties, on the one hand, and the Company, on the other hand, arising out of the particular matter or transaction which gave rise to such loss, claim, damage, liability or costs, and all other relevant equitable considerations shall also be taken into account. No person found liable for a fraudulent misrepresentation shall be entitled to contribution from any person who is not also found liable for such fraudulent misrepresentation.

The provisions of this Attachment A shall survive any termination of said Amended Engagement Agreement.

Exhibit B

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
IDEANOMICS, INC., *et al.*,[1]	Case No. 24-12728 (CTG)
Debtors.	(Jointly Administered)
	Related Docket No. 68 & 114

ORDER AUTHORIZING THE DEBTORS TO RETAIN AND EMPLOY SSG ADVISORS, LLC AS INVESTMENT BANKER TO THE DEBTORS EFFECTIVE AS OF THE PETITION DATE AND WAIVING CERTAIN TIME-KEEPING REQUIREMENTS

Upon the application (the "Application")[2] of the Debtors for entry of an order pursuant to sections 327(a), 328, and 1107(b) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 2014-1 and 2016-2(h) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") authorizing the Debtors to (i) employ and retain SSG Advisors, LLC ("SSG"), as investment banker to the Debtors as of the Petition Date in accordance with the amended engagement agreement attached to the Application as **Exhibit B** (the "Amended Engagement Agreement"); and (ii) modifying certain information requirements of Local Rule 2016-2, all as more fully set forth in the Application; and upon consideration of the *Declaration of J. Scott Victor in Support of the Debtors' Application for an Order Authorizing the Debtors to Retain and Employ SSG Advisors, LLC as Investment Banker*

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

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Application.

to the Debtors Effective as of the Petition Date and Waiving Certain Time-Keeping Requirements (the "Victor Declaration"), submitted in support of the Application; and this Court having reviewed the Application, the First Day Declaration, and the Victor Declaration; and this Court having found that (a) this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; (b) this is a core proceeding pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b); (c) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (d) due and proper notice of the Application was sufficient under the circumstances and that no other or further notice is necessary; and this Court being satisfied that SSG is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code; and that SSG does not hold or represent an interest adverse to the Debtors' estates; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and no objections having been filed to the Application; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, creditors, and other parties-in-interest; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is **GRANTED** as set forth herein.

2. Pursuant to sections 327(a), 328, and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-2(h), the Debtors are authorized to retain and employ SSG as investment banker to the Debtors in accordance with the terms and conditions of the Amended Engagement Agreement, effective as of the Petition Date.

3. The terms of the Amended Engagement Agreement are approved in all respects except as limited or modified herein.

4. All of SSG's compensation set forth in the Amended Engagement Agreement, including, without limitation, the Fee and Expense Structure, is approved pursuant to section 328(a) of the Bankruptcy Code, and SSG shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of the Amended Engagement Agreement, subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of the Court.

5. None of the fees payable to SSG shall constitute a "bonus" or enhancement under applicable law.

6. SSG shall file a final fee application for final allowance of compensation for services and reimbursement of expenses pursuant to the procedures set forth in section 330 and 331 of the Bankruptcy Code; *provided, however*, the final fee application filed by SSG shall be subject to review only pursuant to the standard of review set forth in section 328 of the Bankruptcy Code and not subject to the standard of review set forth in section 330 of the Bankruptcy Code.

7. Notwithstanding any provision to the contrary in this Order, the U.S. Trustee shall have the right to object to SSG's request for final compensation based on the reasonableness standard provided in section 330 of the Bankruptcy Code, not section 328(a) of the Bankruptcy Code. This Order and the record relating to the Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of SSG's fees under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of SSG's fees.

8. SSG is granted a waiver of the information requirements relating to compensation requests set forth in Local Rule 2016-2(d) as requested in the Application. Among other things, SSG shall maintain records of services rendered for the Debtors, including summary descriptions of those services, the time expended in providing those services in half-hour increments, and the identity of the individuals who provided those services. SSG shall include such records in its final fee application. For the avoidance of doubt, SSG shall be paid its Monthly Fees without the need for monthly or interim applications for compensation; *provided, however*, SSG will submit monthly fee invoices to the U.S. Trustee and any official committee of unsecured creditors (the "Committee") if appointed, describing in narrative fashion the work performed during the monthly period by each professional working on the engagement. SSG will submit the monthly fee invoices to the U.S. Trustee and Committee by the twentieth (20th) day of each calendar month.

9. To the extent that SSG uses the services of independent contractors or subcontractors (collectively, the "Contractors") in these cases, SSG shall (i) pass through the cost of such Contractors at the same rate that SSG pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for SSG; and (iv) file with this Court the disclosures required by Bankruptcy Rule 2014.

10. The Debtors shall be bound by the indemnification, contribution, reimbursement, exculpation, and other provisions of the Amended Engagement Agreement and will indemnify and hold harmless SSG and the other Indemnified Parties (as defined in the Amended Engagement Agreement), pursuant to the Amended Engagement Agreement, subject to the following:

a. The Indemnified Parties (as defined in the Amended Engagement Agreement) shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Amended Engagement Agreement for services, unless such services and the indemnification, contribution, or reimbursement are approved by this Court;

b. The Debtors shall have no obligation to indemnify any Indemnified Party, or provide contribution or reimbursement to any Indemnified Party, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from any Indemnified Party's gross negligence, fraud, willful misconduct, breach of fiduciary duty, if any, bad faith or self-dealing; (ii) for a contractual dispute in which the Debtors allege the breach of any Indemnified Party's contractual obligations, unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Company*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in the clauses (i) and (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which the Indemnified Party should not receive indemnity, contribution, or reimbursement under the terms of the Amended Engagement Agreement; and

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (such order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these cases, any of the Indemnified Parties believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Amended Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, such Indemnified Party must file an application in this Court, and the Debtors must not pay any such amounts to such Indemnified Party before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by the Indemnified Parties for indemnification, contribution, or reimbursement, and is not a provision limiting the duration of the Debtors' obligation to indemnify the Indemnified Parties. All parties in interest shall retain the right to object to any demand by the Indemnified Parties for indemnification, contribution, or reimbursement.

11. Any limitation of liability pursuant to the terms and conditions set forth in the Amended Engagement Agreement, or otherwise, are hereby eliminated for the duration of these cases.

12. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these chapter 11 cases to cases under chapter 7; provided, however, for avoidance of doubt, nothing in this Order obligates any chapter 11 trustee or chapter 7 trustee appointed in these cases to employ SSG.

13. SSG shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these cases.

14. To the extent there is any inconsistency between this Order, the Victor Declaration, the Amended Engagement Agreement, and the Application, this Order shall govern.

15. Notice of the Application is deemed to be good and sufficient notice of such Application, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

16. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon its entry.

17. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

18. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: January 8th, 2025
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit C

Exhibit C – Time Records

SSG's professionals working full time on this assignment are:

J. Scott Victor ("JSV") – Managing Director

Teresa C. Kohl ("TCK") – Managing Director

Neil Gupta ("NG") – Managing Director

Patrick D. Swanick ("PDS") – Vice President

Samuel P. Charlton ("SPC") – Associate

A description of the services provided and time expended by the professionals is included below:

Description of Services	Time Expended (# Hours)					
	JSV	TCK	NG	PDS	SPC	Total
Drafted sale process marketing materials, including an information memorandum, executive summary, data room, and potential buyers list	4.0	4.0	15.0	26.0	31.0	**80.0**
Contacted potential buyers with executive summary and conducted follow-up diligence calls	5.0	5.0	22.0	21.5	21.5	**75.0**
Coordinated the execution of confidentiality agreements for such potential buyers wishing to review the information memorandum and/or data room	2.0	2.0	8.0	6.0	4.0	**22.0**
Facilitated due diligence and coordinated site visits and management calls for interested buyers	4.0	3.5	12.0	14.0	12.0	**45.5**
Advised and assisted the Company and advisors in structuring the sale and negotiating the transaction agreements for both the stalking horse bidder and another bidder	11.0	10.0	11.5	8.5	5.5	**46.5**
Reviewed and discussed cash forecasts with CRO and other advisors	2.0	2.0	5.0	6.0	2.0	**17.0**
Reviewed, revised and discussed sale related filings	6.5	5.0	7.0	2.5	1.5	**22.5**
Attended court hearings and prepared to act as a witness if called upon	2.5	2.5	2.5	2.5	0.0	**10.0**
Participated in regular update calls with the Debtors' advisors and management	16.0	16.0	16.0	16.0	16.0	**80.0**
Provided general updates to DIP lender	6.0	6.0	6.0	6.0	2.0	**26.0**
Otherwise assisted the Company and its professionals	21.0	19.5	22.5	19.5	16.5	**99.0**
Total Hours:	**80.0**	**75.5**	**127.5**	**128.5**	**112.0**	**523.5**

Exhibit D

Ideanomics, Inc.
Expense Detail
SSG Advisors, LLC

Date	Professional	Expense Type		Amount
4-Dec-24	SSG	Virtual Data Room	$	2,250.00
7-Mar-25	SSG	Virtual Data Room		750.00
			$	**3,000.00**