

13-13086-KG Fisker Automotive, Inc.
Case type: bk **Chapter:** 11 **Asset:** Yes **Vol:** v **Judge:** Kevin Gross
Date filed: 11/22/2013 **Date of last filing:** 11/23/2013

Case Summary

Office:
 Delaware
County:
 ORANGE-CA
Filed: 11/22/2013
Terminated:

Fee: Paid
Origin: 0
Previous term:
Debtor discharged:
Reopened:
Converted:
Debtor dismissed:
Confirmation hearing:

Joint: n
Original chapter: 11
Current chapter: 11

Nature of debt: business
Pending status: Awaiting First Meeting
Flags: MEGA, PlnDue, DsclsDue

Trustee: City: Wilmington
 United States **Phone:** 302-573-6491 **Fax:** 302-573-6497
 Trustee

Email:
 USTPREGION03.WL.ECF@USDOJ.GOV

Party 1: Fisker Automotive, Inc. (Debtor)
 Tax ID / EIN: 26-0689075

Atty: Laura Davis Jones **Represents party 1:** Debtor
Phone: 302 652-4100
Fax: 302-652-4400
Email: ljones@pszjlaw.com

Location of case files:
Volume: CS1
 The case file may be available.

UNITED STATES BANKRUPTCY COURT

District of Delaware

VOLUNTARY PETITION

Name of Debtor (if individual, enter Last, First, Middle): Fisker Automotive, Inc.

Name of Joint Debtor (Spouse) (Last, First, Middle):

All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):

All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):

Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all): 26-0689075

Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all):

Street Address of Debtor (No. and Street, City, and State): 5515 E. La Palma Ave. Anaheim, California ZIP CODE 92807

Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE

County of Residence or of the Principal Place of Business: Orange County

County of Residence or of the Principal Place of Business:

Mailing Address of Debtor (if different from street address): ZIP CODE

Mailing Address of Joint Debtor (if different from street address): ZIP CODE

Location of Principal Assets of Business Debtor (if different from street address above): ZIP CODE

Type of Debtor (Form of Organization) (Check one box.)
Individual (includes Joint Debtors) See Exhibit D on page 2 of this form.
Corporation (includes LLC and LLP)
Partnership
Other (If debtor is not one of the above entities, check this box and state type of entity below.)

Nature of Business (Check one box.)
Health Care Business
Single Asset Real Estate as defined in 11 U.S.C. § 101(51B)
Railroad
Stockbroker
Commodity Broker
Clearing Bank
Other

Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.)
Chapter 7
Chapter 9
Chapter 11
Chapter 12
Chapter 13
Chapter 15 Petition for Recognition of a Foreign Main Proceeding
Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding

Chapter 15 Debtors
Country of debtor's center of main interests:
Each country in which a foreign proceeding by, regarding, or against debtor is pending:

Tax-Exempt Entity (Check box, if applicable.)
Debtor is a tax-exempt organization under title 26 of the United States Code (the Internal Revenue Code).

Nature of Debts (Check one box.)
Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
Debts are primarily business debts.

Filing Fee (Check one box.)
Full Filing Fee attached.
Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A.
Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.

Chapter 11 Debtors
Check one box:
Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D).
Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D).
Check if:
Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (amount subject to adjustment on 4/01/13 and every three years thereafter).
Check all applicable boxes:
A plan is being filed with this petition.
Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information

THIS SPACE IS FOR COURT USE ONLY

Debtor estimates that funds will be available for distribution to unsecured creditors.
Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

Estimated Number of Creditors (on a consolidated basis)
1-49
50-99
100-199
200-999
1,000-5,000
5,001-10,000
10,001-25,000
25,001-50,000
50,001-100,000
Over 100,000

Estimated Assets (on a consolidated basis)
\$0 to \$50,000
\$50,001 to \$100,000
\$100,001 to \$500,000
\$500,001 to \$1 million
\$1,000,001 to \$10 million
\$10,000,001 to \$50 million
\$50,000,001 to \$100 million
\$100,000,001 to \$500 million
\$500,000,001 to \$1 billion
More than \$1 billion

Estimated Liabilities (on a consolidated basis)
\$0 to \$50,000
\$50,001 to \$100,000
\$100,001 to \$500,000
\$500,001 to \$1 million
\$1,000,001 to \$10 million
\$10,000,001 to \$50 million
\$50,000,001 to \$100 million
\$100,000,001 to \$500 million
\$500,000,001 to \$1 billion
More than \$1 billion

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>	Name of Debtor(s): Fisker Automotive, Inc.
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All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)

Location Where Filed:	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)

Name of Debtor: Fisker Automotive Holdings, Inc.	Case Number:	Date Filed:
District: District of Delaware	Relationship:	Judge:

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).

X _____
Signature of Attorney for Debtor(s) (Date)

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.

No. See Attached Exhibit C.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D, completed and signed by the debtor, is attached and made a part of this petition.

If this is a joint petition:

Exhibit D, also completed and signed by the joint debtor, is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box.)

- Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes.)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

- Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.
- Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

<p>Voluntary Petition <i>(This page must be completed and filed in every case.)</i></p>	<p>Name of Debtor(s): Fisker Automotive, Inc.</p>
Signatures	
<p style="text-align: center;">Signature(s) of Debtor(s) (Individual/Joint)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Debtor</p> <p>X _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (if not represented by attorney)</p> <p>_____ Date</p>	<p style="text-align: center;">Signature of a Foreign Representative</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.</p> <p>(Check only one box.)</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p> <p>X _____ (Signature of Foreign Representative)</p> <p>_____ (Printed Name of Foreign Representative)</p> <p>_____ Date</p>
<p>X _____ Signature of Attorney* Signature of Attorney for Debtor(s)</p> <p>Printed Name of Attorney for Debtor(s) Pachulski Stang Ziehl & Jones LLP</p> <p>Firm Name</p> <p>919 North Market Street, 17th Floor, P.O. Box 8705 Wilmington, Delaware 19899-8705 (Courier 19801)</p> <p>Address</p> <p>(302) 652-4100 Telephone Number</p> <p>11/22/2013 Date</p> <p><small>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</small></p>	<p style="text-align: center;">Signature of Non-Attorney Bankruptcy Petition Preparer</p> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)</p> <p>_____ Address</p> <p>X _____ Signature</p> <p>_____ Date</p> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.</p> <p>Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><small>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.</small></p>
<p style="text-align: center;">Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u>Marc Bellinson</u> Signature of Authorized Individual Marc Bellinson Printed Name of Authorized Individual Chief Restructuring Officer Title of Authorized Individual 11/22/2013 Date</p>	

B 1C (Official Form 1, Exhibit C) (9/01)

[If, to the best of the debtor's knowledge, the debtor owns or has possession of property that poses or is alleged to pose a threat of imminent and identifiable harm to the public health or safety, attach this Exhibit "C" to the petition.]

UNITED STATES BANKRUPTCY COURT

District of Delaware

In re	Fisker Automotive, Inc.	,	)	Case No.	13-[____] (____)
	Debtor)		
)		
			)	Chapter	11

EXHIBIT "C" TO VOLUNTARY PETITION

1. Identify and briefly describe all real or personal property owned by or in possession of the debtor that, to the best of the debtor's knowledge, poses or is alleged to pose a threat of imminent and identifiable harm to the public health or safety (attach additional sheets if necessary):

The Debtor does not believe it owns or possesses any real or personal property that poses or is alleged to pose a threat of imminent and identifiable harm to the public health or safety. The Debtor notes that it is not aware of any definition of "imminent and identifiable harm" as used in this form.

2. With respect to each parcel of real property or item of personal property identified in question 1, describe the nature and location of the dangerous condition, whether environmental or otherwise, that poses or is alleged to pose a threat of imminent and identifiable harm to the public health or safety (attach additional sheets if necessary):

The Debtor is not aware of any dangerous conditions existing on or related to any real or personal property owned or possessed by the Debtor that pose or are alleged to pose a threat of imminent and identifiable harm to the public health or safety. The Debtor notes that it is not aware of any definition of "imminent and identifiable harm" as used in this form.

FISKER AUTOMOTIVE HOLDINGS, INC.
&
FISKER AUTOMOTIVE, INC.
CORPORATE SECRETARY'S CERTIFICATE

I, Marc Beilinson, hereby certify that I am the duly appointed, qualified, and acting Secretary of Fisker Automotive Holdings, Inc. ("Holdings"), a Delaware corporation and Fisker Automotive, Inc. ("Fisker Automotive," and together with Holdings, the "Corporation"), a Delaware corporation, and hereby certify as follows:

1. Attached hereto as **Exhibit A** is a true, correct, and complete copy of resolutions adopted by the Board of Directors of the Corporation at a duly convened meeting on November 22, 2013, and such resolutions remain in full force and effect and have not been modified or rescinded.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 22 day of November, 2013.

By: Marc Beilinson
Name: Marc Beilinson
Title: Interim Secretary

Exhibit A

Resolutions of the Board of Directors

**RESOLUTIONS OF THE BOARD OF DIRECTORS OF
FISKER AUTOMOTIVE HOLDINGS, INC.
&
FISKER AUTOMOTIVE, INC.**

Effective as of this 22 day of November, 2013, pursuant to a special telephonic meeting on the same date, the board of directors (collectively, the “Board of Directors”) of Fisker Automotive Holdings, Inc. (“Holdings”), a Delaware corporation and Fisker Automotive, Inc. (“Fisker Automotive,” together with Holdings, the “Corporation”), a Delaware corporation, upon a motion duly made, with David Manion abstaining, and acting pursuant to the Corporation’s organizational documents, took the following actions and adopted the following resolutions:

WHEREAS, the Board of Directors of the Corporation has reviewed and had the opportunity to ask questions about the materials presented by the Corporation’s management and advisors regarding the liabilities and liquidity of the Corporation, the strategic alternatives available to the Corporation, and the impact of the foregoing on the Corporation’s businesses;

WHEREAS, the Board of Directors has considered, among other things, the Corporation’s available liquidity, liabilities, and ability to meet its obligations as they come due;

WHEREAS, the Board of Directors has had the opportunity to consult with the Corporation’s management and advisors to fully consider each of the strategic alternatives available to the Corporation;

WHEREAS, in connection with filing voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), the Corporation proposes to enter into a debtor-in-possession credit facility substantially in the form provided by that certain term sheet (the “DIP Term Sheet”) substantially in the form reviewed by the Board, dated on or about the date hereof, by and among Fisker Automotive as borrower, Holdings as guarantor, and Hybrid Technology, LLC as lender (the “DIP Lender”) authorizing the Corporation to incur the obligations contemplated by the DIP Term Sheet and use the Corporation’s cash collateral in a manner consistent with the DIP Term Sheet;

WHEREAS, in connection with filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code, the Corporation proposes to undertake a sale of substantially all its assets memorialized by a purchase agreement, dated on or about the date hereof, by and among Holdings, Fisker Automotive, and Hybrid Tech Holding, LLC (the “Purchase Agreement”) substantially in the form reviewed by the Board;

WHEREAS, the Corporation will obtain direct and indirect benefits from the transactions contemplated in the DIP Term Sheet;

WHEREAS, the Board of Directors has determined that it is advisable and in the best interests of the Corporation to sell, transfer, and assign certain assets and liabilities thereof pursuant to the Purchase Agreement;

WHEREAS, the Board of Directors has been notified of Mr. Manion's intent to resign from the Board subsequent to a chapter 11 filing by the Corporation, and the Board of Directors has considered the election of Bernard L. Zuroff to the Board of Directors upon such resignation; and

WHEREAS, the Board of Directors desires to approve the following resolutions.

I. Voluntary Petitions Under the Provisions of the Bankruptcy Code

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors has determined that it is desirable and in the best interests of the Corporation, its creditors, and other parties in interest, that the Corporation shall be and hereby is authorized to file or cause to be filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, thereby commencing chapter 11 cases for the Corporation (such voluntary chapter 11 cases, the "Chapter 11 Cases"); and be it further

RESOLVED, that the Chief Restructuring Officer or any officer designated by the Chief Restructuring Officer (each a "Designated Officer") in each case acting singly or jointly, be, and they hereby are, authorized, empowered, and directed to execute and file in the name and on behalf of the Corporation, and under its corporate seal or otherwise, all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all management action necessary, appropriate, desirable, or proper in connection with any of the Chapter 11 Cases, including, without limitation, any action necessary to maintain the ordinary course operation of the Corporation's business, including any actions necessary to retain any professionals deemed necessary (including, without limitation, Beilinson Advisory Group, LLC, Kirkland & Ellis LLP, Pachulski Stang Ziehl & Jones LLP, and Rust Consulting/Omni Bankruptcy) to assist the Corporation in the Chapter 11 Cases and in carrying out its duties under the provisions of the Bankruptcy Code.

II. Resignation; Election

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors accepts the resignation of Mr. Manion from the Board upon a chapter 11 filing by the Corporation and elects Mr. Zuroff to the Board of Directors upon such resignation.

III. Debtor-in-Possession Financing

NOW THEREFORE, BE IT RESOLVED, that the Corporation will obtain benefits from the incurrence of the obligations and the occurrence and

consummation of the transactions contemplated by the DIP Term Sheet substantially in the form provided to the Board, which are necessary and appropriate to the conduct, promotion, and attainment of the business of the Corporation; and be it further

RESOLVED, that the form, terms, and provisions of the DIP Term Sheet, and the grant of security interests, the borrowings, any guaranties of indebtedness thereunder, and the transactions contemplated thereby be, and hereby are authorized, adopted, and approved, and any Designated Officer or other officer of the Corporation is hereby authorized and empowered, in the name of and on behalf of the Corporation, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each of the transactions contemplated by the DIP Term Sheet substantially in the form provided to the Board and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents to which the Corporation is or will be a party or any order entered into in connection with the Chapter 11 Cases (collectively with the DIP Term Sheet, the "Financing Documents"), incur and pay or cause to be paid all related fees and expenses, with such changes, additions, and modifications thereto as a Designated Officer executing the same shall approve; and be it further

RESOLVED, that the Corporation, as debtors and debtors in possession under the Bankruptcy Code be, and hereby are, authorized to incur any and all obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the Financing Documents (collectively, the "Financing Transactions"), including granting liens on its assets to secure such obligations; and be it further

RESOLVED, that the Designated Officers be, and they hereby are, authorized, directed, and empowered in the name of, and on behalf of, the Corporation, as debtors and debtors in possession, to take such actions as in their discretion are determined to be necessary, desirable, or appropriate to execute, deliver, and file (a) the Financing Documents and such agreements, certificates, instruments, guaranties, notices, and any and all other documents, including, without limitation, any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of any Financing Documents, necessary, desirable, or appropriate to facilitate the Financing Transactions; (b) all petitions, schedules, lists, and other motions, papers, or documents, which shall in their sole judgment be necessary, proper, or advisable, which determination shall be conclusively evidenced by his or their execution thereof; (c) such other instruments, certificates, notices, assignments, and documents as may be reasonably requested by the DIP Lender; and (d) such forms of deposit, account control agreements, officer's certificates, and compliance certificates as may be required by the Financing Documents; and be it further

RESOLVED, that the Designated Officers be, and they hereby are, authorized, directed, and empowered in the name of, and on behalf of, the Corporation to file

or to authorize the DIP Lender to file any Uniform Commercial Code (“UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation, and any necessary assignments for security or other documents in the name of the Corporation that the DIP Lender deems necessary or convenient to perfect any lien or security interest granted under the Financing Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired,” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Corporation and such other filings in respect of intellectual and other property of the Corporation, in each case as the DIP Lender may reasonably request to perfect the security interests of the DIP Lender under the Financing Documents; and be it further

RESOLVED, that the Designated Officers be, and they hereby are, authorized, directed and empowered in the name of, and on behalf of, the Corporation to take all such further actions, including, without limitation, to pay or approve the payment of all fees and expenses payable in connection with the Financing Transactions and all fees and expenses incurred by or on behalf of the Corporation in connection with the foregoing resolutions, in accordance with the terms of the Financing Documents, which shall in their reasonable business judgment be necessary, proper, or advisable to perform the Corporation’s obligations under or in connection with the Financing Documents or any of the Financing Transactions and to fully carry out the intent of the foregoing resolutions; and be it further

RESOLVED, that each of the Designated Officers be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, the Corporation, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of any of the Financing Documents or to do such other things which shall in their sole judgment be necessary, desirable, proper, or advisable to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or their execution thereof.

IV. Purchase Agreement

NOW THEREFORE, BE IT RESOLVED, that the form, terms, and provisions of the Purchase Agreement, together with all exhibits and schedules attached thereto or ancillary documents contemplated thereby, substantially in the form provided to the Board, and the Corporation’s performance of its obligations under the Purchase Agreement be, and hereby are, in all respects adopted and approved; and be it further

RESOLVED, that each of the Designated Officers be, and hereby is, authorized, directed, and empowered to execute and deliver the Purchase Agreement, and each of the agreements, instruments, certificates and documents contemplated by

the Purchase Agreement, substantially in the form provided to the Board, in the name and on behalf of the Corporation, substantially in the form approved, with such changes therein and modifications thereto which shall in their sole judgment be necessary, desirable, proper, or advisable to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or their execution thereof; and be it further

RESOLVED, that each of the Designated Officers be, and hereby is, authorized, directed, and empowered to take all such further actions including, without limitation, to arrange for and enter into, amendments, amendments and restatements, extensions, supplemental agreements, instruments, filings, certificates, or documents relating to the transactions contemplated by the Purchase Agreement and to execute and deliver all such supplemental agreements, instruments, certificates, or documents in the name and on behalf of the Corporation, which shall in their sole judgment be necessary, desirable, proper, or advisable to give effect to the foregoing resolutions, which determination shall be conclusively evidenced by his or their execution thereof.

V. Further Actions and Prior Actions

NOW THEREFORE, BE IT RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Designated Officers, each of the Designated Officers and their designees shall be, and each of them hereby is, authorized, directed, and empowered, in the name of, and on behalf of, the Corporation and under its corporate seal or otherwise, to take or cause to be taken any and all such further action, and to execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents, and to pay all expenses, including but not limited to filing fees, in each case as in such officer's or officers' judgment shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it further

RESOLVED, that all members of the Board of Directors of the Corporation have received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents of the Corporation, or hereby waive any right to have received such notice; and be it further

RESOLVED, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Corporation, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts and deeds of the Corporation with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of the Board of Directors and that the Designated Officer did execute the same. The actions taken by this consent shall have the same force and

effect as if taken at a meeting of the Board of Directors duly called and constituted pursuant to the Bylaws of the Corporation and the laws of the State of the Corporation's incorporation.

VI. General

NOW THEREFORE, BE IT RESOLVED, that in order to fully carry out the intent and effectuate the purposes of the foregoing resolutions, the Board of Directors and each of the Designated Officers are hereby authorized to take all such further action, and to execute and deliver all such further instruments and documents in the name and on behalf of the Corporation, and under its corporate seal or otherwise pay all such fees and expenses, which shall in his or her business judgment may be necessary, proper, or advisable.

* * * * *

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

In re:	)	Chapter 11
)	
FISKER AUTOMOTIVE HOLDINGS, INC., et al., ¹	)	Case No. 13-[] ([])
)	
Debtors.	)	(Joint Administration Requested)
)	

**CONSOLIDATED LIST OF CREDITORS
HOLDING THE 35 LARGEST UNSECURED CLAIMS**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code. The following is the consolidated list of the Debtors’ creditors holding the 35 largest unsecured claims (the “Consolidated List”) based on the Debtors’ books and records as of approximately November 22, 2013. The Consolidated List is prepared in accordance with Rule 1007(d) of the Federal Rules of Bankruptcy Procedure for filing in these chapter 11 cases. The Consolidated List does not include (1) persons who come within the definition of “insider” set forth in 11 U.S.C. § 101(31) or (2) secured creditors. None of these creditors are minor children. The information contained herein shall neither constitute an admission of liability by, nor is it binding on, the Debtors. The information herein, including the failure of the Debtors to list any claim as contingent, unliquidated, or disputed, does not constitute a waiver of the Debtors’ right to contest the validity, priority, or amount of any claim. The Debtors further reserve all rights to amend the information set forth herein.

	NAME OF CREDITOR, COMPLETE MAILING ADDRESS, AND EMPLOYEE, AGENT, OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM <i>(bond debt, trade debt, bank loan, government contracts, etc.)</i>	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	AMOUNT OF CLAIM <i>(if secured, also state value of security)</i>
1.	BMW Group Petuelring 130 Muenchen 80788 Germany Tel: 49-89-382-32966 Fax: 49-89-382-25858 Email: josef.sb.schmid@bmw.de	Contract Damages	Contingent, Unliquidated, and Disputed	\$74,000,000.00

¹ The Debtors, together with the last four digits of each Debtors’ federal tax identification number, are: Fisker Automotive Holdings, Inc. (9678); and Fisker Automotive, Inc. (9075). For the purpose of these chapter 11 cases, the service address for the Debtors is: 5515 E. La Palma Ave., Anaheim, California 92807.

	NAME OF CREDITOR, COMPLETE MAILING ADDRESS, AND EMPLOYEE, AGENT, OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM <i>(bond debt, trade debt, bank loan, government contracts, etc.)</i>	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	AMOUNT OF CLAIM <i>(if secured, also state value of security)</i>
2.	Varroc Lighting Systems, Inc. Attn: Scott Borovich 17187 Laurel Park, Suite 200 Livonia, MI 48150 Tel: 734-446-4414 Email: sborovil@varroclighting.com	Trade Payable	Contingent, Unliquidated, and Disputed	\$11,408,442.19
3.	Magna Powertrain Attn: Alan Fratarcangeli ; Casey Gee Magna Technical Center 1955 Enterprise Dr. Rochester Hills, MI 48309 Tel: 248-265-4457 or 248-567-4468 Fax: 248-567-5000 Email: Alan.Fratarcangeli@magnaecar.com; casey.gee@magna.com	Trade Payable		\$11,174,935.97
4.	GP Supercars c/o Zamansky Attn: Jacob H. Zamansky 50 Broadway, 32nd Floor New York, NY 10004 Tel: 212-742-1414 Fax: 212-742-1177 Email: jake@zamansky.com	Trade Payable	Disputed	\$10,000,000.00
5.	Transmisiones Y Equipos Mecanicos S (Tremec) Attn: Robert A. Neal 14700 Helm Court Plymouth, MI 48170 Tel: 734-456-3700 Fax: 734-456-3739 Email: dave.hadley.@tremec.com	Trade Payable		\$8,797,966.00
6.	Valmet Automotive Attn: Ilpo Korhonen Domicile Uusikaupunki Finland Tel: 358-50-317-1517 Fax: 358-20-484-9109 Email: erik.torseke@valmet-automotive.com	Trade Payable	Disputed	\$8,502,172.05

	NAME OF CREDITOR, COMPLETE MAILING ADDRESS, AND EMPLOYEE, AGENT, OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM <i>(bond debt, trade debt, bank loan, government contracts, etc.)</i>	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	AMOUNT OF CLAIM <i>(if secured, also state value of security)</i>
7.	Changshu Intier Automotive Interiors Co., Ltd Attn: Guy Holland 288 Haiyu N. Rd., Changshu 215500 Jiangsu China Tel: 86-512-52-33-3515 Email: guyholland@ciai.com.cn	Trade Payable		\$7,121,925.00
8.	ZF North America, Inc. Attn: Thomas J. Schank 15811 Centennial Dr. Northville, MI 48168 Tel: 734-582-1189 Fax: 734-416-8331	Trade Payable		\$5,357,243.00
9.	Air International (US), Inc. Attn: John A. Sinelli 1265 Harmon Rd Auburn Hills, MI 48326 Tel: 248-391-7764 Fax: 248-819-1839 Email: jsinelli@ai-thermal.com	Trade Payable		\$4,800,000.00
10.	Jing-Jin Electric Technologies Attn: Ping Nu Building A5, Putianshiye Technology Park No.5 Jiangtai Road, Chaoyang District Beijing 100016 China Tel: 86-10-6433-8799 Fax: 86-10-6439-8479 Email: ping.yu@jjcen.com	Trade Payable	Contingent, Unliquidated	\$4,478,499.30
11.	General Motors Comp. Holdings, LLC 200 Upper Mountain Road Lockport, NY 14094 Tel: 716-439-3851 Fax: 716-439-2550	Trade Payable		\$3,715,112.00
12.	MTA USA Corp c/o Bryan Cave, LLP Attn: Aaron E. Davis 161 N. Clark St., #4300 Chicago, IL 60601 Tel: 312-602-5135 Fax: 312-698-7535 Email: aaron.davis@bryancave.com	Trade Payable	Contingent, Unliquidated	\$3,131,705.00

	NAME OF CREDITOR, COMPLETE MAILING ADDRESS, AND EMPLOYEE, AGENT, OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM <i>(bond debt, trade debt, bank loan, government contracts, etc.)</i>	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	AMOUNT OF CLAIM <i>(if secured, also state value of security)</i>
13.	Kuster Automotive Door Systems Gmbh Attn: Joochen Burk Am Bohnhof 13 35630 Ehringshausen Germany Tel: 0-64-43-62-0 Fax: 0-64-43-6-23-75 Email: ads@kuester.net	Trade Payable		\$2,988,047.00
14.	Visteon Corporation Attn: Sam Khoury One Village Ctr. Dr. Visteon Village - Bldg. 25, 3rd Fl. Van Buren Township, MI 48111 Tel: 734-710-4424 Fax: 734-710-7122 Email: skhoury1@visteon.com	Trade Payable	Contingent, Unliquidated	\$2,082,412.00
15.	Denso International America In 24777 Denso Dr. Southfield, MI 48086 Tel: 248-372-8508 Fax: 248-213--2472 Email: jayne_monroe@denso-diam.com	Trade Payable		\$2,000,000.00
16.	Amino North America Corporation c/o Brown Beattie O'Donovan Attn: Max P. Prince 1600-380 Wellington Street London, ON N6A 5B5 Canada Tel: 519-679-0400 Ext. 166 Fax: 519-679-6350 Email: mprince@bbo.on.ca	Trade Payable		\$1,277,106.66
17.	Ogihara America Corp 1480 W McPherson Park Drive Howell, MI 48843 Tel: 517-545-2176 Fax: 515-548-6079 Email: sgorelic@ogihara.com	Trade Payable	Contingent, Unliquidated	\$1,138,311.07
18.	Seger OY Merilinnuntie 1 Uusikaupunki 5 23500 Finland Tel: 358-40-079-0432 Fax: 358-2-846-6999 Email: seppo.yla-himanka@segertech.com	Trade Payable	Contingent, Unliquidated	\$1,006,837.00

	NAME OF CREDITOR, COMPLETE MAILING ADDRESS, AND EMPLOYEE, AGENT, OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM <i>(bond debt, trade debt, bank loan, government contracts, etc.)</i>	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	AMOUNT OF CLAIM <i>(if secured, also state value of security)</i>
19.	TK Holdings INC 2500 Takata Drive Auburn Hills, MI 48326 Tel: 248-340-7663 Fax: 248-373-2897 Email: mike.demaauric@takata.com	Trade Payable		\$944,840.00
20.	Exhibit Works, Inc. c/o Ruggerello Law Group L.L.P. Attn: Ryan P. Ruggerello 4041 MacArthur Boulevard, Suite 300 Newport Beach, CA 92660 Tel: 949-293-7689 Email: ryan@ruggerebellolaw.com	Trade Payable		\$942,122.00
21.	New Castle County Attn: Office of Finance 87 Reads Way New Castle, DE 19720 Tel: 302-323-2600 Email: dgrimaldi@nccde.org	Property Taxes		\$936,292.98
22.	Safeco Insurance Company 175 Berkeley Street Boston, MA 02116	Trade Payable		\$892,460.91
23.	Android Industries LLC Attn: Jason Vardon 2155 Executive Hills Blvd. Auburn Hills, MI 48326 Tel: 245-613-7499 Fax: 248-454-0501 Email: jvardon@android-ind.com	Trade Payable		\$886,903.61
24.	eMaxx Partners LLC 10 Hermitage Lane Laguna Niguel, CA 92677 Tel: 949-366-3180 Fax: 949-366-3180 Email: mhale@emaxxpartners.com	Trade Payable		\$877,802.57
25.	Orrick Herrington & Sutcliffe Attn: Mitch Zuklie Dept. 34461 San Francisco, CA 94139 Tel: (650) 614-7649 Fax: 1 (415) 773-5759 Email: mzuklie@orrick.com	Trade Payable		\$845,864.56


	NAME OF CREDITOR, COMPLETE MAILING ADDRESS, AND EMPLOYEE, AGENT, OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM <i>(bond debt, trade debt, bank loan, government contracts, etc.)</i>	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	AMOUNT OF CLAIM <i>(if secured, also state value of security)</i>
26.	Flex-N-Gate 1306 East University Ave Urbana, IL 61802 Tel: 586-759-8622 Fax: 586-759-8999 Email: dknapp@flexngate-mi.com	Trade Payable		\$792,000.00
27.	Ficotriad SA Avda. Josep Pujo, S/N Rubi, Barcelona 08191 Spain Tel: 34-935-610-114 Email: david.pascual@ficsosa.com	Trade Payable	Contingent, Unliquidated	\$754,396.08
28.	Howard Ternes Packaging Co. 12285 Dixie Street Redford, MI 48239 Tel: 313-531-5867 Fax: 313-531-2734 Email: da@ternespkg.com	Trade Payable		\$737,544.00
29.	Swift Demolition 469 Old Airport Rd. New Castle, DE 19720 Tel: 302-650-4579 Fax: 302-328-1837 Email: swiftsalvage@yahoo.com	Litigation	Contingent, Unliquidated, and Disputed	\$705,000.00
30.	Core-Tech, Inc 3171 John Conley Dr. Lapeer, MI 48446 Tel: 248-760-4113 Fax: 248-651-1449 Email: davidphillips@core-technic.com	Trade Payable	Contingent, Unliquidated	\$669,174.00
31.	Sterling Die & Engineering Inc c/o Berry Moorman 15767 Claire CT Macomb, MI 48042 Tel: 248-645-9680 Fax: 248-645-1233 Email: jschrot@berrymoorman.com	Litigation	Contingent, Unliquidated, and Disputed	\$656,724.00

	NAME OF CREDITOR, COMPLETE MAILING ADDRESS, AND EMPLOYEE, AGENT, OR DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM <i>(bond debt, trade debt, bank loan, government contracts, etc.)</i>	INDICATE IF CLAIM IS CONTINGENT, UNLIQUIDATED, DISPUTED, OR SUBJECT TO SETOFF	AMOUNT OF CLAIM <i>(if secured, also state value of security)</i>
32.	Model Master Spa Attn: Enrico Spedale Via Vittime di Piazza Fontana, 38 Moncalieri 10027 Italy Tel: 39-011-689-4656 Fax: 39-011-681-3042 Email: enrico.spedale@model-master.com	Trade Payable	Contingent, Unliquidated	\$649,380.00
33.	Continental Automotive Systems Inc One Continental Drive Auburn Hills, MI 48326 Tel: 248-393-5300 Fax: 248-393-6432 Email: craig.andreski@continental- corporation.com	Trade Payable	Contingent, Unliquidated	\$602,115.87
34.	M2 Motors c/o Frantz Ward LLP Attn: Emily C. Barlage 2500 Key Center 127 Public Square Cleveland, OH 44114 Tel: 216-515-1660 Fax: 216-515-1650 Email: ebarlage@frantzward.com	Trade Payable		\$590,166.84
35.	Yokohama Tire Corporation Attn: Tsuyoshi Johnson 2851 High Meadow Circle, Ste. 180 Auburn Hills, MI 48326 Tel: 248-538-2891 Fax: 248-377-1027 Email: jeremy.kahrs@yokohamatire.com	Trade Payable		\$570,655.00

**DECLARATION UNDER PENALTY
OF PERJURY ON BEHALF OF CORPORATION**

Pursuant to 28 U.S.C. § 1746, I, Marc Beilinson, the duly qualified Chief Restructuring Officer of Fisker Automotive Holdings, Inc., declare under penalty of perjury that I have reviewed the consolidated list of creditors holding the 35 largest unsecured claims and that it is true and correct to the best of my information and belief.

Dated: November 22, 2013



Marc Beilinson
Chief Restructuring Officer

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

In re:)	
	)	Chapter 11
FISKER AUTOMOTIVE, INC.,	)	Case No. 13-[] ([])
)	
Debtor.)	
)	


LIST OF EQUITY SECURITY HOLDERS¹

Debtor	Equity Holder	Address of Equity Holder	Percentage of Equity Held
Fisker Automotive, Inc.	Fisker Automotive Holdings, Inc.	5515 E. La Palma Ave. Anaheim, California 92807	100%

DECLARATION UNDER PENALTY OF PERJURY

I, Marc Beilinson, the undersigned Chief Restructuring Officer of Fisker Automotive, Inc., named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list of equity security holders and that it is true and correct to the best of my information and belief.

Dated: November 22, 2013



 Marc Beilinson
 Chief Restructuring Officer

¹ This list serves as the disclosure required to be made by the debtor pursuant to Rule 1007 of the Federal Rules of Bankruptcy Procedure. All equity positions listed are based on the above-captioned debtor's books and records.

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

In re:))	
	)		)	Chapter 11
FISKER AUTOMOTIVE, INC.,	)		)	Case No. 13-[] ([])
))	
Debtor.))	
))	

CERTIFICATION OF CREDITOR MATRIX

Pursuant to Rule 1007-2 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware, the above-captioned debtor and its affiliated debtors in possession (collectively, the “Debtors”)¹ hereby certify that the *Creditor Matrix* submitted herewith contains the names and addresses of the Debtors’ known creditors per the Debtors’ books and records. To the best of the Debtors’ knowledge, the *Creditor Matrix* is complete, correct, and consistent with Debtors’ books and records.


The information contained herein is based upon a review of the Debtors’ books and records as of the petition date and the Debtors reserve all rights to supplement the *Creditor Matrix*. However, no comprehensive legal and/or factual investigations with regard to possible defenses to any claims set forth in the *Creditor Matrix* have been completed. Therefore, the listing does not, and should not, be deemed to constitute: (1) a waiver of any defense to any listed claims; (2) an acknowledgement of the allowability of any listed claims; and/or (3) a waiver of any other right or legal position of the Debtors.

¹ The Debtors, together with the last four digits of each Debtors’ federal tax identification number, are: Fisker Automotive Holdings, Inc. (9678); and Fisker Automotive, Inc. (9075). For the purpose of these chapter 11 cases, the service address for the Debtors is: 5515 E. La Palma Ave., Anaheim, California 92807.

**DECLARATION UNDER PENALTY OF PERJURY
CONCERNING CERTIFICATION OF CREDITOR MATRIX**

I declare under the penalty of perjury that the foregoing is true and correct to the best of my information and belief.

Dated: November 22, 2013



Marc Beilinson
Chief Restructuring Officer

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

)	
In re:	)	Chapter 11
FISKER AUTOMOTIVE, INC.,	)	Case No. 13-[] ([])
Debtor.)	

CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following organizational chart identifies all entities having a direct or indirect ownership interest, of the above-captioned debtor in possession (the "Debtor") and any entity in which the Debtor owns an interest.

DECLARATION UNDER PENALTY OF PERJURY

I, Marc Beilinson, the undersigned Chief Restructuring Officer of Fisker Automotive, Inc., the Debtor in this case, declare under penalty of perjury that I have read the corporate ownership statement and that it is true and correct to the best of my information and belief.

Dated: November 22, 2013

Marc Beilinson

 Marc Beilinson
 Chief Restructuring Officer

Corporate Organizational Chart

