**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | § | |
| | § | |
| AMPLE, INC., *et al.*,[1] | § | Case No. 25-90817 (CML) |
| | § | Chapter 11 |
| Debtors. | § | (Joint Administration Requested) |
| | § | |

**EMERGENCY MOTION OF THE DEBTORS**
**FOR ENTRY OF INTERIM AND FINAL ORDERS**
**(A) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (B) GRANTING LIENS AND PROVIDING CLAIMS WITH SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (C) MODIFYING THE AUTOMATIC STAY, (D) SCHEDULING A FINAL HEARING, AND (E) GRANTING RELATED RELIEF**

**Emergency relief has been requested. Relief is requested not later than 2:00 p.m. (prevailing Central Time) on December 18, 2025.**

**If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing, if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.**

**A hearing will be conducted on this matter on December 18, 2025 at 2:00 p.m. (prevailing Central Time) in Courtroom 402, 4th floor, 515 Rusk Street, Houston, Texas 77002.**

**Participation at the hearing will only be permitted by an audio and video connection.**

**Audio communication will be by use of the Court's dial-in facility. You may access the facility at (832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Lopez's conference room number is 590153. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Lopez's home page. The meeting code is "JudgeLopez". Click the settings icon in the upper right corner and enter your name under the personal information setting.**

**Hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Lopez's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.**

[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's taxpayer identification number are: Ample Inc. (4015) and Ample Texas EV, LLC (6832). A copy of this Motion is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

Ample, Inc. and its subsidiary in the above-captioned cases, as debtors and debtors in possession (collectively, the "Debtors"), respectfully state as follows in support of this motion (this "Motion"):[2]

## RELIEF REQUESTED

1. By this Motion, the Debtors seek entry of interim and final orders (the "Interim Order" and the "Final Order" and, together, the "DIP Orders"), substantially in the forms attached hereto, among other things, that:

a. authorizes the DIP Facility and the First Interim Draw (and attendant fees), under the terms attached on **Exhibit A**.

d. authorizes the Debtors to use the proceeds of the DIP Facilities in accordance with the terms of the proposed DIP Orders and the DIP Documents, subject to the Approved Budget;

e. approves and authorizes the Debtors and the Guarantors to (a) enter into, execute, and perform under the DIP Documents and (b) take and perform all other acts and steps as may be required or contemplated by or in connection with the DIP Documents and the proposed DIP Orders;

f. grants to the DIP Lender, subject to the applicable Carve Out, valid, enforceable, nonavoidable, automatically perfected and enforceable liens (as defined in section 101(37) of the Bankruptcy Code), junior solely to the applicable Carve Out, in and upon all of the applicable DIP Collateral held by the applicable Debtors to secure the applicable DIP Obligations as provided by and more fully defined in the DIP Documents, which liens shall be secured by the DIP Collateral;

g. grants to the DIP Lender, subject to the applicable Carve Out, allowed superpriority administrative expense claim status (junior solely to the applicable Carve Out) for the applicable DIP Obligations in each of the Chapter 11 Cases of the Borrowers and each applicable Debtor and any of their Successor Cases (as defined herein), pursuant to section 364(c)(1) of the Bankruptcy Code, subject to the terms of the Interim DIP Order;

h. authorizes the application of the proceeds of all of the DIP Collateral in the manner and on the terms set forth in the proposed DIP Orders;

[2] Capitalized terms used but not defined herein have the meanings given to them in the Term Sheet. To the extent of a conflict, the proposed Interim Order controls.

i. authorizes the Debtors to pay the principal, interest, premiums, fees, expenses, and other amounts payable under the DIP Facility as such become earned, due and payable, including, the Commitment Fee, the Funding Fee, the Exit Fee, the Diligence Fee and all other fees defined in the Term Sheet along with the reasonable and documented fees and disbursements of the applicable DIP Lender's attorneys, financial advisors, accountants, consultants, and other advisors, all to the extent provided in, and in accordance with, the applicable DIP Documents;

k. authorizes the Debtors to waive (x) any right to surcharge any collateral pursuant to sections 105(a) and 506(c) of the Bankruptcy Code or otherwise, (y) the equitable doctrine of marshaling and other similar doctrines, and (z) the "equities of the case" exception under section 552(b) of the Bankruptcy Code, subject to and effective upon (a) entry of the Final Order and (b) entry of the proposed Interim Order, with respect to the DIP Collateral, in each case except to the extent of the Carve Out;

l. approves, subject to and upon consummation of a sale or refinancing transaction a release of claims against the DIP Lender;

m. modifies the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate the terms and provisions of the DIP Documents and the proposed Interim Order and waives the 14-day stay provisions of Bankruptcy Rule 4001(a)(3);

n. waives the notice requirements of Bankruptcy Rule 6004(a), and any applicable stay (including under Bankruptcy Rule 6004), and provides for immediate effectiveness of the proposed Interim Order; and

o. schedules a final hearing on this Motion (the "Final Hearing") for entry of a Final Order authorizing the DIP Facilities as contemplated in the proposed Interim Order on a final basis and granting such other relief as is requested therein.

2. The Debtors' initial budget reflecting the anticipated disbursements for each calendar week during the period from the Petition Date through and including the end of the 13th calendar week following the Petition Date is appended to the Proposed Order as **Exhibit 1** (the "Initial Budget" which is the first Approved Budget as defined in the proposed Interim Order) to the proposed Interim Order.

## JURISDICTION AND VENUE

3. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction to consider this Motion under 28 U.S.C. § 1334. This is a core

proceeding pursuant to 28 U.S.C. § 157(b) and the Court may enter a final order consistent with Article III of the United States Constitution. Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

4. The statutory and legal predicates for the relief requested herein are sections 105, 361, 362, 363, 364, 503, 506, 507 and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rules 2002-1, 4001-1, 4002-1, and 9013-1 of the Bankruptcy Local Rules (the "Bankruptcy Local Rules") for the Court; and the Procedures for Complex Cases in the Southern District of Texas.

## BACKGROUND

5. On December 16, 2025 (the "Petition Date"), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in the Chapter 11 Cases.

6. The Chapter 11 Cases are being jointly administered, for procedural purposes, pursuant to Bankruptcy Rule 1015(b) and Bankruptcy Local Rule 1015-1.

7. Founded in 2014, Ample's mission is to address fleet electrification challenges by developing modular battery-swapping solutions that make EV energy replenishment fast, convenient, and scalable. The Company has developed proprietary autonomous swapping stations, modular battery systems, and integrated vehicle hardware and software that allow depleted EV batteries to be exchanged for fully charged ones in minutes, without requiring significant vehicle re-engineering and with materially less downtime than conventional charging. Ample's modular

stations can be deployed quickly, require a compact footprint, and are designed to support a wide range of OEM vehicle platforms, making them well suited for urban and suburban environments.

8. Additional factual background regarding the Debtors, including their business, their capital structure, and the events leading to the commencement of the Chapter 11 Cases is set forth in the *Declaration of John D. Baumgartner , Chief Restructuring Officer of the Debtors, in Support of the Chapter 11 Petitions and First-Day Relief* (the "First Day Declaration"), filed prior to the filing of this Motion and incorporated herein by reference.

## PRELIMINARY STATEMENT

9. Beginning in late 2023 and throughout 2024, Ample faced an increasingly challenging commercial and capital environment with industry-wide reduction in both public and private renewable energy investment which, exacerbated by ongoing supply-chain challenges, has impacted Ample's ability to obtain additional funding needed to fully scale and commercialize Ample's technology. While the Company this year raised additional liquidity to fund scaling and development, it ultimately proved to be insufficient. As a result, Ample is left with technology that remains highly effective and well-proven, but it still needs additional capital in order to achieve commercial deployment and scale.

10. Throughout 2025, Ample actively engaged with strategic and capital providers in pursuit of a transaction that would enable the company to advance toward commercial deployment and scale with OEM and blue-chip fleet partners. Ample and its subsidiary commenced these Chapter 11 Cases in order to continue to pursue a going-concern sale or other transaction supported by debtors-in-possession financing. After evaluating multiple restructuring alternatives, the Debtors determined that an in-court sale process would provide the best opportunity to protect and maximize value for all stakeholders.

11. Ample explored financing alternatives to sustain its operations and continue its development and expansion efforts. In 2025, the Company raised approximately $35 million in convertible notes to extend liquidity for operations and international pilot projects. In parallel, the Debtors engaged an investment banker in early 2025 to pursue a recapitalization of the Company to support its strategic partnerships and expansion of the Company's Spanish and Japanese pilots. Those processes continued into the third quarter of 2025, but did not result in committed financing or another transaction.

12. To extend their runway and further negotiate out-of-court sale options, the Debtors executed two excess battery-cell inventory sales, including one immediately before filing these cases. The proceeds have been used, and will continue to be used, to fund operations as a bridge to a transaction and also to get to the DIP lending agreement.

13. The terms of the proposed DIP Financing, including the amount of the DIP Facility, the DIP Budget, the pricing, the milestones, and the scope of the liens and superpriority claims to be granted to the DIP Lender, were extensively negotiated in good faith and at arm's-length between the Debtors and the DIP Lender. The Debtors, in consultation with their advisors, determined that the DIP Financing provided by the DIP Lender constitutes the best and, indeed, only actionable financing available to the Debtors on the timeline required to preserve value.

14. As described herein and the First Day Declaration, the proposed DIP Financing is the best financing package available to the Debtors and a key component to the Debtors' ability during the Chapter 11 Cases to maximize value for the benefit of all stakeholders. For these reasons and others stated herein, the Debtors respectfully submit that the relief requested in the Motion should be granted.

## CONCISE STATEMENT PURSUANT TO COMPLEX CASE PROCEDURES AND BANKRUPTCY RULE 4001[3]

15. Pursuant to paragraph 8 of the Complex Case Procedures, the proposed DIP Financing and/or Interim Order contains the following provisions:

| Summary of Material Terms of Proposed DIP Financing | |
|---|---|
| **Material Term** | **Twelve Bridge Capital, LLC** |
| **Parties to the DIP Facility**<br>*Fed. R. Bankr. P. 4001(c)(1)(B)* | Ample, Inc., as borrower (the "Borrower"), and Ample Texas EV, LLC, as guarantor (together with the Borrower, the "Loan Parties"), under a superpriority secured priming multi-draw term loan debtor-in-possession facility with Twelve Bridge Capital, LLC ("12BC") as sole DIP lender. |
| **Purpose**<br>*Fed. R. Bankr. P. 4001(c)(1)(B)* | The DIP Facility will be used (a) to fund transaction costs, fees, and expenses incurred in connection with the DIP Facility (including the reasonable and documented fees and expenses of the DIP Lender's professionals), (b) to pay the Debtors' professional fees, and (c) to fund working capital and other general corporate and chapter 11 administrative expenses, and payments pursuant to the "First" and "Second" Day Orders, in each case in accordance with the Approved Budget and the DIP Orders. |
| **Borrowing Limits**<br>*Fed. R. Bankr. P. 4001(c)(1)(B)* | A secured superpriority priming multi-draw term loan facility in an aggregate principal amount of up to $6,000,000 (the "DIP Commitment"), of which up to $2,500,000 is available upon entry of the Interim Order (the "Interim Draw") and the balance is available upon entry of the Final Order and satisfaction of the conditions precedent. Each draw permanently reduces the DIP Commitment and amounts repaid may not be reborrowed. |
| **Approved Budget**<br>*Fed. R. Bankr. P. 4001(c)(1)(B)* | The DIP Facility is governed by a thirteen-week cash flow budget (as updated, the "Approved Budget") in form and substance reasonably acceptable to the DIP Lender. Disbursements must be consistent with the Approved Budget, subject to a cumulative 15% permitted variance for aggregate operating expenses and customary weekly reporting and variance testing in favor of the DIP Lender. |
| **Maturity Date**<br>*Fed. R. Bankr. P. 4001(c)(1)(B)* | All DIP Obligations are due and payable in full in cash (or such other consideration as may be agreed with the DIP Lender) upon the earliest of: (i) April 3, 2026, subject to a Maturity Date extension; (ii) the closing of any sale or disposition of all or substantially all of the Debtors' assets; (iii) consummation of any recapitalization or the effective date of any chapter 11 plan for the Debtors; (iv) dismissal or conversion of the Chapter 11 Cases to chapter 7; (v) entry of an order appointing a chapter 11 trustee or an examiner with expanded powers; (vi) the incurrence of other debtor-in-possession financing or commitments from any lender other than the DIP Lender without payment in full of the DIP Obligations; or (vii) acceleration of the DIP Obligations upon an Event of Default (each, a "Termination Event"). |
| **Interest Rates**<br>*Fed. R. Bankr. P. 4001(c)(1)(B)* | DIP Term Loans bear interest at 13.0% per annum, calculated on the basis of a 360-day year, payable monthly in arrears in kind by capitalizing accrued interest to principal. Upon the occurrence and during the continuation of an Event of Default, |

[3] This statement is qualified in its entirety by reference to the applicable provisions of the DIP Loan Documents. To the extent there exists any inconsistency between this concise statement and the provisions of the DIP Loan Documents or the DIP Orders, the provisions of the DIP Loan Documents or the DIP Orders, as applicable, will control. Capitalized terms used but not otherwise defined in this section have the meaning ascribed to such terms in the proposed Interim Order or the DIP Loan Documents.

| Summary of Material Terms of Proposed DIP Financing | |
|---|---|
| **Material Term** | **Twelve Bridge Capital, LLC** |
| | all outstanding amounts automatically bear interest at an additional 2.0% per annum (the "Default Rate"), payable on demand or at the DIP Termination Date. |
| **Conditions Precedent to Closing and Lending**<br>*Fed. R. Bankr. P. 4001(c)(1)(B)* | Key conditions precedent include, among others: (i) entry of the Interim Order within two business days of the Petition Date, in form and substance acceptable to the DIP Lender; (ii) execution and delivery of DIP documentation satisfactory to the DIP Lender; (iii) effectiveness and perfection of the DIP Liens on the DIP Collateral; (iv) delivery of an initial Approved Budget acceptable to the DIP Lender; (v) with respect to advances after the initial Interim Draw, delivery of customary borrowing notices; (vi) no Event of Default or event that, with notice or lapse of time, would be an Event of Default; and (vii) compliance with the DIP Orders and the Approved Budget. |
| **Events of Default**<br>*Fed. R. Bankr. P. 4001(c)(1)(B); Complex Case Procedures*, ¶ 8(e); *Proposed Interim Order*, ¶ 14 | Customary events of default for a DIP financing facility and additional events of default set forth on page 9 of the 12BC DIP Term Sheet. |
| **Carve Out**<br>*Fed. R. Bankr. P. 4001(c)(1)(B)* | The "Carve-Out" consists of: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under 28 U.S.C. § 1930(a) and any interest under 31 U.S.C. § 3717; (ii) reasonable fees and expenses of a chapter 7 trustee in an amount not to exceed $25,000 in the aggregate; and (iii) to the extent allowed, accrued and unpaid professional fees and expenses of professionals retained by the Debtors (and, to the extent applicable, any statutory committee) that are (a) incurred prior to delivery of a Carve-Out Trigger Notice and (b) incurred for a limited period after such notice, subject to an aggregate cap for the post-trigger period ($250,000), with a Professional Fee Reserve funded from DIP proceeds as described in the DIP Term Sheet. Amounts remaining in the Professional Fee Reserve after payment of allowed fees re-vest as DIP Collateral. |
| **Priority of Claims and Liens; Collateral**<br>*Fed. R. Bankr. P. 4001(c)(1)(B)(i)* | Pursuant to Bankruptcy Code §§ 364(c)(2), 364(c)(3), and 364(d)(1), the DIP Lender is granted automatically perfected, valid, binding, enforceable priming liens and security interests on substantially all pre- and post-petition property of the Loan Parties and their estates, and the proceeds thereof, including cash, accounts, inventory, machinery, equipment, general intangibles (including intellectual property), equity interests, and real property interests (the "DIP Collateral"). The DIP Liens are subject to the Carve-Out. All DIP Obligations constitute allowed superpriority administrative expense claims under § 364(c)(1), senior to all other administrative expense claims and unsecured claims, subject to the Carve-Out. |
| **Adequate Protection / Identity of Each Entity with Interest in Cash Collateral**<br>*Fed. R. Bankr. P. 4001(c)(1)(B)(ii);(b)(1)(B)(i), (iv)* | Not applicable |
| **Debtors' Stipulations**<br>*Fed. R. Bankr. P. 4001(c)(1)(B)(iii)* | Not applicable |
| **Challenge Period**<br>*Fed. R. Bankr. P. 4001(c)(1)(B)(iii), (viii)* | Not applicable |
| **Milestones**<br>*Fed. R. Bankr. P. 4001(c)(1)(B)(vi); Complex Case Procedures, ¶ 8(a)* | The DIP Facility requires compliance with specified chapter 11 case milestones, including, among others: (i) entry of the Interim Order no later than two business days after the Petition Date; (ii) entry of the Final DIP Order within 28 days after the Petition Date; (iii) filing of a bid procedures motion for the sale of the Debtors' assets no later than 7 days after the Petition Date; (iv) entry of a bid procedures order within 28 days after filing the bid procedures motion; (v) entry of the Final DIP Order no |

| Summary of Material Terms of Proposed DIP Financing | |
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| **Material Term** | **Twelve Bridge Capital, LLC** |
| | later than twenty-eight (28) days after the Petition Date; (vi) selection of a winning bidder (or toggle to an acceptable recapitalization plan proposal with a specified deposit) and subsequent auction, sale order, and closing milestones, all within time periods acceptable to the DIP Lender and as set forth more fully in the DIP Term Sheet and DIP Orders. |
| **Indemnification**<br>*Fed. R. Bankr. P. 4001(c)(1)(B)(ix)* | The Debtors agree to defend, indemnify, and hold harmless the DIP Lender and its affiliates, officers, directors, employees, agents, and advisors from and against any and all claims, losses, liabilities, and expenses arising out of or relating to the DIP Facility, the DIP Documents, and the transactions contemplated thereby, except to the extent determined by a final, non-appealable court order to have resulted from such indemnified party's gross negligence or willful misconduct. Reasonable and documented out-of-pocket fees and expenses of the DIP Lender's counsel and financial advisor are payable as DIP Obligations and are included in the DIP Orders. |
| **Section 506(c) Waiver / Section 552(b) Waiver**<br>*Fed. R. Bankr. P. 4001(c)(1)(B)(x)* | The DIP Orders will provide that, subject to the Carve-Out and entry of the applicable order, the Debtors waive (and shall be prohibited from seeking) (i) any surcharge of the DIP Collateral under sections 105 and 506(c) of the Bankruptcy Code and any similar doctrine, and (ii) the "equities of the case" exception under section 552(b) of the Bankruptcy Code, so that the DIP Lender's liens extend to post-petition proceeds, products, offspring, and profits of DIP Collateral notwithstanding section 552(b), in each case as set forth in the Interim and Final DIP Orders. |
| **Liens on Avoidance Actions**<br>*Fed. R. Bankr. P. 4001(c)(1)(B)(xi); Complex Case Procedures, ¶ 8(d)* | The DIP Liens do not attach to the Debtors' causes of action arising under chapter 5 of the Bankruptcy Code or similar state-law avoidance statutes themselves, but, subject to entry of the Final Order, do attach to the proceeds of such avoidance actions to secure the DIP Obligations, subject to the Carve-Out. |
| **Fees**<br>*Fed. R. Bankr. P. 4001(c)(1)* | The DIP Facility includes: (i) a 3.90% commitment fee on the full DIP Commitment, fully earned and non-refundable, payable upon entry of the Final Order; (ii) a 1.0% funding fee on the amount of each draw, earned and payable at the time of such draw; (iii) an exit fee equal to 1.75% of the DIP Commitment, payable upon repayment, satisfaction, refinancing, or termination of the DIP Term Loans; (iv) a $50,000 work fee, fully earned and non-refundable, paid prepetition and allowed and approved under the Interim and Final Orders; (v) A $50,000 diligence fee and (vi) payment of all reasonable and documented fees and expenses of the DIP Lender's counsel and financial advisor as set forth in the DIP Documents. |
| **Cross-Collateralization**<br>*Complex Case Procedures, ¶ 8(b)* | Not applicable. The DIP Facility does not cross-collateralize prepetition indebtedness. No proceeds of DIP Collateral or DIP Loans are being used to secure or repay any prepetition secured indebtedness to the DIP Lender or any other party (there is no roll-up). Prepetition obligations are expressly subordinated to the DIP Obligations and the DIP Liens. |
| **Releases of Claims**<br>*Complex Case Procedures, ¶ 8(f)* | Not applicable |
| **Limitations on Use of Cash Collateral or DIP Proceeds**<br>*Complex Case Procedures, ¶ 8(g)* | DIP proceeds may be used only for purposes permitted by the DIP Documents, the DIP Orders, and the Approved Budget, and may not be used, among other things, (i) to object to or challenge the DIP Obligations, DIP Liens, or DIP Claims (ii) to prosecute claims or causes of action against the DIP Lender or its related parties, or (iii) to pay any prepetition obligations except as authorized by the DIP Orders or other orders reasonably acceptable to the DIP Lender. |
| **Non-Consensual Priming Liens**<br>*Complex Case Procedures, ¶ 8(h)* | There is no all-asset prepetition third party secured lender. The DIP Facility itself is a consensual facility agreed to by the Debtors that is "priming" but only a few entities could claim any secured position, and then only on a few specific assets. The Debtors |

| Summary of Material Terms of Proposed DIP Financing | |
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| **Material Term** | **Twelve Bridge Capital, LLC** |
| | are prohibited from seeking or supporting any additional post-petition financing secured by liens senior or pari passu with the DIP Liens, or by superpriority administrative claims senior or pari passu with the DIP Claims, except for financing that would repay the DIP Obligations in full in cash (or otherwise on terms acceptable to the DIP Lender). |
| **Any Other Provision That Limits Estate Fiduciaries to Fulfill Duties** *Complex Case Procedures, ¶ 8(i)* | The DIP Orders will contain customary limitations on the use of DIP proceeds and DIP Collateral for the investigation or prosecution of claims against the DIP Lender. Subject to those limitations, nothing in the DIP Documents or DIP Orders prevents the Debtors or any statutory committee from fulfilling their fiduciary duties under the Bankruptcy Code, including pursuing a value-maximizing sale or plan consistent with the DIP Milestones and Approved Budget. |

## PREPETITION CAPITAL STRUCTURE

16. As of the Petition Date, the Debtors' prepetition capital structure consisted primarily of (a) issued and outstanding equity interests in Ample, Inc., (b) unsecured convertible note obligations issued under note purchase and exchange agreements, and (c) ordinary course unsecured liabilities, including trade payables, lease-related obligations, employee-related obligations, and litigation and other contingent claims. The Debtors do not have any funded prepetition secured corporate credit facility, and, other than customary letters of credit or similar arrangements supporting certain leases and obligations, the Debtors do not have material third-party funded secured debt at the corporate level.

17. Equity. Ample, Inc. is a privately held corporation. Its issued and outstanding equity consists of multiple series of preferred stock and common stock held by venture capital investors, strategic investors, and current and former employees and service providers through incentive equity and option programs, as described in more detail in the First Day Declaration. Ample, Inc. directly owns 100% of the equity interests in Ample Texas EV, LLC and other non-debtor affiliates.

18. Convertible Notes. Before the Petition Date, Ample, Inc. entered into that certain Note Purchase and Exchange Agreement, dated as of January 3, 2025, as amended by Amendment No. 1 dated as of July 1, 2025 (together, the "Note Purchase Agreement"), pursuant to which it

issued unsecured convertible promissory notes (the "Convertible Notes") to certain investors. The Convertible Notes are unsecured obligations of Ample, Inc., are subordinated to the obligations arising under the DIP Facility as provided in the DIP Documents, and are not guaranteed by Ample Texas EV, LLC. The outstanding obligations under the Convertible Notes will be scheduled as general unsecured claims in these Chapter 11 Cases.

19. Trade, Lease, and Other Unsecured Obligations. In the ordinary course of business, the Debtors incur trade payables and other obligations to a variety of vendors and service providers, including suppliers of equipment and components, software and technology vendors, contract manufacturers, logistics and site-operations vendors, and professional service providers. The Debtors are also party to various real property leases for office, development, and operational facilities, as described in the First Day Declaration and the Debtors' lease summary. Claims arising from such leases, including unpaid prepetition rent and any potential rejection damages, will constitute general unsecured claims. In addition, the Debtors have obligations to current and former employees and contractors arising from wages, benefits, severance, and related employment matters, as well as litigation and other contingent claims, including claims asserted in existing or threatened actions. These obligations are likewise expected to be treated as general unsecured claims, except to the extent entitled to priority under the Bankruptcy Code (for example, certain wage and benefit claims).

20. Intercompany Balances. From time to time, Ample, Inc. and Ample Texas EV, LLC have engaged in intercompany transactions in the ordinary course of business, including funding, cost-sharing, and expense allocations. Any resulting intercompany receivables and payables will be reflected in the Debtors' books and records and scheduled in the Chapter 11 Cases. The Debtors intend to continue to manage intercompany transactions in the ordinary course and consistent with

the cash management relief requested in the Debtors' first-day motions, subject to any limitations in the DIP Orders.

## LIQUIDITY NEEDS AND FINANCING EFFORTS

### I. The Debtors Have An Immediate Need To Access The Proposed Dip Financing

21. The Debtors have limited liquidity. As set forth in the First Day Declaration, the Debtors require immediate access to the proposed DIP Financing to fund ongoing operations, secure the assets for sale, meet near-term sales and marketing needs, and the costs of administering these Chapter 11 Cases.

22. Given the expenses associated with preserving the value of the Debtors' business, including obtaining the Duty Drawback, paying employee costs, continuing utility and vendor obligations, certain lease and facilities costs, and the professional and administrative costs associated with a chapter 11 process, immediate access to the proposed DIP Financing is required to avoid immediate and irreparable harm to the Debtors' estates. Absent such relief, the Debtors would be unable to pay employees, maintain facilities, preserve their battery swapping technology platform, or continue ordinary-course operations essential to preserving value.

23. To evaluate their liquidity needs, the Debtors' management, with the assistance of their financial advisors, developed the Initial Budget to analyze the cash required to: (a) address the Debtors' urgent liquidity constraints, (b) honor ongoing obligations needed to preserve the Debtors' technology and operations, (c) fund administrative and professional expenses necessary to stabilize these Chapter 11 Cases, and (d) provide the Debtors with sufficient runway to pursue a value-maximizing strategic transaction or highest and best sale (both through a confirmed chapter 11 plan). The proposed DIP Financing is sized to provide the liquidity necessary to meet these goals.

24. Further, the disbursements shown in the Initial Budget include payments contemplated by the Debtors' proposed "first day" orders. The Debtors believe that these disbursements are necessary to prevent immediate and irreparable harm to the Debtors and their estates, as well as to preserve the value of the Debtors' assets through closing of the proposed sales.

25. Disruption in the Debtors' ability to pay employees and specific vendors would ultimately result in a transaction that is harder to finalize and risk important functions and experience in the Debtors' platform and jeopardize customer and other stakeholder relationships to the detriment of all stakeholders.

26. Access to the proposed DIP Financing will enable the Debtors to consummate a swift and successful chapter 11 plan while avoiding the negative impact to the value of the business and other relationships that would otherwise be affected by the Chapter 11 Cases.

## II. The Debtors' Efforts To Secure Debtor-In-Possession Financing Resulted from Extensive Good Faith, Arm's-Length Negotiations and After Seeking Alternatives, and the DIP Facility will Benefit the Chapter 11 Process to Maximize Value for Stakeholders

27. The negotiations regarding the DIP Financing between the Debtors and their advisors, on the one hand, and the DIP Lender and their advisors, on the other hand, were extensive, vigorous, hard-fought, and conducted at arm's length and in good faith. Prior to the Petition Date, with the assistance of the independent and disinterested CRO, the Debtors negotiated the underlying economics and other material and interrelated terms of the DIP Financing. Through these efforts, the Debtors negotiated the best debtor-in-possession financing proposal available under the circumstances and the timeline to meet the Debtors' liquidity needs and provide a stable platform to execute their chapter 11 strategy.

28. As described in the First Day Declaration, during November and December 2025, the Debtors and their advisors engaged in hard-fought, arm's-length negotiations with the DIP

Lender and their advisors in an effort to obtain the needed financing. The Debtors sought financing from multiple sources, including existing investors, potential strategic partners and investors. In the end, the DIP Lender moved expeditiously to conduct its necessary diligence, had the best offer and their DIP Facility was sized appropriately to provide the Debtors with sufficient runway to ultimately fund these Chapter 11 Cases, including, crucially, a value-maximizing consummation of a chapter 11 plan.

29. As described in the First Day Declaration, the DIP Lender expressly conditioned its proposal on, among other things, customary forms of adequate protection and standard stipulations regarding their liens and claims. The DIP Lender also insisted on standard debtor-in-possession priming liens on substantially all of the Debtors' assets as part of the collateral package securing the proposed DIP Financing.

30. Likewise, the transaction fees and interest to be paid under the proposed DIP Financing were the subject of arm's-length and good-faith negotiation between the Debtors and the DIP Lender, are integral components of the overall terms of the proposed DIP Financing, and were necessary to induce the DIP Lender to provide financing of this magnitude under the expedited timeline necessitated by the challenges facing the Debtors' businesses. Given the cash position and operating condition of the Debtors, the timing, cost, and risk of administering these Chapter 11 Cases, and the lack of viable alternatives, the fees and interest under the DIP Financing are reasonable under the circumstances. Further, the pricing and fees are reasonable under the circumstances and generally consistent with comparable debtor-in-possession financings in complex cases where there is substantial uncertainty such as the Chapter 11 Cases.

31. Additionally, the terms of the proposed DIP Financing also contain certain milestones that the Debtors must meet throughout the Chapter 11 Cases. The DIP Lender

conditioned the DIP Financing on certain case milestones, which were proposed by the Debtor and further negotiated by the Debtor and DIP Lender. The Debtors, in consultation with their legal and financial advisors, believe that the agreed upon milestones provide them with adequate time to implement a series of value-maximizing transactions and pursue a chapter 11 plan. The milestones are consistent with those in other chapter 11 cases.

32. The proposed DIP Financing is committed to fund, among other things, the Debtors' value-maximizing process and an orderly plan confirmation to benefit the Debtors' stakeholders. Given the headwinds in the EV industry and the challenges presented by the venture nature of the business, the proposed DIP Financing and fees, as a whole, is reasonable in amount, appropriately compensates those parties for their costs and assurances provided to the Chapter 11 Cases, and necessary for the Debtors to obtain the financing needed to maximize the value of their estates for the benefit of all stakeholders.

33. In exchange for the substantial consideration provided by the DIP Lender under the proposed DIP Financing, the DIP Lender are entitled to receive (a) a commitment/funding fee equal to 3.90% of the aggregate amount of the committed amount of DIP Loans, payable (pursuant to the terms described in each DIP Facility) upon entry of the proposed Interim Order; (b) a 1.0% funding fee on the amount of each draw under the DIP Facility, earned and payable at the time of such draw; (c) an exit fee on the DIP Loan equal to 1.75% of the principal amount of the DIP Term Loan Commitment; (d) a $50,000 work fee, fully earned and non-refundable, paid prepetition and allowed as an administrative expense under section 503(b)(1) of the Bankruptcy Code; (e) a $50,000 diligence fee and (f) the payment of all reasonable and documented fees and expenses of the DIP Lender's counsel and financial advisor, in each case as set forth in the DIP Documents.

34. Further, in exchange for the DIP Facility, the DIP Lender will receive (subject to the Carve Out for the benefit of the Professionals), as adequate protection: (a) the payment of the reasonable and documented out-of-pocket fees and expenses of legal counsel and financial advisors retained by the DIP Lender or their counsel; (b) validly perfected liens on and security interests in the DIP Collateral, junior only to the Carve Out and the liens granted to the DIP Secured Parties under each DIP Facility; and (c) superpriority administrative expense claims as contemplated by section 507(b) of the Bankruptcy Code.

35. Under the circumstances of these Chapter 11 Cases and the competitive marketing process that was conducted in good faith to identify the best source of financing, the terms of the DIP Financing are reasonable. This is especially true considering the lack of other actionable alternatives and the market terms for companies facing similar challenges. For the reasons described herein, the terms of the DIP Financing, taken as a whole, are reasonable under the circumstances and were the product of good faith, arm's length negotiations, and will allow the Debtors to seek to maximize the value of their estates.

## BASIS FOR RELIEF REQUESTED

### I. The Debtors Should Be Authorized To Access The DIP Financing

36. Section 364(c) of the Bankruptcy Code requires a finding, made after notice and a hearing, that a debtor seeking debtor-in-possession financing on a secured basis cannot "obtain unsecured credit allowable under section 503(b)(1) of [the Bankruptcy Code] as an administrative expense." 11 U.S.C. § 364(c).

37. In addition, under section 364(d)(1) of the Bankruptcy Code, courts may, after notice and a hearing, authorize a debtor to obtain postpetition credit secured by a "priming" lien from affected secured parties if (a) the debtor obtains the consent of such parties or (b) the debtor cannot obtain credit elsewhere and the interests of existing lienholders are adequately protected.

11 U.S.C. § 364(d)(1). Specifically, section 364(d)(1) provides, in relevant part, that a court may, after notice and a hearing:

> authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien on property of the estate that is subject to a lien only if-
>
> (A) the [debtor] is unable to obtain credit otherwise; and
>
> (B) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.

11 U.S.C. § 364(d)(1).

38. For the reasons discussed herein, including the terms of the proposed DIP Financing, as well as the inactionable alternative sources of financing, the Debtors satisfy the standards required to access debtor-in-possession financing on a superpriority claim and priming lien basis under sections 364(c) and 364(d) of the Bankruptcy Code.

## II. Entry Into The DIP Financing Reflects The Debtors' Reasonable Business Judgment

39. Courts grant considerable deference to a debtor's business judgment in obtaining postpetition secured credit, so long as the agreement to obtain such credit does not run afoul of the provisions of, and policies underlying, the Bankruptcy Code. *See, e.g., In re Estrada,* 2016 WL 745536, at *3 (Bankr. S.D. Tex. Feb. 24, 2016) ("In determining whether to approve a motion to obtain credit, courts generally permit debtors in possession to exercise their basic business judgment consistent with their fiduciary duties."); *In re L.A. Dodgers LLC,* 457 B.R. 308, 313 (Bankr. D. Del. 2011) ("Courts will almost always defer to the business judgment of a debtor in the selection of the lender."); *In re Ames Dep't Stores, Inc.,* 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) ("Cases consistently reflect that the court's discretion under section 364 is to be utilized on grounds that permit reasonable business judgment to be exercised so long as the financing agreement does

not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit a party-in-interest.”).

40. Further, in considering whether the terms of debtor-in-possession financing are fair and reasonable, courts consider the terms in light of the relative circumstances of both the debtor and the potential lender. *See In re Farmland Indus., Inc.,* 294 B.R. 855, 886 (Bankr. W.D. Mo. 2003); *see also Unsecured Creditors' Comm. Mobil Oil Corp. v. First Nat'l Bank & Trust Co. (In re Elingsen McLean Oil Co., Inc.),* 65 B.R. 358, 365 n.7 (W.D. Mich. 1986) (recognizing a debtor may have to enter into “hard bargains” to acquire funds for its reorganization).

41. For the reasons set forth above, entry into the DIP Documents is a reasonable exercise of the Debtors' business judgment. The Debtors' determination (in consultation with their advisors) was made following a careful and thorough evaluation of all restructuring and financing alternatives. The terms and conditions of the DIP Financing are favorable to the Debtors and in the best interests of their estates. Specifically:

a. the DIP Financing is being funded by the Debtors' DIP Lender who will have an interest in the success of the Chapter 11 Cases; and

b. the DIP Financing avoids additional costs that would be incurred on account of an exit financing marketing process that would otherwise be due if the Debtors separately sought exit financing at a later date.

42. The DIP Financing will provide the Debtors with sufficient liquidity necessary to complete the best process to maximize value – either a strategic transaction or a sale, and the terms of the DIP Documents, which are the result of good faith, arm's length negotiations, are the best available to the Debtors.

## III. The Debtors Should Be Authorized To Grant Liens And Superpriority Claims To The DIP Lender

43. The Debtors propose to obtain DIP Financing, in part, by granting superpriority claims and liens pursuant to sections 364(c) and 364(d) of the Bankruptcy Code. Significantly, the

Debtors propose to provide first priority liens on substantially all of the Debtors' assets, including liens on previously unencumbered property and "priming" liens on other property (subject to the terms of the proposed DIP Orders).

44. Section 364(c) provides that, if a debtor is unable to obtain unsecured credit allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code, a court:

> May authorize the obtaining of credit or the incurring of debt (1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of [the Bankruptcy Code]; (2) secured by a lien on property of the estate that is not otherwise subject to a lien; or (3) secured by a junior lien on property of the estate that is subject to a lien.

11 U.S.C. § 364(c); *see also In re Crouse Group, Inc.,* 71 B.R. 544, 549 (Bankr. E.D. Pa. 1987) (secured credit under section 364(c) of the Bankruptcy Code is authorized, after notice and hearing, upon showing that unsecured credit cannot be obtained); *In re Snowshoe Co., Inc.,* 789 F.2d 1085, 1088 (4th Cir. 1986) (debtor need only demonstrate "by a good faith effort that credit was not available without" the protections of sections 364(c)).

45. Further, section 364(d) provides that a debtor may obtain credit secured by a senior or equal lien on property of the estate already subject to a lien where the debtor is "unable to obtain such credit otherwise" and "there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted." 11 U.S.C. § 364(d)(1). Accordingly, the Debtors may "prime" the liens of the Prepetition Secured Parties if the Debtors are unable to obtain unsecured or junior secured credit and any prepetition secured lender's interest in collateral is adequately protected (the Debtor does not believe there are any material secured claims).

46. As set forth above and in the First Day Declaration, the Debtors are unable to obtain unsecured or junior secured debtor-in-possession financing. The Debtors submit that the proposed DIP Financing is the best available financing option under the circumstances. Additionally, the

DIP Lender was not willing to provide debtor-in-possession financing on an unsecured or junior basis, nor has any third party presented such a proposal. Following extended negotiations with the DIP Lender, the Debtors were able to negotiate the proposed DIP Financing and obtain concessions that materially improved the terms and economics. Thus, as a result of these negotiations and the debtor-in-possession financing solicitation process, the Debtors determined that the DIP Financing is the best actionable and available financing to fund the Chapter 11 Cases under the circumstances.

## IV. The Debtors Should Be Authorized To Pay The Fees And Prepayment Premiums Required By The DIP Lender Under The Dip Financing

47. In addition to the various adequate protection and other reimbursement obligations, in each case, specified under the DIP Documents and the DIP Orders, the Debtors have agreed, subject to Court approval, to pay certain fees and other payments to the DIP Lender. In particular, under the DIP Financing, the Debtors have agreed to pay:

a. Commitment/Funding Fee: 3.90% of the aggregate amount of the full DIP Commitment, fully earned and non-refundable and payable upon entry of the Interim Order, and a 1.0% funding fee on the amount of each draw under the DIP Facility, earned and payable at the time of such draw;

b. Exit Fee: 1.75% of the DIP Term Loan Commitment;

c. Diligence Fee: A postpetition payment of $50,000 earned upon the funding of the first draw under the DIP Facility and authorization of the previously paid Work Fee (collectively, the "DIP Fees").

48. It is understood and agreed by all parties, including the Debtors, that the DIP Fees are an integral component of the overall terms of the DIP Financing and were required by the DIP Lender as consideration for the extension of debtor-in-possession financing after arm's-length, good faith negotiations, and substantial negotiations through which the Debtors successfully obtained meaningful concessions. Moreover, the interest rates and fees when, taken as a whole with the economics of the DIP Financing, are reasonable, appropriate, and necessary under the circumstances. The benefits to the Debtors and their estates provided by the DIP Financing

significantly outweigh the DIP Fees incurred by the Debtors thereunder. Additionally, the DIP Financing preserve liquidity and provide additional runway for the Debtors to consummate a chapter 11 plan.

49. In light of the solicitation and negotiation processes described herein, the proposed DIP Financing package is the Debtors' best currently available debtor-in-possession financing option. As a result, the Debtors determined that, in their business judgment, incurring the DIP Fees to secure the DIP Financing, which will guarantee a smooth transition into the Chapter 11 Cases and in the best interests of the Debtors, their estates, and all of their stakeholders. Accordingly, the Court should authorize the Debtors to pay the DIP Fees.

## VI. The DIP Lender Should Be Deemed A Good-Faith Lender

50. Section 364(e) of the Bankruptcy Code protects a good-faith lender's right to collect on loans extended to a debtor, and its right in any lien securing those loans, even if the authority of the debtor to obtain such loans or grant such liens is later reversed or modified on appeal. Section 364(e) of the Bankruptcy Code provides that:

> The reversal or modification on appeal of an authorization under this section [364 of the Bankruptcy Code] to obtain credit or incur debt, or of a grant under this section of a priority or a lien, does not affect the validity of any debt so incurred, or any priority or lien so granted, to an entity that extended such credit in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and the incurring of such debt, or the granting of such priority or lien, were stayed pending appeal.

51. As explained herein and in the First Day Declaration, the DIP Financing is the result of the: (a) Debtors' reasonable business judgment that the DIP Lender provided the best debtor-in-possession financing available under the circumstances; and (b) extended arm's-length, good-faith negotiations between the Debtors and the DIP Lender. The Debtors submit that the terms and conditions of the DIP Financing are reasonable under the circumstances, and the proceeds of the DIP Financing will be used only for purposes that are permissible under the Bankruptcy Code.

Accordingly, the Court should find that the DIP Lender is a "good faith" lender within the meaning of section 364(e) of the Bankruptcy Code and is entitled to all of the protections afforded therein.

## VII. Modification Of The Automatic Stay Is Necessary

52. The proposed Interim Order provides that the automatic stay under section 362 of the Bankruptcy Code is modified to permit the DIP Lender to exercise, upon the occurrence and during the continuation of any Event of Default under the applicable DIP Financing, all rights and remedies provided in the DIP Financing without further order of or application to the Court. However, the DIP Lender must provide the Debtors and various parties with five (5) business days' prior written notice before exercising such enforcement rights or remedies in respect of their collateral. During such period, the Debtors and other parties in interest may seek an emergency hearing to contest whether an Event of Default has occurred and is continuing. Provisions of this sort that modify the automatic stay are common features of debtor-in-possession financing and, in the Debtors' business judgment, are reasonable under the circumstances of the Chapter 11 Cases. Accordingly, the Debtors request that the Court modify the automatic stay solely to the extent contemplated by the DIP Financing and the DIP Orders.

## VIII. Approval Of Interim DIP Financing Relief Is Critical

53. Bankruptcy Rules 4001(b)(2) and 4001(c)(2) provide that a final hearing on a motion to obtain credit, respectively, may not be commenced earlier than 14 days after the service of such motion. Upon request, however, the court may conduct a preliminary expedited hearing on the motion and authorize the obtaining of credit on an interim basis "to the extent necessary to avoid immediate and irreparable harm to the estate pending a final hearing." Fed. R. Bankr. P. 4001(b)(2); (c)(2). Furthermore, the Complex Case Procedures provide that on motion by a debtor, a hearing will "routinely be conducted as a first-day hearing to consider either cash collateral use and/or interim debtor-in-possession financing." Complex Case Procedures, ¶ 5.

54. As described above, the Debtors have an urgent and immediate need for cash in order (a) to maintain the value of the business and preserve the assets, by continuing key relationships with vendors, employees, suppliers, customers, and other parties, (b) to pay for marketing and documenting a strategic transaction, (c) to satisfy immediate operational needs, and (d) otherwise finance their operations and the Chapter 11 Cases. Given the immediate and irreparable harm to be suffered by the Debtors, their estates, and their stakeholders, absent interim relief, the Debtors request that, pending the Final Hearing, the Court schedule an interim hearing within one day of the Petition Date or as soon as practicable thereafter to consider the interim DIP Financing relief requested in this Motion.

## IX. Request For A Final Hearing

55. The terms of the DIP Financing require that a Final Order approving this Motion be entered within 28 days after the Petition Date. As such, pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), the Debtors request that the Court set a date for the Final Hearing that is as soon as practicable, but in no event later than twenty-eight (28) days following the Petition Date, and fix the time and date before the Final Hearing for parties to file objections to this Motion.

## EMERGENCY CONSIDERATION

56. The Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Local Rule 9013-1 and Bankruptcy Rule 6003, which authorize the Court to grant relief within the first 21 days after the commencement of a chapter 11 case to the extent that relief is necessary to avoid immediate and irreparable harm. As described in detail above and in the First Day Declaration, immediate and irreparable harm would result if the relief requested herein is not granted. Accordingly, the Debtors submit that the requirements of Bankruptcy Rule 6003 are satisfied.

**DEBTORS' COMPLIANCE WITH BANKRUPTCY RULE 6004(A) AND WAIVER OF BANKRUPTCY RULE 6004(A) AND (H)**

57. With respect to any aspect of the relief sought herein that constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors request that the Court find that notice of this Motion is adequate under Bankruptcy Rule 6004(a) and waive the 14-day stay under Bankruptcy Rule 6004(h). As described above, the relief that the Debtors seek in this Motion is necessary to avoid immediate and irreparable harm to the Debtors, their estates, and their stakeholders. Thus, cause exists for the Court to find that notice of this Motion satisfies Bankruptcy Rule 6004(a) and waive the 14-day stay under Bankruptcy Rule 6004(h).

**RESERVATION OF RIGHTS**

58. Nothing in this Motion is intended to be nor shall be deemed: (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors; (b) a waiver or limitation of the Debtors' or any other party in interest's right to dispute the amount of, basis for, or validity of any claim; (c) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable non-bankruptcy law; (d) a waiver of the obligation of any party in interest to file a proof of claim; (e) a promise or requirement to pay any particular claim; (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (g) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (h) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' or any other party in interest's rights to dispute such claim subsequently.

Date: December 16, 2025

**PILLSBURY WINTHROP SHAW PITTMAN LLP**

By: */s/ Hugh M. Ray, III*

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***Proposed Counsel for Debtors, Ample, Inc. and Ample Texas EV, LLC***

**CERTIFICATE OF SERVICE**

I certify that on December 16, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

*/s/ Hugh M. Ray, III*
Hugh M. Ray, III

# EXHIBIT A

**December 14, 2025**

**Ample Texas EV, LLC**
**Comprehensive DIP Term Sheet**

**$6,000,000 Superpriority Secured Priming**
**Debtor-in-Possession ("DIP") Multi-Draw Term Loan Credit Facility**

**Borrowers:** Ample, Inc. ("**Borrower**")

**Guarantors:** Ample Texas EV, LLC (a "**Guarantor**" and together with the Borrower, the "**Loan Parties**")

**DIP Lender:** Twelve Bridge Capital, LLC ("**12BC**")

**Documentation:** Definitive financing documentation would include (i) the applicable DIP Orders; and (ii) this Comprehensive DIP Term Sheet together with any subsequent amendments, modifications, supplements or additional documentation related thereto (collectively, the "**DIP Documents**").

**Type and Amount of DIP Facility:** A secured superpriority priming debtor-in-possession multi-draw term loan (the "**DIP Facility**" and the obligations thereunder, the "**DIP Obligations**"), consisting of a multi-draw term loan in an aggregate principal amount of up to $6,000,000 (the "**DIP Commitment**" and the loans pursuant thereto, the "**DIP Term Loans**"), of which:

(i) $2,500,000 of the DIP Commitment shall, subject to "**Conditions Precedent to Interim Draws**" set forth below, be funded upon entry of the interim order approving the DIP Facility and the use of cash collateral, as applicable, which order shall be reasonably satisfactory to the DIP Lender (the "**Interim Order**" and any draw pursuant to the Interim Order, an "**Interim Draw**"), and

(ii) the remainder of the DIP Commitment shall be funded, subject to conditions precedent, upon or following entry of additional interim and/or final order approving the DIP Facility (including the DIP Term Loans and all DIP Lender fees related thereto), which order shall be satisfactory to the DIP Lender (the "**Final Order**" and together with the Interim Order, the "**DIP Orders**") and the satisfaction of any other conditions to draw as set forth herein (each, an "**Extension of Credit**").

The borrowing of DIP Term Loans shall permanently decrease the DIP Commitment, and DIP Term Loans repaid may not be reborrowed. For avoidance of doubt, the DIP Commitment will be permanently reduced by the amount of DIP Term Loans made on the date of each Extension of Credit.

The proceeds of the DIP Term Loans shall be funded into the account(s) designated by Borrowers. Such accounts shall be subject to the DIP Liens in favor of the DIP Lender.

**Closing Date:** The date of the satisfaction, or waiver by the DIP Lender, of the relevant "**Conditions Precedent to Interim Draws**" set forth below (the "**Closing Date**").

**Use of Proceeds:** Proceeds of the DIP Term Loans will be used in compliance with the terms of an approved budget subject to Permitted Variances (the "**Budget**,"), in form and substance reasonably acceptable to the DIP Lender, upon entry of the Interim Order, and subject to the terms of the Interim Order:

(i) to pay transaction costs, fees and expenses that are incurred in connection with the DIP Facility, including professional fees of the DIP Lender;
(ii) to pay professional fees of the Debtors;
(iii) for working capital and other general corporate purposes permitted by Bankruptcy Court orders and the approved Budget, including any ordinary course costs and expenses of administration of the Chapter 11 Cases which do not require Bankruptcy Court approval.

**Availability Period:** The DIP Term Loans may be drawn during the period from and including the Closing Date up to, but excluding, the occurrence of a Termination Event that has not been waived by written agreement of the DIP Lender, in its discretion (the "**DIP Termination Date**") (such period between Closing and the DIP Termination Date, the "**Availability Period**"). The DIP Commitment will expire at the end of the Availability Period. The DIP Commitment shall be permanently reduced on the date of each Extension of Credit by the aggregate principal amount of the DIP Term Loans made on the date of such Extension of Credit.

**Maturity and Termination:** All DIP Obligations shall be due and payable in full in cash (or such other form of consideration as the DIP Lender and the Borrowers may mutually agree) on the earliest of (any such event, a "**Termination Event**"):

(i) the Maturity Date;
(ii) the closing of any sale or other disposition of all or substantially all of the assets of the Debtors pursuant to section 363 of the Bankruptcy Code;
(iii) a recapitalization of the Debtor pursuant to a sale or plan of reorganization;
(iv) the effective date of any Chapter 11 plan of reorganization with respect to the Borrowers or any other Debtor (a "**Plan**");
(v) the date of the acceleration of the DIP Term Loans and the termination of the DIP Commitment in accordance with the DIP Documents;
(vi) dismissal of the Chapter 11 Cases or conversion of the Chapter 11 Cases into cases under chapter 7 of the Bankruptcy Code;
(vii) the date an order is entered in any Bankruptcy Case appointing a Chapter 11 trustee or examiner with enlarged powers;
(viii) any lender other than the DIP Lender shall provide any commitments or funding, including debtor-in-possession financing, in each case, before or after entry of the Interim Order; and
(ix) the occurrence of an Event of Default (unless waived or extended by the DIP Lender in its sole discretion)

The "Maturity Date" shall be defined as April 3, 2026. So long as no Event of Default is occurring, the Borrower has the right to request a one-time extension of the Maturity Date to May 1, 2026 by written notice to the DIP Lender at least 5 days prior to the Maturity Date, and the Maturity Date may be further extended by mutual written agreement of the DIP Lender and the Borrower.

The occurrence of the DIP Termination Date shall terminate the ability of the Borrowers to borrow any additional draws and shall terminate any further obligation the DIP Lender has to make any DIP Term Loans under the DIP Documents. Principal of, and accrued interest on, the DIP Term Loans and all other amounts owing to the DIP Lender, including the Fees set forth below, under the DIP Facility shall be payable on the DIP Termination Date, unless already paid pursuant to previous orders.

**Interest Rate:** The DIP Term Loans shall bear interest at the rate of 13.0% per annum, calculated on the basis of a 360-day year and payable monthly in arrears on the first day of each month (the "**Interest Payment Date**"). Such interest shall be payable in kind ("**PIK**") by capitalizing the accrued interest on each Interest Payment Date and adding the amount thereof to the outstanding principal balance of the DIP Term Loans. Any PIK Interest so capitalized shall thereafter be deemed principal for all purposes under this Term Sheet and DIP Documents. During the continuance of an Event of Default under the DIP Documents, any amounts outstanding under the DIP Facility will automatically bear interest at an additional 2.0% per annum (the "**Default Rate**"). All default interest shall be payable on demand or at the DIP Termination Date.

**Fees:**[1] The Borrowers shall pay to the DIP Lender a commitment fee equal to 3.90% of the DIP Commitment, which shall be fully earned, non-refundable, and payable upon entry of the Interim Order (the "**Commitment Fee**").

The Borrowers shall pay to the DIP Lender a funding fee equal to 1.0% of the amount of each draw, which shall be fully earned, non-refundable, and payable at the time of such draw (the "**Funding Fee**").

Upon repayment, satisfaction, or refinancing of the DIP Term Loans in whole or in part, the Borrowers shall pay to the DIP Lender an exit fee equal to 1.75% of the DIP Term Loan Commitment (the "**Exit Fee**"). The Exit Fee shall be due and payable upon the DIP Termination Date.

The Commitment Fee, the Funding Fee and the Exit Fee shall be approved by the Bankruptcy Court as part of the Interim Order and the Final Order, respectively. If such fees are not approved by the Bankruptcy Court, the DIP Term Loan Commitment shall automatically terminate and be of no further force and effect.

**Work Fee** The Loan Parties shall pay to the DIP Lender a work fee in the amount of $50,000 (the "**Work Fee**"), which Work Fee shall be fully earned, non-refundable, and allowed upon execution of this Term Sheet. The Interim Order shall provide that the Work Fee shall be approved on a final basis, fully earned and allowed, non-refundable and not be subject to reduction, setoff or recoupment for any reason. The Work Fee shall be paid in cash to the DIP Lender (or directly to its counsel) before the Petition Date and the DIP Lender acknowledges and agrees that the Work Fee was received on December 8, 2025.

**Diligence Fee** The Loan Parties shall pay to the DIP Lender a diligence fee in the amount of $50,000 (the "**Diligence Fee**"), which Diligence Fee shall be fully earned, non-refundable, and allowed upon entry of the Interim Order. The Interim Order shall provide that the

[1] Commitment Fee and Funding Fees shall be credited against the first Interim Draw.

Diligence Fee shall be approved on a final basis, fully earned and allowed, non-refundable and not be subject to reduction, setoff or recoupment for any reason. The Diligence Fee shall be paid in cash to the DIP Lender (or directly to its counsel) upon entry of the Interim Order.

**Break Up Fee** Debtors shall agree to stipulate to an allowed administrative claim for 12BC in the amount of 2.0% of the DIP Term Loan Commitment in the event the Bankruptcy Court approves a financing agreement between Debtors and a lender other than 12BC. This provision shall be null and void upon approval of the DIP Interim Order.

**Voluntary Prepayments:** Voluntary prepayments of the DIP Term Loans shall be permitted at any time, upon three Business Days prior written notice to the DIP Lender (subject to actual breakage costs, if any), which notice shall specify the amount of such payment and the date on which such prepayment is to be made, subject to (i) payment of the Exit Fee due thereon, which shall be due and payable on the date of such voluntary prepayment; and (ii) in minimum amounts of at least $250,000 of principal. "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required to close.

**Mandatory Prepayments:** The Loan Parties shall pay or prepay the DIP Term Loans and all other DIP Obligations until such obligations are paid in full immediately as follows (unless waived or extended by the DIP Lender in its sole discretion):

(i) 100% of the proceeds within 2 Business Days of closing of any sale or disposition (other than Excluded Dispositions) of any assets or equity in a single transaction or a series of related transactions, in each case by any Loan Party. "**Excluded Disposition**" shall mean any sale or disposition of any assets or equity in which the proceeds do not exceed $25,000 per transaction, or $250,000 in the aggregate for the entirety of the Chapter 11 Cases, so long as such proceeds are deposited in accordance with the cash management system set forth in the Interim Order and any cash received in connection with such Excluded Disposition shall be DIP Collateral.

(i) 100% of the proceeds within 2 Business Days of closing of any sale or disposition of any of Debtors' assets pursuant to Section 363 of the Bankruptcy Code, simultaneous with the consummation thereof, in each case, by any Loan Party or Subsidiary.

(ii) 100% of DIP Term Loans within 2 Business Days of any lender other than the DIP Lender closing new funding, including DIP Commitments or Loans in connection with any DIP Facility, in each case, after entry of the Interim Order.

(iii) 100% of DIP Term Loans within 2 Business Days of closing of any recapitalization, stock sale, asset sale, or other transaction.

Any amounts so paid or prepaid may not be reborrowed. No reinvestment of the proceeds of any extraordinary receipts, asset sales, or other proceeds described above shall be permitted without the prior written consent of the DIP Lender.

Mandatory payments, prepayments and proceeds of DIP Collateral received by any Loan Party, or after the exercise of remedies, or after the Loans have automatically become immediately due and payable, will be applied in the following order of priority unless otherwise determined by the DIP Lender in its sole discretion:

(i) First, to pay all reasonable documented out of pocket expenses of the DIP Lender, including without limitation, fees and expenses of counsel (including local counsel, if any) and external advisors (including a financial advisor);
(ii) Second, to pay any other fees or premiums outstanding to the DIP Lender in respect of the DIP Commitment and DIP Term Loans;
(iii) Third, to pay an amount equal to all accrued and unpaid interest owing to the DIP Lender;
(iv) Fourth, to pay any principal amounts outstanding in respect of the DIP Commitment and DIP Term Loans, including any amounts and interest that have been added to the principal balance;
(v) Fifth, all other amounts and DIP Obligations in each case owing to the DIP Lender; and
(vi) Last, the balance, if any, after all of the DIP Obligations have been paid in full in cash, to the Borrowers or as otherwise required by law.

**Credit Bidding:** Subject to section 363(k) of the Bankruptcy Code, the DIP Lender may credit bid all or any portion of its claims, including, without limitation, the DIP Obligations and the DIP Claims, in connection with any proposed sale of any, all, or substantially all of the Debtors' assets, whether occurring pursuant to section 363 of the Bankruptcy Code or included as part of a plan under section 1123 of the Bankruptcy Code, including a plan subject to confirmation under section 1129(b)(2)(A)(ii) of the Bankruptcy Code, or a sale or disposition by a Chapter 7 trustee for any of the Debtors under section 725 of the Bankruptcy Code. In connection with any such credit bid by the DIP Lender, the Debtors shall, upon reasonable advance notice by the DIP Lender, provide for the assignment of such DIP Lender's right to purchase the acquired assets to one or more of the applicable DIP Lender's sub-agents or a newly formed acquisition vehicle.

**Security and Priority:** The DIP Lender shall be granted, pursuant to sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code, continuing, valid, binding, enforceable, non-avoidable, and automatically perfected, post-petition security interests and priming liens (the "**DIP Liens**") on cash, a stalking horse cash deposit (if any), a Plan Transaction Deposit (as defined below), accounts receivable, all tangible, intangible, real and personal property of the Loan Parties (including, without limitation, all prepetition and post-petition property and assets of the Loan Parties and all equity interests owned by the Loan Parties and any insurance proceeds), proceeds from the **Duty Drawback**,[2] inventory, intellectual property, and all other property of the Loan Parties of whatever kind, nature or description, whether acquired or created prepetition or post-petition to secure the DIP Obligations, and the proceeds of each of the foregoing (including, without limitation, proceeds from the disposition of real property, including non-residential leaseholds) (the "**DIP Collateral**").

The DIP Liens shall be subject only to (i) the Carve-Out (as defined below), and (ii) validly perfected and non-avoidable liens existing as of the Petition Date, if any, and

[2] Duty drawback refers to a Customs and Border Protection (CBP) program that allows a company to request a refund of certain duties and fees originally paid upon importing goods into the United States, when those same goods (whether raw materials or finished products) are later exported out of the country. Ample has the opportunity to apply for duty drawback recovery related to a portion of its battery cell inventory for which import duties were previously paid and which are now being exported from the United States.

which liens shall be listed on a schedule attached to this Term Sheet ("**Prepetition Permitted Liens**").

For the avoidance of doubt, all Notes (together, the "**Convertible Notes**") issued pursuant to that certain Note Purchase and Exchange Agreement, dated as of January 3, 2025, as amended by Amendment No. 1 to Note Purchase and Exchange Agreement, dated as of July 1, 2025, by and among the Company and the parties named therein and any other funded debt of the Loan Parties shall be subordinate to the DIP Liens and DIP Clams.

The DIP Liens granted under Section 364(d)(1) of the Bankruptcy Code shall not be *pari passu* with, or subordinated to, any other liens or security interests (whether currently existing or hereafter created), subject in each case only to the Carve-Out and the Prepetition Permitted Liens.

Upon entry of the Interim Order and the Final Order and subject to the Carve-Out, all obligations of the Loan Parties under the DIP Documents, including, without limitation, all principal, accrued interest, costs, fees and premiums provided for therein, and all DIP Obligations shall be entitled to super priority claim status pursuant to section 364(c)(1) of the Bankruptcy Code, with priority over any and all administrative expense claims, secured claim, and unsecured claims, of any kind or nature whatsoever, now existing or hereafter arising under the Bankruptcy Code (the "**DIP Claims**"). All DIP Obligations shall also constitute allowed superpriority administrative expense claims in the Bankruptcy Cases and, subject to entry of the Final Order, shall have priority over all other claims and administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code.

Notwithstanding the foregoing, the DIP Liens shall not extend to, and the DIP Collateral shall not consist of, avoidance actions brought pursuant to Chapter 5 of the Bankruptcy Code or applicable state law equivalents but shall include the proceeds therefrom subject to entry of the Final Order.

The DIP Liens shall be effective and perfected as of the entry of the Interim Order (subject to the occurrence of the Closing Date) and without necessity of the execution, filing or recording of control agreements, financing statements or other security agreements or perfection documents. In addition to appropriate orders of the Bankruptcy Court granting and perfecting such liens, the Loan Parties shall take all other commercially reasonable steps (including the execution and filing of UCC financing statements) requested by DIP Lender with respect to such security interests and liens.

**Remedies:** All remedies customarily available including (in the Chapter 11 Cases) without limitation those remedies customarily available to senior secured, administrative expense claim of a debtor-in-possession lender, including, without limitation:

(i) declare that the DIP Commitment is terminated, whereupon the DIP Commitment shall be terminated;
(ii) declare the unpaid amount of the DIP Obligations to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Loan Parties; or

(iii) take any other action or exercise any other right or remedy (including, without limitation, with respect to the DIP Liens in favor of the DIP Lender permitted under the DIP Documents, or by applicable law)

Any exercise of remedies by the DIP Lender shall be subject in all respects to the terms of the DIP Order then in effect. The Debtors shall waive any right to seek relief under the Bankruptcy Code, including under section 105 thereof, to the extent such relief would restrict or impair the rights and remedies of the DIP Lender set forth in the applicable DIP Order and in the DIP Documents.

**Conditions Precedent to Interim Draw:**

This DIP Term Sheet contains the following conditions precedent to borrowings on the date of any Extension of Credit, each of which may be extended or waived by the DIP Lender in its sole discretion:

(i) entry of the Interim Order no later than 2 business after the Petition Date;
(ii) all documentation relating to the DIP Facility shall be in form and substance satisfactory to the DIP Lender, and shall have been duly executed and delivered by all parties thereto;
(iii) the DIP Lender shall have a valid and perfected lien on, and security interest in, the DIP Collateral of the Debtors on the basis and with the priority set forth herein;
(iv) delivery of the initial Budget acceptable to the DIP Lender in its commercially reasonable discretion;
(v) except with respect to the Initial Draw, Borrower shall have delivered to the DIP Lender a customary borrowing notice in the form attached hereto as Exhibit A by no later than 4:00 P.M. Central Time on the Business Day prior to the anticipated date of any Extension of Credit;
(vi) no event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default shall have occurred, and shall be continuing, under the DIP Facility immediately prior to the funding of the DIP Term Loans or would result from such borrowing of the DIP Term Loans;
(vii) the DIP Term Loans shall be authorized pursuant to the Interim Order or the Final Order, as applicable;
(viii) the Debtors shall be in compliance with the DIP Orders; and
(ix) the Debtors shall be in compliance with the approved Budget.

**Interim Order:**

The Interim Order approving the DIP Facility shall, among other things, authorize and approve:

(i) the Initial Interim Draw;
(ii) the making of the DIP Term Loans;
(iii) the granting of the superpriority claims and liens against the Debtors and their assets in accordance with a Comprehensive DIP Term Sheet with respect to the DIP Collateral;
(iv) the payment of all fees and expenses (including the reasonable fees and expenses of outside counsel and financial advisors) required to be paid to the DIP Lender as described herein, including approval of the Work Fee; and
(v) the payment of the Commitment Fee, the Funding Fee and interim approval of the Exit Fee, which Commitment Fee and Funding Fee payments shall not be subject to reduction, setoff or recoupment for any reason, and shall be fully earned upon entry of the Interim Order.

**Final Order:** The Final Order approving the DIP Facility, which shall be substantially in the same form as the Interim Order (with such modifications as are necessary to convert the Interim Order into a final order) and otherwise in form and substance acceptable to the DIP Lender shall, among other things, authorize and approve the DIP Facility on a final basis, and the total amount of the DIP Commitment.

**Chapter 11 Cases Milestones:** The Debtors shall comply with the following milestones, each of which may only be extended or waived by the DIP Lender in its sole discretion (the "Milestones"). To the extent such Milestones require the delivery, filing or entry of an order with respect to any document, pleading or order, such document, pleading or order, as applicable, shall be in form and substance acceptable to the DIP Lender:

(i) The Bankruptcy Court shall have entered the Interim Order no later than two business days after the Petition Date;
(ii) Entry of the Final DIP Order within 28 days of the Petition Date, which order shall not be stayed or subject to appeal;
(iii) The Debtors shall have filed a motion seeking approval of bid procedures for the sale of the Debtors' assets, and the order shall also permit approval of a stalking horse bid (the "**Bid Procedures Order**" and the bid procedures motion ("**Bid Procedures Motion**") no later than 7 calendar days after the Petition Date;
(iv) The Bankruptcy Court shall have entered the Final DIP Order no later than twenty-eight (28) days after the Petition Date;
(v) The Bankruptcy Court shall have entered the Bid Procedures Order no later than twenty-eight (28) days after the filing of the Bid Procedures Motion;
(vi) Unless a plan is proposed with a transaction and a transaction counterparty putting forward a non-refundable deposit of 10% of the total transaction value (the "**Plan Transaction Deposit**"), or other evidence of payment on or before the Bid Deadline, the auction toggle triggers, which requires
    a. The deadline to submit qualified bids shall be on or before February 27, 2026 (the "**Bid Deadline**").
    b. The Debtors selecting a Winning Bidder (the "**Winning Bidder**") on or before March 3, 2026;
    c. The Debtors shall hold an auction (if any), pursuant to the Bidding Procedures Order, no later than March 5, 2026;
    d. The Bankruptcy Court shall have entered one or more sale order(s) approving each of the winning bid(s) resulting from such sale(s) no later than March 9, 2026 (the "**Sale Order**"); and
    e. Subject to the Bankruptcy Court's entry of a Sale Order, closing of the winning bid(s) shall occur no later than April 3, 2026.

The Borrower may request an extension of the Bid Deadline (a "**Bid Deadline Extension**") by providing written notice to the DIP Lender at least three (3) business days prior to the Bid Deadline, and the DIP Lender shall not unreasonably withhold, condition, or delay its consent to such Bid Deadline Extension. In connection with a Bid Deadline Extension, the schedule set forth in clauses (b) through (e) above will be revised to reflect and align with the new Bid Deadline.

**Events of Default:** The Events of Default are as follows, each of which may be waived by the DIP Lender in its sole discretion (collectively, "**Events of Default**"):

(i) failure to make mandatory payments to the DIP Lender when due;

(ii) non-compliance with any obligations or covenants set forth herein or in any other DIP Documents, judgements, impairment of security interest in the DIP Collateral or other defaults;

(iii) failure to comply with any of the Chapter 11 Case Milestones;

(iv) occurrence of any Termination Event;

(v) reversal, vacatur or stay of the effectiveness of the Interim Order of Final Order;

(vi) non-compliance, subject to any applicable grace and/or cure periods, by any Loan Party with the terms of the applicable DIP Order then in effect;

(vii) the entry of an order in any of the Chapter 11 Cases granting relief from any stay or proceeding (including, without limitation, the automatic stay) so as to allow a third party to proceed with foreclosure (or other action) against any material assets of the Loan Parties;

(viii) the Debtors' filing of (or supporting another party in the filing of) a motion seeking entry of, or the entry of an order by the Bankruptcy Court, granting any superpriority claim or lien (except as contemplated herein) which is senior to or *pari passu* with the DIP Facility unless the proposed claim or lien would satisfy the DIP Facility in full as a condition to its making;

(ix) the Debtors' filing of a motion seeking entry of an order approving any key employee incentive plan, employee retention plan, or comparable plan without the DIP Lender's consent;

(x) the entry of an order (a) surcharging any of the DIP Collateral under Sections 105, 506(c), or any other section of the Bankruptcy Code, (b) allowing any administrative expense claim having priority over or ranking in parity with the DIP Claims or the rights of the DIP Lender, or (c) resulting in the marshaling of any DIP Collateral;

(xi) any action by any Debtor to (a) challenge the rights and remedies of the DIP Lender under the DIP Facility in any of the Chapter 11 Cases or acting in a manner inconsistent with the DIP Documents or (b) avoid or require disgorgement by the DIP Lender of any amounts received in respect of the obligations under the DIP Facility;

(xii) entry of an order without the express written consent of the DIP Lender obtaining additional financing from a party other than the DIP Lender under Section 364(d) of the Bankruptcy Code except if such financing contemplates either (a) ordinary course insurance finance or (b) payment in full of the DIP Facility;

(xiii) the making of any material payments in respect of prepetition obligations other than (a) as permitted by the Interim Order or the Final Order, (b) as permitted by any "first day," "second day" or other orders of the Bankruptcy Court reasonably satisfactory to the DIP Lender, or (c) as otherwise agreed to by the DIP Lender, and in each case as set forth in and otherwise consistent with the approved Budget;

(xiv) the cessation of the DIP Liens or the DIP Claims to be valid, perfected and enforceable in all respects;

(xv) permitted variances under the Budget are exceeded for any period of time without consent of or waiver by the DIP Lender;

(xvi) any Debtor asserting any right of subrogation or contribution against any other Debtor until all borrowings under the DIP Facility are paid in full and the commitments are terminated;

(xvii) subject to entry of the Final Order, the allowance of any claim or claims under Section 506(c) of the Bankruptcy Code or otherwise against any DIP Lender;

(xviii) the entry of an order in either of the Debtors' Chapter 11 Cases avoiding or requiring repayment of any portion of the payments made on account of the DIP Obligations owing under the DIP Documents;

(xix) an order shall have been entered by the Bankruptcy Court prohibiting, limiting or restricting the right of the DIP Lender to credit bid, under section 363(k) of the Bankruptcy Code, for any or all of the Debtors' assets;

(xx) the Debtors seeking to, or supporting any other person's motion to, (a) disallow in whole or in part the DIP Obligations, (b) challenge the validity and enforceability of the DIP Liens, (c) contest any material provision of any DIP Document; and

(xxi) any lender other than the DIP Lender shall provide any commitments or funding, including DIP Commitments or Loans in connection with any DIP Facility unless such commitments or loans provide for payment in full the outstanding amount of the DIP Obligations owing to the DIP Lender.

**Representations and Warranties:** The Loan Parties represent and warrant to the DIP Lender that (i) the execution of this DIP Facility has been duly authorized, validly executed and delivered by each Loan Party and constitutes each Loan Party's legal, valid and binding obligation, enforceable against it in accordance with its terms; and (ii) the Borrowers have no subsidiaries and do not intend to form any subsidiaries, other than Ample Japan GK, a godo kaisha registered in Japan, and Ample Iberia S.L., a limited company registered in Spain.

**Affirmative and Negative Covenants:** The Loan Parties shall:

(ii) Deliver to the DIP Lender and their counsel for review and comment, as soon as commercially reasonable, and in any event not less than two (2) calendar days prior to filing (or as soon thereafter as is reasonably practicable under the circumstances), all pleadings, motions and other documents material to the DIP Lender (provided that any of the foregoing relating to the DIP Facility, Sale Motion, Bidding Procedures, or sale of any assets of the Debtors shall be deemed material) to be filed on behalf of the Debtors with the Bankruptcy Court;

(iii) Promptly deliver to the DIP Lender and the DIP Lender's counsel, in accordance with any bidding procedures, copies of any substantive and bona fide written term sheets, proposals, presentations, amendments to any asset purchase agreement(s) or other documents, from any party, related to (i) the restructuring of the Debtors, or (ii) the sale of substantially all material assets of one or more of the Debtors;

(iv) Comply with all laws (including without limitation, the Bankruptcy Code, ERISA, environmental laws, OFAC, money laundering laws, PATRIOT Act and other anti-terrorism laws and anti-corruption laws), pay taxes, maintain all necessary licenses and permits and trade names, trademarks, patents, preserve corporate existence, maintain appropriate and adequate insurance coverage and permit inspection of properties, books and records;

(v) Maintain a cash management system as required by the Interim Order and the Final Order;

(vi) Comply with the Chapter 11 Cases Milestones.

(vii) Deliver the Budget, updated as described herein and adhere to the Budget;

(viii) Subject to the Budget and right to pay off the DIP Facility as set forth above, not incur or assume any additional debt or contingent obligations in respect of debt, give any guaranties in respect of debt, create any liens, charges or encumbrances or incur additional material lease obligations, in each case, beyond the agreed upon limits; not merge or consolidate with any other person, change the nature of

business or corporate structure or create or acquire new subsidiaries, in each case, beyond to be agreed upon limits; not amend its charter or by laws; not sell, lease or otherwise dispose of assets (including, without limitation, in connection with a sale leaseback transaction) outside the ordinary course of business and beyond to be agreed upon limits; not give a negative pledge on any assets in favor of any person other than the DIP Lender for the benefit of the DIP Lender; and not permit to exist any consensual encumbrance on the ability of any subsidiary to pay dividends or other distributions to the Borrower; in each case, subject to customary exceptions or baskets as may be agreed;

(ix) Other than the DIP Obligations or as otherwise set forth in the Interim Order or the Final Order, not prepay, redeem, purchase, defease, exchange or repurchase any debt or amend or modify any of the terms of any such debt or other similar agreements entered into by any Debtor;

(x) Except as permitted in a sale or plan that satisfies the DIP Facility, not make or commit to make any payments in respect of warrants, options, repurchase of stock, dividends or any other distributions.

(xi) Not make, commit to make, or permit to be made any bonus payments to executive officers of the Debtors and their subsidiaries in excess of the amounts set forth in the Budget;

(xii) Except as permitted in a sale or plan that satisfies the DIP Facility, not permit any change in ownership or control of any Debtor or any subsidiary or any change in accounting treatment or reporting practices without the prior consent of the DIP Lender, except as required by GAAP or as permitted or contemplated by the DIP Facilities;

(xiii) Without the prior written consent of the DIP Lender (at the direction of the DIP Lender), not make or permit to be made any change to the Interim Order or the Final Order;

(xiv) Diligently pursue the refund of the Duty Drawback and provide bi-weekly status reports to the DIP Lender relating to same;

(xv) Unless to satisfy the DIP Facility, not seek authorization for, and not permit the existence of, any claims other than that of the DIP Lender entitled to a superpriority under section 364(c)(1) of the Bankruptcy Code that is senior or pari passu with the DIP Lender's section 364(c)(1) claim, except for the Carve-Out;

**DIP Budget / Variance Reporting:** The DIP Lender shall receive an extended weekly budget and variance reporting (the "**Reporting"**) by 3:00 P.M. Central Time on Wednesday of each week, commencing with the first full calendar week following the date the Interim Order is entered, in accordance with the DIP Orders and in form and substance satisfactory to the DIP Lender. The DIP Lender shall also receive, in each case in form and substance satisfactory to the DIP Lender, financial reporting and other customary weekly reporting requirements for similar debtor-in-possession financings. The Debtors shall not cause cash disbursements for Total Operating Disbursement in the approved Budget to materially deviate upward by greater than 15% of the Total Operating Disbursements (as defined in the Budget) on a cumulative basis (the "**Permitted Variances**") for any Budget Period. The Borrower shall submit the Budget in four-week increments (each, a "**Budget Period**"), and Reporting shall be submitted on a cumulative basis for the current Budget Period only, and will not include any reporting for any prior Budget Period (i.e. for each Budget Period, the Reporting in Week 1 will include the first week of such Budget Period only, the Reporting in Week 2 will include the first two weeks of such Budget Period, and so on, until the Reporting includes a maximum of four weeks).

Following the end of each Budget Period, the Borrower will submit a new Budget, and calculations of the Permitted Variances will re-set. Following the initial Budget Period, if approval of the Budget for any subsequent Budget Period is unreasonably withheld by the DIP Lender, the prior Budget will continue to apply, but, for the avoidance of doubt, the calculation of Permitted Variances will nonetheless re-set.

**Other Reporting Requirements:** The DIP Lender shall receive, in each case in form and substance satisfactory to the DIP Lender, financial reporting and other customary reporting requirements for similar debtor-in-possession financings and others determined by the DIP Lender in its discretion to be appropriate to the transactions contemplated herein, including, without limitation, with respect to material adverse events, events and notices under other material debt instruments, litigation, contingent liabilities, ERISA or environmental events.

**Due Diligence Access:** The Loan Parties shall provide, and shall direct their respective advisors and other representatives to provide, due diligence items reasonably required by the DIP Lender in connection with the entry by the parties into the DIP Loans and the security interests as herein provided. The Loan Parties shall furnish supplemental information or documentation which DIP Lender or their respective counsel reasonably deems necessary in connection with the DIP Facility

**Carve-Out:** The Carve-Out shall be, collectively, (a) all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee (the "U.S. Trustee") pursuant to 28 U.S.C. §1930(a) *plus* interest at the statutory rate, if any, pursuant to 31 U.S.C § 3717 (without regard to the Carve-Out Trigger Notice (as defined below)), (b) reasonable fees and expenses incurred by a trustee and payable under section 726(b) of the Bankruptcy Code in an aggregate amount not to exceed $25,000 (without regard to the Carve-Out Trigger Notice), and (c) to the extent allowed at any time, all accrued unpaid fees and expenses of the professionals retained by the Debtors and, subject to amounts set forth in any approved budget that (i) are incurred on or prior to the two business days succeeding the date of delivery of the Carve-Out Trigger Notice, or (ii) are incurred after the second business day succeeding the date of delivery of a Carve-Out Trigger Notice, subject to an aggregate cap (for all fees included in (ii)) of $250,000 for the Debtors' professionals.

Contemporaneously with the initial funding of the DIP Term Loans, the Debtors will transfer cash proceeds from the DIP Facility in an amount equal to the total budgeted weekly fees and expenses incurred by the Debtors' retained professionals for the first two weekly periods set forth in any approved budget and thereafter on a weekly basis until receipt of a Carve-Out Trigger Notice, in each case, excluding any other transaction fees of any investment banker of the Debtors, into an escrow account to be established by the Debtors, with notice to the DIP Lender, in connection with the Chapter 11 Cases (the "**Professional Fee Reserve**").

Amounts funded into the Professional Fee Reserve shall be considered used by the Debtors at such time as they are deposited into the Professional Fee Reserve for distribution to professionals in accordance with orders of the Bankruptcy Court. Any amounts remaining in the Professional Fee Reserve after payment of allowed fees and expenses shall be DIP Collateral. The Professional Fee Reserve shall not constitute a cap on the professional fees included in the Carve-Out.

"**Carve-Out Trigger Notice**" shall mean a written notice delivered by the DIP Lender to the Debtors' lead counsel and the U.S. Trustee, which notice may only be delivered following the occurrence and during the continuation of an Event of Default under the DIP Facility.

**Indemnification and Reimbursement of Expenses:**

The Borrowers shall pay (i) all costs and expenses incurred by the DIP Lender (including reasonable and documented out-of-pocket fees and disbursements of Fishel Law Group (and local counsel, if any) and a designated financial advisor, in each case incurred in connection with the DIP Facility, and the preparation, execution, delivery and administration of this DIP Term Sheet and any amendments, modifications or waivers of the provisions hereof and (ii) all costs and expenses incurred by the DIP Lender, including the reasonable and documented out-of-pocket fees, charges and disbursements of counsel for the DIP Lender, in connection with the preservation, enforcement or protection of any rights or remedies (A) in connection with the DIP Facility or this DIP Term Sheet (including all such reasonable and documented out-of-pocket costs and expenses incurred during any legal proceeding, including any proceeding under any debtor relief laws) or (B) in connection with the DIP Term Loans to be made hereunder, including all such reasonable and documented out-of-pocket costs and expenses incurred during any workout, restructuring or negotiations in respect of such DIP Term Loans.

The Borrower shall defend, protect, indemnify, pay and hold harmless the DIP Lender and each of their respective officers, directors, affiliates, attorneys, employees and agents (each an "**Indemnified Party**") for and from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, actions, judgments, suits, fees, costs, charges, expenses and disbursements of any kind or nature whatsoever (including reasonable and documented out-of-pocket fees and disbursements of one outside counsel) arising out of or in any way relating to or as a consequence, direct or indirect, of: (i) the DIP Facility, including this DIP Term Sheet, any documents or instruments relating thereto, and/or the transactions contemplated hereby or thereby, (ii) any action or failure to act or action taken only after delay or the satisfaction of any conditions by any Indemnified Party in connection with and/or relating to the negotiation, execution, delivery or administration of the DIP Term Sheet, the DIP Facility established hereunder, any documents or instruments relating thereto, and/or the transactions contemplated hereby, (iii) Borrower's failure to observe, perform or discharge any of its covenants, obligations, agreements or duties under or breach of any of the representations or warranties made in this DIP Term Sheet, (iv) the enforcement of any of the rights and remedies of the DIP Lender under this DIP Term Sheet and any documents or instruments relating thereto, (v) any threatened or actual imposition of fines or penalties, or disgorgement of benefits, for violation of any anti-terrorism law by the Borrower, and (vi) any claim, litigation, proceeding or investigation instituted or conducted by any governmental body or instrumentality or any other person with respect to any aspect of, or any transaction contemplated by, or referred to in, or any matter related to, the DIP Facility including this DIP Term Sheet, any documents or instruments relating thereto, whether or not the DIP Lender is a party thereto; except to the extent any portion of such claims, demands, liabilities, obligations, losses, damages, penalties, fines, actions, judgments, suits, fees, costs, charges, expenses and disbursements are found by a final and non-appealable decision of a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct.

The foregoing reimbursement and indemnification obligations of the Borrowers and the DIP Lender shall survive the payment in full of the DIP Obligations, the termination of the DIP Facility and the resignation or removal of the DIP Lender.

All out-of-pocket accrued and unpaid fees, costs, disbursements, and expenses of the DIP Lender, including the reasonable fees and expenses of Fishel Law Group, as counsel (and local counsel, if any) to the DIP Lender, and a financial advisor to the DIP Lender, incurred in connection with the DIP Facility and shall be included for payment in the first Interim Draw. Subsequent to the first Interim Draw, Borrower agrees to pay all reasonable costs and expenses incurred by the DIP Lender, including legal and other advisory fees as they come due subject to the conditions set forth in the Orders.

**Amendments:** No amendment or waiver of any provision of this DIP Term Sheet or the DIP Facility, and no consent to any departure by the Borrower or the DIP Lender therefrom, shall be effective unless in writing and agreed by DIP Lender and the Borrowers (which may be in the form of an email or other written communication and which may come from primary counsel to the DIP Lender, DIP Lender or the Borrower, as applicable) such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

**Release:** Each Loan Party, for itself and its successors, assigns, parents, subsidiaries, affiliates, predecessors, employees, agents, heirs and executors, as applicable, hereby fully and unconditionally releases each of the DIP Lender, and their respective directors, officers, employees, subsidiaries, affiliates, attorneys, agents, representatives, successors and assigns (collectively, the "**Released Parties**") from any and all claims, causes of action, costs or demands of whatever kind or nature, whether known or unknown, liquidated or unliquidated, fixed or contingent, asserted or unasserted, foreseen or unforeseen, or matured or unmatured, which any Loan Party may have had against the Released Parties by reason of any act or omission on the part of the Released Parties occurring prior to the date hereof, in each case regarding or relating to this DIP Term Sheet, the DIP Facility, or any document or instrument relating thereto (collectively, the "**Released Matters**"). The Orders shall include a customary release of the DIP Lender, with respect to the Released Matters and any and all claims and causes of action arising from or related to the DIP Facility.

**Waivers:** The DIP Orders shall include terms and conditions customary for final DIP financing orders, including, without limitation, waiver of the automatic stay, credit-bidding rights, "no marshaling" provisions, and waivers of the imposition of costs pursuant to Section 506(c) of the Bankruptcy Code and the "equities of the case" exception in Section 552(b) of the Bankruptcy Code, in each case, to the extent applicable.

**Governing Law Notice:** New York

**Counsel to the DIP Lender:** Fishel Law Group

Docusign Envelope ID: CF0490F6-184A-4A50-B0FA-30C19AF60FEE



**IN WITNESS HEREOF**, the parties hereby execute this DIP Term Sheet as of the date first written above.

AMPLE, INC., as Borrower

Signed by:

Ann C. Huynh

D2CEB2AFF79B474...

Name: Ann C. Huynh
Title: Chief Restructuring Officer

Docusign Envelope ID: CF0490F6-184A-4A50-B0FA-30C19AF60FEE



**IN WITNESS HEREOF**, the parties hereby execute this DIP Term Sheet as of the date first written above.

AMPLE TEXAS EV, LLC, as Guarantor

Signed by:
Ann C. Huynh
D2CEB2AFF79B474...
Name: Ann C. Huynh
Title: Chief Restructuring Officer

Docusign Envelope ID: CF0490F6-184A-4A50-B0FA-30C19AF60FEE


**IN WITNESS HEREOF**, the parties hereby execute this DIP Term Sheet as of the date first written above.

TWELVE BRIDGE CAPITAL, LLC, as DIP Lender

Signed by:
Ric T. Best
AA5681E44D364E3...

Name: Ric T. Best
Title: Manager

docusign

## Certificate Of Completion

Envelope Id: CF0490F6-184A-4A50-B0FA-30C19AF60EEE
Status: Completed
Subject: Complete with Docusign: 12BC Ample FINAL DIP Term Sheet (Long Form) (Execution).pdf
Source Envelope:
Document Pages: 17
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Nancy J. Jones
9201 E Dry Creek Rd
Centennial, CO 80112
nancy.jones@pillsburylaw.com
IP Address: 165.85.199.113

## Record Tracking

Status: Original
12/14/2025 1:57:11 PM

Holder: Nancy J. Jones
nancy.jones@pillsburylaw.com

Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Ann C. Huynh<br>ahuynh@getzlerhenrich.com<br>Security Level: Email, Account Authentication (None) | Signed by:<br>Ann C. Huynh<br>D2CEB2AFF79B474...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address:<br>2600:1700:cd0:cc30:9cf7:558f:223c:b7f8 | Sent: 12/14/2025 2:03:18 PM<br>Viewed: 12/14/2025 2:06:11 PM<br>Signed: 12/14/2025 2:06:52 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 12/14/2025 2:06:11 PM<br>ID: b64ab342-55ec-4d38-91c7-e28d249ca065 | | |
| Ric T. Best<br>Ric@twelvebridgecapital.com<br>Security Level: Email, Account Authentication (None) | Signed by:<br>Ric T. Best<br>AA5681F44D364E3...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 2600:387:15:2519::7<br>Signed using mobile | Sent: 12/14/2025 2:03:18 PM<br>Viewed: 12/14/2025 5:21:16 PM<br>Signed: 12/14/2025 5:21:40 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 12/14/2025 5:21:16 PM<br>ID: 8b0981c0-4875-41b7-ba4e-3d4e04585c11 | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Andrew Alfano<br>andrew.alfano@pillsburylaw.com<br>Security Level: Email, Account Authentication (None) | COPIED | Sent: 12/14/2025 2:03:20 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Hugh M. Ray, III<br>hugh.ray@pillsburylaw.com<br>President<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 10/21/2024 8:13:35 PM<br>ID: 6dedb256-fa29-409e-bc22-7a03c61d8196 | COPIED | Sent: 12/14/2025 2:03:18 PM |
| Joshua Stenhjem<br>joshua.stenhjem@pillsburylaw.com<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 12/14/2025 2:03:19 PM |
| Nancy J. Jones<br>nancy.jones@pillsburylaw.com<br>Legal Secretary<br>Pillsbury Winthrop Shaw Pittman<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 12/14/2025 2:03:19 PM<br>Resent: 12/14/2025 5:21:48 PM |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
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| Envelope Sent | Hashed/Encrypted | 12/14/2025 2:03:20 PM |
| Certified Delivered | Security Checked | 12/14/2025 5:21:16 PM |
| Signing Complete | Security Checked | 12/14/2025 5:21:40 PM |
| Completed | Security Checked | 12/14/2025 5:21:40 PM |

| Payment Events | Status | Timestamps |
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**Electronic Record and Signature Disclosure**

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From time to time, Pillsbury (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Pillsbury:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: yvonne.sexton@pillsburylaw.com

**To advise Pillsbury of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at yvonne.sexton@pillsburylaw.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Pillsbury**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to yvonne.willis@pillsburylaw.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Pillsbury**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to yvonne.sexton@pillsburylaw.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Pillsbury as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Pillsbury during the course of your relationship with Pillsbury.

**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

| | | |
|---|---|---|
| In re: | § | |
| | § | |
| AMPLE, INC., *et al.*,[1] | § | Case No. 25-90817 (CML) |
| | § | Chapter 11 |
| Debtors. | § | (Joint Administration Requested) |
| | § | |

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN SENIOR SECURED PRIMING SUPERPRIORITY POSTPETITION FINANCING, AND GRANT LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (II) MODIFYING THE AUTOMATIC STAY, (III) SCHEDULING A FINAL HEARING, AND (IV) GRANTING RELATED RELIEF**
**(Relates to Docket No. ___)**

The Court has reviewed and considered the motion (the "DIP Motion")[2] of Ample Texas EV, LLC, and Ample, Inc., each a debtor and debtor in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), pursuant to sections 105, 361, 362, 363, 364, 503, 506, 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rules 2002-1, 4001-1, 4002-1 and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Local Rules"), and the Procedures for Complex Cases in the Southern District of Texas (the "Complex Case Procedures" and, together with the Bankruptcy Local Rules, the "Local Rules") promulgated by the United States Bankruptcy Court for the Southern District of Texas (the "Court") seeking, among other things:

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[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's taxpayer identification number are: Ample Inc. (4015) and Ample Texas EV, LLC (6832). A copy of this Motion is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

[2] Capitalized terms used but not defined herein are given the meanings ascribed to such terms in the DIP Motion or the DIP Term Sheet, as applicable.

(A) pursuant to Bankruptcy Rule 4001, an interim hearing (the "Interim Hearing") on the DIP Motion to be held before this Court to consider entry of an order granting the DIP Motion on an interim basis (this "Interim Order");

(B) authorization for the Debtors to obtain senior secured post-petition financing (the "DIP Facility") consisting of multi-draw term loans (the "DIP Term Loans") in a principal amount not to exceed $6,000,000 (the "DIP Term Loan Commitment") from Twelve Bridge Capital, LLC (the "DIP Lender") pursuant to that certain DIP Term Sheet agreement by and among the Debtors, as Borrowers, the DIP Lender, as Lender, (the "DIP Term Sheet" and, together with any definitive documents, instruments, amendments, schedules or exhibits among the parties, the "DIP Loan Documents"); $2,500,000 of which shall be available upon entry and subject to this Interim Order (the "Initial Draw") provided that the conditions precedent in the DIP Term Sheet are satisfied;

(C) approval of the terms of the DIP Term Sheet and authorization for the Debtors to execute and enter into the DIP Term Sheet upon the terms and conditions for the DIP Facility and to perform such other and further acts as may be required by the DIP Lender in connection with any DIP Loan Document;

(D) authorization for the Debtors, immediately upon entry of this Interim Order, to use the proceeds of the DIP Term Loans as expressly provided in the DIP Loan Documents and solely in accordance with this Interim Order and the applicable approved Budget;

(E) authorization for the Debtors to grant to the DIP Lender superpriority administrative claims pursuant to section 364(c)(1) of the Bankruptcy Code payable from and secured by Liens pursuant to section 364(c)(2) and 364(c)(3) of the Bankruptcy Code and priming liens pursuant to section 364(d) of the Bankruptcy Code on, all prepetition and post-petition

property of the Debtors' estates and all proceeds thereof (except as otherwise expressly provided herein);

(F) subject to entry of a Final Order, the waiver of the Debtors' right to surcharge the DIP Collateral pursuant to section 506(c) of the Bankruptcy Code subject to the provisions set forth below;

(G) subject to entry of a Final Order, the waiver of the equitable doctrine of "marshaling" and other similar doctrines as to the DIP Lender, in each case subject to the provisions set forth below;

(H) modification of the automatic stay to the extent set forth herein and in the DIP Loan Documents; and

(I) the scheduling of a final hearing (the "Final Hearing") to consider entry of a final order (the "Final Order," and together with the Interim Order, the "DIP Orders") approving the relief granted herein on a final basis and authorizing the Debtors to forthwith borrow from the DIP Lender under the DIP Loan Documents up to the full amount of the DIP Facility.

The Court has considered the DIP Motion, all pleadings related thereto, including all objections to the DIP Motion, as well as the evidence submitted, and the oral arguments of record made by the Debtors at the Interim Hearing held on December 18, 2025. After due deliberation and consideration, the Court finds and concludes that good and sufficient cause exists to enter this Interim Order, as follows:[3]

[3] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

1. Petition Date. On December 16, 2025 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court commencing the Chapter 11 Cases.

2. Debtors in Possession. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

3. Jurisdiction and Venue. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Court may enter a final order consistent with Article III of the United States Constitution.

4. Notice. Proper, timely, adequate, and sufficient notice of the Interim Hearing and the relief requested in the DIP Motion has been provided to (a) the U.S. Trustee, (b) U.S. Bank Equipment Finance and Raymond Leasing Corporation, (c) counsel to the DIP Lender (Fishel Law Group), (d) all other parties asserting a lien on or a security interest in the assets of the Debtors to the extent reasonably known to the Debtors, (e) the United States Attorney's Office for the Southern District of Texas, (f) the Internal Revenue Service, (g) those creditors holding the 30 largest unsecured claims against the Debtors' estates, (h) the state attorneys general for states in which the Debtors conduct business, and (i) any additional party identified in section E of the Complex Case Procedures.

5. Findings Regarding the DIP Term Loans.

(a) *Need for Post-Petition Financing*. The Debtors have an immediate and critical need to obtain the DIP Facility. The Debtors' ability to obtain the DIP Term Loans is critical to their efforts to obtain the best value for their assets pursuant to any financing or sale transactions to be effectuated by the Debtors in these Chapter 11 Cases.

(b) *No Credit Available on More Favorable Terms*. The DIP Lender has indicated a willingness to provide the Debtors with the DIP Term Loans on the terms and conditions set forth in this Interim Order and in the DIP Term Sheet. After considering all of the alternatives, the Debtors have concluded, in an exercise of their sound business judgment, that the DIP Term Loans to be provided by the DIP Lender pursuant to the terms of this Interim Order and the DIP Term Sheet represent the best financing presently available to the Debtors. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain: (a) unsecured credit having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a) and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Debtors and their Estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their Estates that is subject to a lien. Given their current financial condition, financing arrangements, and capital structure, the Debtors have been unable to obtain credit on more favorable terms and conditions than those provided in this Interim Order.

(c) *Priming of the Prepetition Liens*. The priming of the Prepetition Liens on the Prepetition Collateral under section 364(d) of the Bankruptcy Code, as contemplated by the DIP Term Sheet and as further described below, will enable the Debtors to obtain the DIP Facility and to continue to operate their businesses for the benefit of their estates and creditors, and the

Debtors would not be able to obtain debtors-in-possession financing in a sufficient amount without the Court granting such priming liens. Consistent with the requirements of section 364(d) of the Bankruptcy Code, any prepetition secured lender (if it exists) shall receive adequate protection as set forth in this Interim Order pursuant to sections 361, 363, and 364 of the Bankruptcy Code, against any post-petition diminution in value of any such prepetition lenders' respective liens and interests in any of their prepetition collateral (including Cash Collateral, of which the Debtors assert there is none prepetition) resulting from, among other things, (i) the use, sale, or lease by the Debtors of such collateral, (ii) the market value decline of such collateral, (iii) the use of alleged prepetition Cash Collateral by the Debtors, (iv) the imposition of the automatic stay, (v) the subordination of any prepetition liens and prepetition secured obligations to the Carve-Out, the DIP Liens, and the DIP Obligations, in each case, as set forth in this Interim Order, and (vi) any other act or omission which causes diminution in the value of their respective liens or interests in any prepetition collateral (including prepetition Cash Collateral, should any exist) (collectively, "Diminution").

(d) *Good Cause Shown*. Good cause has been shown for immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(c)(2), and, to the extent it applies, Bankruptcy Rule 6003, as the Court finds that entry of this Interim Order is necessary to avoid immediate and irreparable harm to the Debtors and their estates. Entry of this Interim Order is in the best interest of the Debtors, their estates, and creditors. The terms of the DIP Term Sheet are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

(e) *Good Faith*. The Debtors and the DIP Lender have negotiated the terms and conditions of the DIP Term Sheet and this Interim Order in good faith and at arm's-length, and any credit extended and loans made to the Debtors pursuant to this Interim Order shall be, and hereby are, deemed to have been extended, issued or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code.

6. Disposition. The DIP Motion is approved on an interim basis on the terms and conditions set forth in this Interim Order. This Interim Order shall become effective immediately upon its entry. Any objections that were made to the DIP Motion or the entry of this Interim Order (to the extent such objections have not been withdrawn, waived, resolved, or settled) are hereby overruled on the merits. To the extent the terms of the DIP Term Sheet differ in any material respect from the terms of this Interim Order, this Interim Order shall control.

7. Approval of DIP Loan Documents. The terms and conditions of the DIP Term Sheet are hereby approved. The Debtors are hereby authorized to execute the DIP Term Sheet and such additional documents, instruments, and agreements as may be reasonably required by the DIP Lender to implement the terms or effectuate the purposes of this Interim Order; provided, however that such additional DIP Loan Documents shall be filed with the Court prior to the Final Hearing on the DIP Motion.

8. DIP Term Loans Authorized. Immediately upon entry of this Interim Order, the Debtors are hereby authorized to borrow the Initial Draw up to the principal amount of $2,500,000. If the Final Order is entered, the Debtors will be authorized to borrow the full amount of the DIP Commitment up to the aggregate principal amount of $6,000,000 under the terms of such DIP Loan Documents approved, and Final Order entered, by the Court.

9. DIP Collateral. As security for the DIP Obligations (as defined herein), effective immediately upon entry of the Interim Order, pursuant to sections 361, 362, 364(c), and 364(d) of the Bankruptcy Code, the DIP Lender is hereby granted valid, binding, continuing, enforceable, non-avoidable, and automatically and properly perfected security interests and DIP Liens (defined below) on all of the Debtors' assets owned whether now existing or hereafter arising and wherever located, tangible or intangible, of each of the Debtors (the "DIP Collateral"), including, without limitation, building improvements, Stalking Horse deposit, proceeds from the Duty Drawback (as defined in the DIP Term Sheet), inventory, accounts receivable, real and personal property, , equipment, rights under leases and other contracts, patents, copyrights, licenses, trademarks, trade names and other intellectual property and capital stock of the Debtors, and the proceeds thereof (including, without limitation, proceeds from the disposition of real property, including non-residential leaseholds). For the avoidance of doubt, the DIP Collateral shall not include any avoidance actions brought pursuant to chapter 5 of the Bankruptcy Code or section 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state law or foreign law equivalents (such actions, collectively, "Avoidance Actions"); provided, however, that subject to entry of the Final Order, the proceeds of such Avoidance Actions ("Avoidance Action Proceeds") shall be included in the DIP Collateral.

10. DIP Obligations. The DIP Term Loans include all loans made to or for the benefit of the Debtors on or after the Petition Date under the DIP Loan Documents, together with all fees and interest thereon, and all other fees and other liabilities owed by the Debtors to the DIP Lender under the DIP Loan Documents and this Interim Order (collectively, the "DIP Obligations"). The DIP Term Loans shall: (i) bear interest payable at the rates set forth in the DIP Term Sheet; (ii) be secured in the manner specified herein; (iii) be payable in accordance with the terms of the DIP

Term Sheet; and (iv) otherwise be governed by the terms set forth herein and in the DIP Term Sheet. The DIP Liens and DIP Obligations shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases, upon the conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (each such case or proceeding, a "Successor Case"), and/or upon the dismissal of the Chapter 11 Cases. Subject to the entry of the Final Order, the DIP Liens shall not be subject to the "equities of the case" exception of section 552 of the Bankruptcy Code, section 506(c) of the Bankruptcy Code, or section 551 of the Bankruptcy Code.

11. DIP Liens. Effective immediately upon the entry of this Interim Order and subject to the Carve Out, as set forth more fully in this Interim Order, the DIP Lender is hereby granted the following security interests and liens, which shall immediately be valid, binding, automatically perfected, continuing, enforceable, and unavoidable (all liens and security interests granted to the DIP Lender pursuant to this Interim Order and any Final Order, the "DIP Liens"):

(a) Pursuant to Bankruptcy Code sections 507(b) and 364(c)(1), an allowed claim in the Chapter 11 Cases that has priority over any and all administrative expenses and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) or 507(b); and

(b) Pursuant to section 364(d)(1) of the Bankruptcy Code, valid, enforceable, fully perfected security interests in and first priority priming liens upon all of the Debtors' rights in property of the Debtors' estates as of the Petition Date, and all of the Debtors' rights in property acquired post-petition (and proceeds thereof), whether now existing or hereafter acquired or

arising, which liens shall be subject to the Carve Out; *provided*, *however*, that the DIP Liens on Avoidance Action Proceeds, if any, shall be subject to entry of the Final Order.

12. Perfection of DIP Liens. The DIP Liens will automatically attach to the DIP Collateral and become valid and perfected immediately upon entry of the Interim Order without the requirement of any further action by the DIP Lender; *provided*, *however*, that if the DIP Lender determines to file any mortgages, financing statements, notice of liens or similar instruments, the Debtors will cooperate and assist in any such filings and the automatic stay shall be modified to allow such filing.

13. DIP Lien Priority. The DIP Liens shall secure all of the DIP Obligations, to the extent and subject to the priorities set forth herein, and shall at all times have a higher priority and shall remain senior to the rights of the Debtors, any prepetition lenders, any chapter 7 or chapter 11 trustee, and any other secured, administrative priority, unsecured or other claims of any party in the Chapter 11 Cases (subject only to the Carve Out or except as otherwise (and solely to the extent) expressly provided herein), and the DIP Liens and the DIP Super-Priority Claims (as defined herein) granted herein shall not be made or become subject, junior, or subordinated to any "priming" or other liens, nor made *pari passu* with any other lien, security interest, or claim heretofore or hereafter granted under section 364 of the Bankruptcy Code or otherwise, in the Chapter 11 Cases (subject only to the Carve Out) or any Successor Cases.

14. DIP Super-Priority Claims. The DIP Obligations shall, pursuant to section 364(c)(1) of the Bankruptcy Code, at all times constitute allowed super-priority administrative expense claims (the "DIP Super-Priority Claims") of the DIP Lender against the Debtors and be payable from and have recourse to all assets and property of the Debtors. Subject only to the Carve Out, the DIP Super-Priority Claims shall have priority over any and all other administrative

expenses, adequate protection claims, diminution in value claims, and all other claims asserted against the Debtors now existing or hereafter arising of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all other administrative expenses or other claims arising under any other provisions of the Bankruptcy Code, including sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(b), 506(b), 506(c), 507(a), 507(b), 507(d), 546, 726, 1113, or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other nonconsensual lien, levy, or attachment. The DIP Super-Priority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered an administrative expense allowed under section 503(b) of the Bankruptcy Code and shall be payable from and have recourse to all pre- and post-petition assets and property, whether existing on the Petition Date or thereafter acquired, of the Debtors and all proceeds thereof. Other than as expressly provided herein with respect to the Carve Out, no costs or expenses of administration, including, without limitation, Professional Fees allowed and payable under sections 328, 330, and 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in the Chapter 11 Cases or in any Successor Cases and no priority claims are or will be senior to, prior to, or *pari passu* with the DIP Liens, the DIP Super-Priority Claims, or any of the DIP Obligations or with any other claims of the DIP Lender arising hereunder or otherwise in connection with the DIP Facility.

15. No Obligation to Extend Credit. The DIP Lender shall have no obligation to make any loan under the DIP Term Sheet unless all of the conditions precedent under the DIP Term Sheet and this Interim Order have been satisfied in full or waived by the DIP Lender in its sole discretion in accordance with the terms of the DIP Term Sheet.

16. Use of Proceeds of the DIP Term Loans. As a condition to providing the DIP Facility, the DIP Lender requires, and the Debtors have agreed, that all proceeds of the DIP Term Loans shall be used or applied solely for the purposes expressly permitted in, and in a manner consistent with, the Approved Budget (as defined herein), including (i) to pay transaction costs, fees and expenses that are incurred in connection with the DIP Facility, including professional fees of the DIP Lender; to pay professional fees of the Debtors; and iii) for working capital and other general corporate purposes permitted by Bankruptcy Court orders and the approved Budget, including any ordinary course costs and expenses of administration of the Chapter 11 Cases which do not require Bankruptcy Court approval.

17. Maturity Date. Pursuant to the DIP Term Sheet and any applicable DIP Loan Documents subsequently approved by the Court, on the applicable Maturity Date, all DIP Obligations shall be immediately due and payable, all commitments to extend credit under the applicable DIP Facility will terminate.

18. Certain Events of Default. The occurrence of any of the following events, unless waived by the DIP Lender in writing, shall constitute an event of default (collectively, the "Events of Default"): (a) any "Event of Default" identified in this Interim Order; (b) the failure of the Debtors to perform, in any respect, any of the terms, provisions, conditions, covenants, or obligations under this Interim Order; or (c) the occurrence of an "Event of Default" under the DIP Term Sheet.

19. Rights and Remedies Upon Event of Default. The automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to the extent necessary to permit the DIP Lender to enforce all rights under the DIP Term Sheet and any applicable DIP Loan Documents (subject to the terms of this Interim Order) and (i) upon the occurrence and during the continuation

of an Event of Default that has not been waived by the DIP Lender or the Maturity Date, declare by written notice (A) the termination, reduction or restriction of any further DIP Commitment to the extent any such DIP Commitment remains and (B) all DIP Obligations to be immediately due and payable, without presentment, demand, protest, or other notice of any kind, all of which are expressly waived by the Debtors (such notice, a "Termination Notice") (which notice shall be filed on the docket of these Chapter 11 Cases) and (ii) upon the occurrence and during the continuation of an Event of Default that has not been waived by the DIP Lender or the Maturity Date, after the giving of five (5) business days' prior written notice (such five (5) business day period, the "Remedies Notice Period") to counsel to the Debtors, counsel to the Committee (if any), and the U.S. Trustee, the DIP Lender may, subject to the terms of this Interim Order, exercise all rights and remedies provided for in the DIP Term Sheet, applicable DIP Loan Documents and applicable law, including (a) immediately terminate and/or revoke the Debtors' right under this Interim Order and any other DIP Loan Documents to use any postpetition cash collateral; (b) terminate the DIP Facility and any DIP Loan Documents as to any future liability or obligation of the DIP Lender but without affecting any of the DIP Obligations or the DIP Liens securing such DIP Obligations; (c) declare all DIP Obligations to be immediately due and payable; and (d) invoke the right to charge interest at the default rate under the DIP Loan Documents. Following the delivery of such notice and prior to exercising remedies with respect to any DIP Collateral, the DIP Lender shall file a motion (the "Stay Relief Motion") seeking emergency relief from the automatic stay. In any hearing regarding any exercise of rights or remedies under the DIP Loan Documents, the Debtors may seek relief from the Court seeking to stay the DIP Lender's exercise of any rights and remedies. The Debtors shall not object to any request for such Stay Relief Motion to be heard on shortened notice. Until such time as the Stay Relief Motion has been adjudicated by the Court, the

Debtors shall continue to have the right to use post petition cash collateral solely to pay necessary expenses to avoid irreparable harm to the Debtors' estates, fund the Carve Out in accordance with the terms of this Interim Order and the Approved Budget during the Remedies Notice Period and pending any final determination from the Court. As soon as reasonably practicable following receipt of a Termination Notice, the Debtors shall file a copy of the same on the docket of the Chapter 11 Cases.

20. Authorization to Use Cash Collateral. All cash and cash equivalents of the Debtors, whenever or wherever acquired, and the proceeds of all collateral pledged to the DIP Lender, constitute "Cash Collateral", as contemplated by section 363(a) of the Bankruptcy Code. Based on the testimony of the Debtor, the Court finds no prepetition lender has a claim to cash collateral. Subject to the terms and conditions of this Interim Order, and in a manner consistent with the Approved Budget, the Debtors are authorized to use the DIP Lender's Cash Collateral. Nothing in this Interim Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or either Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this Interim Order (including with respect to the Carve Out).

21. Binding Effect. Upon the entry of this Interim Order, or the execution and delivery of the DIP Term Sheet, whichever occurs first, the Interim Order or the DIP Term Sheet shall constitute valid, binding and continuing obligations of the Debtors, enforceable against each Debtor in accordance with the terms thereof. No obligation, payment, transfer or grant of security under the DIP Term Sheet, any DIP Loan Documents or this Interim Order shall be stayed, restrained, voided, voidable, or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim.

22. Amendment of the DIP Term Sheet. The Debtors and the DIP Lender may enter into one or more amendments, waivers, consents, or other modifications to and under the DIP Term Sheet, in each case, in accordance with the terms of the applicable DIP Term Sheet and in such form as the Debtors and DIP Lender agree, in the DIP Lender's sole discretion, and no further approval of this Court shall be required for any amendment, waiver, consent, or other modification to and under the DIP Term Sheet (and any fees paid in connection therewith) that does not materially and adversely affect the Debtors or which does not (i) shorten the maturity of the DIP Facility, (ii) increase the principal amount of or the rate of interest on the DIP Facility, or (iii) change any event of default, add any covenants, or amend the covenants to be materially more restrictive; provided, however, any such material amendment, waiver, consent, or other modification shall be subject to further Court approval. Copies of all amendments and modifications to and under the DIP Term Sheet, regardless of materiality, shall be provided to the U.S. Trustee, the Prepetition Lender, and the Committee, if any, prior to any such amendment or modification becoming effective and binding on the Debtors and their Estates. No consent to any such amendment, waiver, consent, or modification shall be implied by any action, inaction, or acquiescence of the DIP Lender.

23. Carve Out. Notwithstanding anything to the contrary in this Interim Order, the DIP Facility shall be subject and subordinate to the carve out described herein (the "Carve Out"). The Carve Out is, collectively, (a) all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee (the "U.S. Trustee") pursuant to 28 U.S.C. §1930(a) *plus* interest at the statutory rate, if any, pursuant to 31 U.S.C § 3717 (without regard to the Carve-Out Trigger Notice (as defined below)), (b) reasonable fees and expenses incurred by a trustee and payable under section 726(b) of the Bankruptcy Code in an aggregate amount not to exceed

$50,000 (without regard to the Carve-Out Trigger Notice), and (c) to the extent allowed at any time, all accrued unpaid fees and expenses of the professionals retained by the Debtors and, subject to amounts set forth in any approved budget that (i) are incurred on or prior to the two business days succeeding the date of delivery of the Carve-Out Trigger Notice, or (ii) are incurred after the second business day succeeding the date of delivery of a Carve-Out Trigger Notice, subject to an aggregate cap (for all fees included in (ii)) of $250,000 for the Debtors' professionals, subject to the terms of the Approved Budget, the Interim Order, the Final Order and any other interim or other compensation orders entered by the Court that are incurred:

(a) at any time before delivery to the Debtors of a Carve Out Trigger Notice (as defined herein), whether allowed by the Court prior to the delivery of a Carve Out Trigger Notice, subject to any limits imposed by the Approved Budget, the Interim Order or Final Order; and

(b) after the occurrence and during the continuance of an Event of Default (as defined below) and delivery of written notice thereof, (the "Carve Out Trigger Notice"), (which may be by email) to the Debtors, the Debtors' counsel, the United States Trustee, and lead counsel for the Committee, if any, in an aggregate amount not to exceed $250,000 for the Debtors' Professionals; *provided*, *however*, that nothing herein shall be construed to impair the ability of any party in interest with standing to object to the fees, expenses, reimbursement or compensation described in clauses (i) or (ii)(A) or (ii)(B) above, on any grounds.

24. Reserve / Escrow for Professional Fees. Contemporaneously with the initial funding of the DIP Term Loans, the Debtors will transfer cash proceeds from the DIP Facility in an amount equal to the total budgeted weekly fees and expenses incurred by the Debtors' retained professionals for the first two weekly periods set forth in any approved budget and thereafter on a weekly basis until receipt of a Carve-Out Trigger Notice, in each case, excluding any other

transaction fees of any investment banker of the Debtors, into an escrow account to be established by the Debtors, with notice to the DIP Lender, in connection with the Chapter 11 Cases (the "Professional Fee Reserve").

25. Amounts funded into the Professional Fee Reserve shall be considered used by the Debtors at such time as they are deposited into the Professional Fee Reserve for distribution to professionals in accordance with orders of the Bankruptcy Court. Any amounts remaining in the Professional Fee Reserve after payment of allowed fees and expenses shall be DIP Collateral. The Professional Fee Reserve shall not constitute a cap on the professional fees included in the Carve-Out.

26. Approved Budget. The Approved Budget attached hereto as **Exhibit 1** constitutes an "Approved Budget" and will be considered the "Initial Budget." By 3:00pm Central Time on Wednesday of each week, commencing with the first full calendar week following the date the Interim Order is entered, a report calculating the variances to the Approved Budget in form and substance satisfactory to the DIP Lender and every four weeks on a recurring basis, starting with the first full calendar week following the date the Interim Order is entered , the Debtors will submit a new Budget(each, a "Proposed Budget"), which Proposed Budget shall modify and supersede any prior Budget upon the approval of the DIP Lender in its reasonable discretion (which approval may be delivered by the DIP Lender by e-mail correspondence); *provided* that (i) the most recently delivered Proposed Budget shall be deemed approved three (3) Business Days following delivery thereof to the DIP Lender, unless the DIP Lender shall object to the same in writing on or before such date and (ii) if the DIP Lender objects to such Proposed Budget, the Debtors and the DIP Lender will work in good faith to reconcile the Proposed Budget; *provided, further,* that, for the

avoidance of doubt, until the conditions for the most recently delivered Proposed Budget are met, the prior Approved Budget shall remain in full force and effect for all purposes.

27. Budget Compliance. The Debtors shall at all times comply with the Approved Budget and shall not conduct their business in a manner that causes cash disbursements for "Total Operating Disbursements" line in the Approved Budget to materially deviate upward by greater than fifteen percent (15.0%) (the "Permitted Variances") from the applicable Approved Budget for each Test Period. A Test Period consists of cumulative weekly increments starting with the first week of each Approved Budget and ending with the fourth week of each Approved Budget. Test Period will reset with each new Approved Budget. Following the initial Budget Period, if approval of the Budget for any subsequent Budget Period is unreasonably withheld by the DIP Lender, the prior Budget will continue to apply, but, for the avoidance of doubt, the calculation of Permitted Variances will nonetheless re-set. In the event of a dispute between the Debtors and DIP Lender regarding Permitted Variances from the Approved Budget, the Court may, after notice and an expedited hearing, determine whether such variance constitutes and Event of Default.

28. Reporting and Information. Following the Closing Date, the Debtors shall provide to the DIP Lender a weekly sales process and marketing update and a weekly status update concerning the recoupment of the Duty Drawback refund process in form and substance acceptable to the DIP Lender, including, but not limited to, written updates and telephonic or virtual meetings. The Debtors shall also make the Debtors' professionals reasonably available upon reasonable notice for telephonic or virtual meetings to update the DIP Lender and the DIP Professionals on all matters affecting the Debtors and the Chapter 11 Case, including with respect to the efforts to market and sell the DIP Collateral, including facilities closures (if any), miscellaneous equipment

sales, or any other significant development in the Chapter 11 Cases. The budget variance analysis should be accompanied by a general discussion of budget variances equal to or exceeding 7.5%.

29. Milestones. The Debtors shall comply with the Milestones set forth in the DIP Term Sheet (each of which may be extended or waived without further order of the Court upon the prior written consent of the DIP Lender in its discretion, which may be by email).

30. Section 364(e) Protections. If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacation or stay shall not affect (a) the validity of any DIP Obligations incurred pursuant this Interim Order, the DIP Term Sheet or applicable DIP Loan Documents, or (b) the validity or enforceability of any claim, lien, security interest or priority authorized or created hereby or thereby. Notwithstanding any such reversal, modification, vacation or stay, the DIP Obligations shall be governed in all respects by the provisions of this Interim Order, the DIP Term Sheet and applicable DIP Loan Documents, and the DIP Lender shall be entitled to all of the rights, remedies, protections and benefits granted under Bankruptcy Code section 364(e), this Interim Order, the DIP Term Sheet and applicable DIP Loan Documents with respect to all incurrence of the DIP Obligations.

31. Approval of DIP Fees. In consideration for the DIP Facility and the consent to the use of DIP Lender's Cash Collateral in accordance with the terms of this Interim Order, the DIP Lender shall be paid all fees, expenses, and other amounts payable under the DIP Term Sheet as such become due, including, without limitation, the Diligence Fee ($50,000), the prepetition Work Fee already paid, the Commitment Fee (3.90%), the Funding Fee (1.0%), and the Exit Fee (1.75%). In the event of a refinancing, as set forth herein, the DIP Lender shall be paid all reasonable and documented out-of-pocket costs and expenses, including legal fees of the DIP Lender, financial advisor fees, and other similar fees, costs and expenses incurred in connection with the DIP Facility

and the Chapter 11 Cases, including, without limitation, the reasonable and documented fees and expenses of counsel to the DIP Lender (all such fees, together, the "DIP Fees"). The DIP Fees shall be fully earned as set forth herein, and payable in accordance with the terms of the DIP Term Sheet in each case, without the need for any further order of this Court. Specifically, the Commitment Fee shall be fully earned, non-refundable and payable as of the date of entry of this Interim Order. The Funding Fee shall be fully earned, non-refundable, and payable as draws are made in accordance with the DIP Term Sheet and Approved Budget. The Exit Fee shall be paid upon the amount of the DIP Term Loan Commitment at the closing of a sale, refinancing, or pursuant to a plan, if any, subject to final approval of such fee. The DIP Fees shall be part of the DIP Obligations.

32. Payment of DIP Lender's Fees and Expenses. The Debtors are authorized and directed to pay the reasonable and documented fees, costs, and expenses of the DIP Lender in connection with these Chapter 11 Cases, including any and all expenses of the DIP Lender's counsel and professional advisors (the "Lender Professionals"), including reasonable fees and expenses incurred prior to the Petition Date, and the Lender Professionals shall not be required to comply with the U.S. Trustee's fee guidelines; *provided*, *however*, that the DIP Lender shall submit such professional fee invoices to the Debtors, counsel for the Debtors, the U.S. Trustee, and counsel for the Committee, if any. Such invoices shall be sufficiently detailed as to enable a determination as to the reasonableness of such fees and expenses; *provided*, *however*, that the invoices may be reasonably redacted to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine or other applicable

privilege. If the Debtors, U.S. Trustee or the Committee, if any, object to the reasonableness of the fees and expenses of any of the Lender Professionals and cannot resolve such objection within ten (10) days of receipt of such invoices, then any of the foregoing parties may file an objection with the Court and such objections shall be limited to the issue of reasonableness of the fees and expenses of the applicable invoice submitted by the Lender Professional. Any failure by any such party to timely file an objection within such ten (10) day period shall constitute a waiver of such party's right to object to the applicable invoice. Notwithstanding any provision herein to the contrary, any objection to, and any hearing on an objection to, payment of any fees, costs, and expenses set forth in a professional fee invoice in respect of Lender Professionals shall be limited to the reasonableness of the amounts or particular items or categories of the fees, costs, and expenses that are the subject of such objection. The Debtors shall timely pay in accordance with the terms of this Interim Order all undisputed fees and expenses of the Lender Professionals, including any undisputed fees and expenses on any invoice to which an objection has been timely filed, and any amounts allowed by the Court after resolution of any such objection. Any and all reasonable fees, costs and expenses of any Lender Professionals owed and not yet paid by the Debtors in connection with the negotiation and preparation of the DIP Term Sheet, including the Work Fee, and this Interim Order are hereby approved in full.

33. Section 506(c) Claims. Upon entry of the Final Order, except to the extent of the Carve Out, no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from any DIP Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Lender, and no such consent shall be implied from any other action, inaction,

or acquiescence by the DIP Lender; and the Debtors shall irrevocably waive and shall be prohibited from asserting any claim described in this paragraph, under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the DIP Lender upon the DIP Collateral.

34. Section 552(b). Upon entry of the Final Order, (a) the DIP Lender shall be entitled to all rights and benefits of section 552(b) of the Bankruptcy Code, (b) the "equities of the case" exception under sections 552(b)(i) and (ii) of the Bankruptcy Code shall not apply to such parties with respect to the proceeds, products, rents, issues or profits of any of the DIP Collateral or the Prepetition Collateral, and (c) no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, may be charged against proceeds, product, offspring or profits from any of the DIP Collateral or the Prepetition Collateral under section 552(b) of the Bankruptcy Code.

35. Credit Bidding. Upon entry of the Final Order, the DIP Lender shall have the right to credit bid (pursuant to section 363(k) of the Bankruptcy Code and/or other applicable law) on a dollar-for-dollar basis any or all of the full amount of the respective outstanding DIP Obligations up to the full amount of the DIP Obligations, in connection with any sales occurring under or pursuant to section 363 of the Bankruptcy Code, any plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or a sale or disposition by a chapter 7 trustee for the Debtors in these Chapter 11 Cases (any of the foregoing sales or dispositions, a "Sale") and shall not be prohibited from making such credit bid "for cause" under section 363(k) of the Bankruptcy Code. Without limiting the foregoing, the DIP Lender may assign all or any portion of the DIP Obligations owed to it to an acquisition vehicle, affiliate, or any other Person (any such Person,

the "DIP Assignee"). The DIP Assignee shall have the right to "credit bid" any prepetition or post-petition secured obligations so assigned to it or assigned to or owned by any of its affiliated entities in any sale of the Debtors' assets.

36. No Marshaling. Subject to final order granting such relief, the DIP Lender shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral as applicable; *provided*, however, that the DIP Lender shall use commercially reasonable efforts to first obtain recoveries from DIP Collateral other than Avoidance Proceeds.

37. Release of DIP Lender. Upon entry of this Interim Order, the Debtors, on their own behalf and their Estates, forever and irrevocably: (i) releases, discharges, and acquits the DIP Lender and each of its former or current officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors-in-interest of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every type, including, without limitation, any so-called "lender liability" or equitable subordination claims or defenses, solely with respect to or relating to the negotiation and entry into any DIP Documents; and (ii) waives, discharges and releases any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) as to the validity, perfection, priority, enforceability, and avoidability of the DIP Liens and the DIP Obligations.

38. Indemnification. The Debtors will indemnify and hold harmless the DIP Lender and its respective affiliates, officers, directors, employees, agents, advisors, attorneys, financial advisors, and representatives from and against all losses, liabilities (including coverage of environmental liabilities), claims, damages or other expenses arising out of or relating to the DIP

Loan Documents and the Debtors' use of the financing provided thereunder. The indemnification will survive and continue for the benefit of all such persons or entities.

39. No Waiver by Failure to Seek Relief. The failure of the DIP Lender to seek relief or otherwise exercise their rights and remedies under this Interim Order, the DIP Term Sheet, any other DIP Documents or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise.

40. Miscellaneous Provisions. Immediately upon entry of this Interim Order, the provisions of this Interim Order shall be binding upon and inure to the benefit of the DIP Lender, the Debtors, and their respective successors and assigns. The provisions of this Interim Order and any actions taken pursuant thereto (a) shall survive the entry of any order (i) confirming any chapter 11 plan in the Chapter 11 Cases that is not a DIP Lender approved plan, (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (iii) dismissing the Chapter 11 Cases; and (b) shall continue in full force and effect notwithstanding the entry of any such order, and the claims, liens, and security interests granted pursuant to this Interim Order shall maintain their priority as provided by this Interim Order until all of the DIP Obligations are indefeasibly paid in full and discharged in accordance with the terms of this Interim Order, the DIP Term Sheet and any applicable DIP Loan Documents.

41. Waiver of Stay. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 7062 or 9024, any other Bankruptcy Rule or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

42. Retention of Jurisdiction. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order or the DIP Term Sheet.

43. General Authorization. The Debtors and the DIP Lender are authorized to take any and all actions necessary to effectuate the relief granted in this Interim Order.

44. Final Hearing. The Court will hold the Final Hearing to consider entry of a Final Order granting the relief set forth in the DIP Motion and this Interim Order on a final basis on **January _____, 2026 at _____ (**Prevailing Central Time). Any objections (the "Objections") to entry of a Final Order must be filed with the Clerk of the Bankruptcy Court in these Chapter 11 Cases **no later than _____, 202__ at 5:00 p.m.** (Prevailing Central Time) (the "Objection Deadline"). If no timely Objections are filed on or before the Objection Deadline, the Court may enter the Final Order without the necessity of hearing or further notice.

45. Final Hearing Notice. The Debtors shall serve notice of (i) entry of this Interim Order; (ii) the Final Hearing; and (iii) the Objection Deadline on (a) the parties having been given notice of the Interim Hearing; (b) any other party which has filed a request for notices with this Court; (c) and proposed counsel for the Committee, if any.

Signed: _____, 2025.

_____
THE HONORABLE CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

# EXHIBIT 1

**Ample, Inc,**
**DIP Budget**
***12/15/2025***

**CONFIDENTIAL – ATTORNEY CLIENT PRIVILEGED**
**DRAFT SUBJECT TO CHANGE**

| | *Forecast* | *Forecast* | *Forecast* | *Forecast* | *Forecast* | *Forecast* | *Forecast* | *Forecast* | *Forecast* | *Forecast* | *Forecast* | *Forecast* | *Forecast* | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ***Forecast Period*** | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | |
| ***Week Ending*** | 12/19/2025 | 12/26/2025 | 1/2/2026 | 1/9/2026 | 1/16/2026 | 1/23/2026 | 1/30/2026 | 2/6/2026 | 2/13/2026 | 2/20/2026 | 2/27/2026 | 3/6/2026 | 3/13/2026 | **Total Fcst** |
| **Receipts** | | | | | | | | | | | | | | |
| Asset Sales | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Other Receipts | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **Total Receipts** | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **Operating Disbursements** | | | | | | | | | | | | | | |
| Wages & Benefits | (90,000) | (84,000) | (74,000) | (61,000) | (61,000) | (61,000) | (61,000) | (34,000) | (34,000) | (34,000) | (34,000) | (34,000) | (34,000) | (696,000) |
| Rent | - | (247,000) | (262,000) | - | - | - | (213,000) | - | - | - | (213,000) | - | - | (935,000) |
| Insurance | - | - | (30,000) | - | - | - | (5,000) | - | - | - | - | (200,000) | - | (235,000) |
| Taxes | (1,500) | - | - | (1,500) | - | - | - | (21,500) | - | - | - | (1,500) | - | (26,000) |
| Vendor Payables | (40,000) | (50,000) | (45,000) | (36,250) | (26,250) | (36,250) | (26,250) | (33,750) | (26,250) | (33,750) | (26,250) | (33,500) | (26,000) | (439,500) |
| **Total Operating Disbursements** | **(131,500)** | **(381,000)** | **(411,000)** | **(98,750)** | **(87,250)** | **(97,250)** | **(305,250)** | **(89,250)** | **(60,250)** | **(67,750)** | **(273,250)** | **(269,000)** | **(60,000)** | **(2,331,500)** |
| **Non-Operating Disbursements** | | | | | | | | | | | | | | |
| Restructuring Professional Fees | (366,000) | (122,000) | (122,000) | (336,000) | (240,000) | (192,000) | (192,000) | (177,500) | (177,500) | (177,500) | (177,500) | (232,750) | (99,750) | (2,612,500) |
| Cash Interest and Fees | (309,000) | - | - | - | - | - | (15,000) | - | - | - | (15,000) | - | - | (339,000) |
| **Total Non-Operating Disbursements** | **(675,000)** | **(122,000)** | **(122,000)** | **(336,000)** | **(240,000)** | **(192,000)** | **(207,000)** | **(177,500)** | **(177,500)** | **(177,500)** | **(192,500)** | **(232,750)** | **(99,750)** | **(2,951,500)** |
| **Total Disbursements** | **(806,500)** | **(503,000)** | **(533,000)** | **(434,750)** | **(327,250)** | **(289,250)** | **(512,250)** | **(266,750)** | **(237,750)** | **(245,250)** | **(465,750)** | **(501,750)** | **(159,750)** | **(5,283,000)** |
| **Net Cash Flow** | **$ (806,500)** | **$ (503,000)** | **$ (533,000)** | **$ (434,750)** | **$ (327,250)** | **$ (289,250)** | **$ (512,250)** | **$ (266,750)** | **$ (237,750)** | **$ (245,250)** | **$ (465,750)** | **$ (501,750)** | **$ (159,750)** | **$ (5,283,000)** |
| **Cash Balance** | | | | | | | | | | | | | | |
| Beginning Cash Balance | $ 587,187 | $ 2,280,687 | $ 1,777,687 | $ 1,244,687 | $ 809,937 | $ 482,687 | $ 193,437 | $ 1,181,187 | $ 914,437 | $ 676,687 | $ 431,437 | $ 1,465,687 | $ 963,937 | $ 587,187 |
| Net Cash Flow | (806,500) | (503,000) | (533,000) | (434,750) | (327,250) | (289,250) | (512,250) | (266,750) | (237,750) | (245,250) | (465,750) | (501,750) | (159,750) | (5,283,000) |
| DIP Draw | 2,500,000 | - | - | - | - | - | 1,500,000 | - | - | - | 1,500,000 | - | - | 5,500,000 |
| DIP (Paydown) | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **Ending Cash Balance** | **$ 2,280,687** | **$ 1,777,687** | **$ 1,244,687** | **$ 809,937** | **$ 482,687** | **$ 193,437** | **$ 1,181,187** | **$ 914,437** | **$ 676,687** | **$ 431,437** | **$ 1,465,687** | **$ 963,937** | **$ 804,187** | **$ 804,187** |
| **DIP Balance** | **$ 2,500,000** | **$ 2,500,000** | **$ 2,511,736** | **$ 2,511,736** | **$ 2,511,736** | **$ 2,511,736** | **$ 4,040,937** | **$ 4,040,937** | **$ 4,040,937** | **$ 4,040,937** | **$ 5,582,879** | **$ 5,582,879** | **$ 5,582,879** | **$ 5,582,879** |