

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

|   |   |                                  |
|---|---|----------------------------------|
| In re:                                    | § |                                  |
|   | § |                                  |
| AMPLE, INC., <i>et al.</i> , <sup>1</sup> | § | Case No. 25-90817 (CML)          |
|   | § | Chapter 11                       |
| Debtors.                                  | § | (Joint Administration Requested) |
|   | § |                                  |

**EMERGENCY MOTION OF DEBTORS FOR ENTRY OF AN ORDER (A)  
APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE  
ASSURANCE OF PAYMENT TO UTILITY PROVIDERS, (B)  
ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS  
BY UTILITY PROVIDERS, (C) PROHIBITING UTILITY  
PROVIDERS FROM ALTERING, REFUSING, OR DISCONTINUING  
SERVICE, AND (D) 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.

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<sup>1</sup> 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.tx.uscourts.gov](http://www.tx.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 debtor affiliates 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”):

### **RELIEF REQUESTED**

1. By this Motion, the Debtors seek entry of an order (the “Proposed Order”), substantially in the form attached hereto: (a) approving the Debtors’ proposed form of adequate assurance of payment to the Utility Providers (as defined below); (b) establishing procedures for resolving objections by the Utility Providers relating to the adequacy of the Debtors’ proposed adequate assurance; (c) prohibiting the Utility Providers from altering, refusing, or discontinuing service to, or discriminating against, the Debtors on account of the commencement of the Chapter 11 Cases or outstanding prepetition invoices; and (d) granting related relief.

### **JURISDICTION AND VENUE**

2. 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 is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory and legal predicates for the relief requested herein are sections 105(a), 366, and 1107(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rule 9013 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), rule 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”), and the Procedures for Complex Cases in the Southern District of Texas.

### **BACKGROUND**

4. On the date hereof (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.

5. Contemporaneously with the filing of this Motion, the Debtors filed a motion requesting joint administration of the Chapter 11 Cases, for procedural purposes, pursuant to Bankruptcy Rule 1015(b) and Bankruptcy Local Rule 1015-1.

6. 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.

7. Additional information about the Debtors, including their business operations, corporate and capital structure, and the events leading to the filing of these cases is detailed in the *Declaration of John C. Baumgartner, Chief Restructuring Officer of the Debtors, in Support of the Chapter 11 Petitions and First-Day Relief* (the “First Day Declaration”), filed contemporaneously herewith and incorporated herein by reference.<sup>2</sup>

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<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the First Day Declaration.

## **THE DEBTORS' UTILITIES**

### **I. Utility Providers**

8. The Debtors, in the ordinary course of their businesses, incur utility expenses, including electricity, gas, internet, telephone service, water, waste and other similar services (collectively, the “Utility Services”) from a number of utility providers (collectively, the “Utility Providers”), which are generally paid on a monthly basis. A nonexclusive list of Utility Providers that provide Utility Services to the Debtors, as of the Petition Date, is set forth on **Exhibit A** annexed hereto (the “Utility Services List”).<sup>3</sup>

9. Water service at all leased facilities is provided by the applicable landlords and is included in rent or operating expenses; accordingly, the Debtors do not maintain separate water utility accounts. Electric and gas service at the Debtors’ headquarters at 100 Hooper Street, San Francisco, California is likewise included in rent and operating expenses and not billed directly by the local utility. For all other locations, the Debtors are billed directly by PG&E and other Utility Providers. In preparing the Utility Services List,<sup>4</sup> the Debtors calculated the estimated monthly cost for each Utility Provider by averaging the actual invoices for the six-month period from June through November 2025 (the “Applicable Period”). Certain security camera and electronic access vendors are included on the Utility Services List solely out of an abundance of caution, and the

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<sup>3</sup> The inclusion of any entity in, or omission of any entity from, the Utility Services List is not an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

<sup>4</sup> The Debtors estimate that approximately \$5,700 per month of their average Utility Services spend is remitted through a corporate credit card as discussed in the Cash Management Motion (the “Corporate Card”), which functions as a payment conduit to Utility Providers and also data storage and software service providers (which Debtor asserts could qualify as a Utility within the meaning of section 366 because of the “special position” relative to Ample, as software and data storage supports key accounting, operational, and facility tracking systems), and similar minor expenses. The Debtors seek authority to continue to pay Utilities and also software and web storage providers with the Corporate Card to ensure uninterrupted service, which payment could entail paying the prepetition amount owed for the prior month.

Debtors reserve all rights to dispute that such vendors are “utilities” within the meaning of section 366 of the Bankruptcy Code.

10. For the Applicable Period, the Debtors estimate that on average, they spend approximately \$19,777.80<sup>5</sup> per month on Utility Services. To the best of the Debtors’ knowledge, there are no material defaults or arrearages for the Debtors’ undisputed invoices for prepetition Utility Services. The Debtors continue to gather certain account numbers and address details for a limited number of Utility Providers and will supplement the Utility Services List as appropriate.

11. The Debtors’ ability to maintain uninterrupted operations at their facilities is critical to preserving going-concern value, maintaining key personnel, and protecting the safety and integrity of their equipment, inventory, and data. Should any Utility Provider alter, refuse, or discontinue service, even briefly, the Debtors’ business operations could be severely disrupted. Such disruption may significantly jeopardize the Chapter 11 Cases to the detriment of all parties in interest. Accordingly, it is essential that the Utility Services continue uninterrupted during the Chapter 11 Cases.

## **II. Proposed Adequate Assurance**

12. To provide the Utility Providers with adequate assurance pursuant to section 366 of the Bankruptcy Code, the Debtors propose to continue paying each Utility Provider, on a timely basis and in the ordinary course of business, the exact amounts invoiced under the parties’ prepetition contractual terms or applicable tariffs (the “Adequate Assurance Payments”), and to remain current on all postpetition obligations. All utility accounts were fully current as of the Petition Date, and the Debtors intend to maintain such status throughout these Chapter 11 Cases. Because the Debtors are current on all utility obligations and intend to continue making timely

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<sup>5</sup> This figure excludes the security camera and electronic access vendors.

ordinary-course payments, no deposit, reserve, or other supplemental security is necessary to provide adequate assurance. Based on the Applicable Period, the Debtors estimate that their aggregate monthly cost for Utility Services provided by the Utility Providers listed on Exhibit A is approximately \$19,800. Certain of the Adequate Assurance Payments for Utility services identified on the Utility Services List are remitted through the Corporate Card as a technical payment mechanism rather than by direct debit or wire transfer.

13. The Adequate Assurance Payments will be paid in the ordinary course of business as postpetition invoices become due, consistent with the Debtors' historical payment practices.

14. The Debtors submit that the Adequate Assurance Payments, together with the Debtors' current account status, historical pattern of timely payment, and access to postpetition financing (collectively, the "Proposed Adequate Assurance"), constitutes sufficient adequate assurance to the Utility Providers in full satisfaction of section 366 of the Bankruptcy Code.

### **III. Proposed Adequate Assurance Procedures**

15. Any Utility Provider that is not satisfied with the Proposed Adequate Assurance may request additional or different adequate assurance of future payment pursuant to the proposed procedures (the "Adequate Assurance Procedures") set forth below:

- a. Within two business days after entry of the Proposed Order, the Debtors shall e-mail, serve by mail, or otherwise expeditiously send a copy of this Motion and the Proposed Order to the Utility Providers on the Utility Services List.
- b. The Adequate Assurance Payments shall be made in the ordinary course of business as postpetition utility invoices become due, in amounts substantially similar to the Debtors' historical prepetition averages for such Utility Services as set forth in the column labeled "Adequate Assurance Payment" on the Utility Services List. The Adequate Assurance Payments shall constitute adequate assurance for each Utility Provider.
- c. If an amount relating to Utility Services provided postpetition by a Utility Provider is unpaid, and remains unpaid beyond any applicable grace period, such Utility Provider may request payment from the Debtors by giving notice (a "Payment Notice") to: (a) proposed counsel to the Debtors, Pillsbury Winthrop Shaw Pittman LLP, 609 Main Street Suite 2000, Houston, TX 77002, United States (Attn: Hugh M.

Ray, III and Andrew V. Alfano (hugh.ray@pillsburylaw.com and andrew.alfano@pillsburylaw.com)); (b) counsel to the DIP Lender, Fishel Law Group (Attn: Michael Fishel (michael@FishelLawGroup.com)), (c) counsel to the statutory committee appointed in these cases, if any; and (d) the Office of the United States Trustee for the Southern District of Texas (the “U.S. Trustee”), 515 Rusk Street, Suite 3516, Houston, TX 77002 (Attn: Andrew Jimenez and Vianey Garza (andrew.jimenez@usdoj.gov and vianey.garza@usdoj.gov)) (collectively, the “Utility Notice Parties”). Such Payment Notice must set forth (a) the amount owing, (b) the location for which Utility Services are provided, and (c) each of the Debtors’ account numbers with the Utility Provider that have become delinquent.

- d. If any Utility Provider asserts that the Adequate Assurance Payments are not adequate assurance of payment as contemplated by section 366(c)(2) of the Bankruptcy Code, then that Utility Provider shall serve a written request (an “Additional Adequate Assurance Request”) on the Utility Notice Parties. Utility Providers shall not file Additional Adequate Assurance Requests with the Court.
- e. The Additional Adequate Assurance Request must (a) be made in writing, (b) set forth the location(s) for which Utility Services are provided, the account number(s) for such location(s), and the outstanding balance for each such account, (c) summarize the Debtors’ payment history relevant to the affected account(s), including any security deposits or surety bonds, (d) set forth the amount and nature of the adequate assurance of payment that would be satisfactory to the Utility Provider, (e) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment, and (f) provide an email address to which the Debtors may respond to the Additional Adequate Assurance Request.
- f. An Additional Adequate Assurance Request may be made no later than 20 days after entry of the Proposed Order. If a Utility Provider fails to serve an Additional Adequate Assurance Request on the Utility Notice Parties within the 20 days after entry of the Proposed Order, the Utility Provider shall be (a) deemed to have received “satisfactory” adequate assurance of payment in compliance with section 366 of the Bankruptcy Code, and (b) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- g. The Debtors may, without further order from the Court, resolve an Additional Adequate Assurance Request by mutual agreement with a Utility Provider, and the Debtors may, in connection with any such agreement, provide a Utility Provider with additional adequate assurance of payment including cash deposits, prepayments, or other forms of security if the Debtors believe that such adequate assurance is reasonable; provided, however, that the Debtors shall maintain a summary record of such agreements and their respective terms, and such summary record and the agreements themselves shall be available to any official committee appointed in these cases, the advisors to the DIP Lender, and the U.S. Trustee; provided, further, that to the extent the Debtors provide a Utility Provider with additional adequate assurance of payment, such Utility Provider shall promptly return or release, as applicable, such additional adequate assurance of payment on the earliest of: (a) reconciliation and



payment by the Debtors of the Utility Provider's final invoice following the Debtors' termination of Utility Services from such Utility Provider; (b) the effective date of any chapter 11 plan confirmed in the Chapter 11 Cases; (c) the consummation of a sale, pursuant to section 363 of the Bankruptcy Code, of all or substantially all the assets of the Debtors; or (d) the dismissal of the Chapter 11 Cases.

- h. If the Debtors and the applicable Utility Provider are not able to reach a resolution within 14 days of receipt of the Additional Adequate Assurance Request, the Debtors shall request a hearing before the Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the "Determination Hearing") pursuant to section 366(c)(3) of the Bankruptcy Code.
- i. Pending resolution of the Determination Hearing, the Utility Provider that served the Additional Adequate Assurance Request shall be prohibited from altering, refusing, or discontinuing Utility Services to the Debtors, or discriminating against the Debtors, on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.
- j. The Determination Hearing shall be an evidentiary hearing at which the Court will determine whether the Adequate Assurance Payments and any additional adequate assurance of payment requested by the Utility Provider should be modified pursuant to section 366(c)(3) of the Bankruptcy Code. At such Determination Hearing, the Utility Provider shall have the burden, including, for the avoidance of doubt, the evidentiary burden, of demonstrating that the Proposed Adequate Assurance should be modified, including by increasing the Adequate Assurance Payments.
- k. Absent compliance with the Adequate Assurance Procedures and the terms of the Proposed Order, the Utility Provider (including Utility Providers subsequently added to the Utility Services List) shall not (a) alter, refuse, or discontinue services to, or discriminate against, the Debtors on account of unpaid prepetition invoices or due to the commencement of the Chapter 11 Cases or (b) require the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, without prejudice to the Utility Provider's right to seek modification of the Proposed Adequate Assurance under section 366(c)(3)(A) of the Bankruptcy Code.
- l. In addition, the Utility Providers are prohibited from unilaterally applying any payments on account of postpetition services to any outstanding prepetition invoices or drawing upon any existing security deposit, surety bond, or other form of security to secure future payment for Utility Services.
- m. Notwithstanding anything in the Proposed Order to the contrary, upon a timely motion filed with the Court and served on the Utility Notice Parties by any Utility Provider, the Court shall conduct a hearing on or before the date that is 30 days following the Petition Date to resolve any disputes between the Debtors and such Utility Provider regarding the Adequate Assurance Procedures or the Proposed Adequate Assurance.

16. Although the Debtors have made an extensive and good faith effort to identify all of the Utility Providers that provide Utility Services as set forth on the Utility Services List, certain



Utility Providers may not be listed therein. To the extent the Debtors identify additional Utility Providers or require the services of a new Utility Provider (a “Subsequently Identified Utility Provider”), the Debtors shall promptly file amendments to the Utility Services List and serve copies of the order granting this Motion on any Subsequently Identified Utility Providers, along with an amended Utility Services List that includes such Subsequently Identified Utility Provider.

17. The Debtors shall also serve a copy of the Proposed Order upon any Subsequently Identified Utility Provider added to the Utility Services List within three business days of such addition. Upon such amendment, any Subsequently Identified Utility Provider that is added to the Utility Services List has the right to object to such inclusion within 14 days after it receives notice of this Motion and the Proposed Order. If no objection is timely received by the Debtors, the Debtors request that the provisions of the Proposed Order apply to the Subsequently Identified Utility Provider. Should any objection be timely made and received by the Debtors, such Subsequently Identified Utility Provider shall be permitted to make an Additional Adequate Assurance Request in accordance with the Adequate Assurance Procedures set forth herein.

18. If a Subsequently Identified Utility Provider is added to the Utility Services List, the Debtors shall provide such Subsequently Identified Utility Provider with the same Proposed Adequate Assurance described herein, including Adequate Assurance Payments in the ordinary course of business as postpetition invoices become due. Any such Subsequently Identified Utility Provider may make an Additional Adequate Assurance Request in accordance with the Adequate Assurance Procedures set forth herein.

19. The Debtors propose that they may terminate the services of any Utility Provider upon reconciliation and payment by the Debtors of the Utility Provider’s final invoice in accordance with applicable non-bankruptcy law; provided, that there are no outstanding disputes

related to postpetition payments due; provided, further, that the Debtors shall, to the extent reasonably practicable, provide at least seven days' notice to any Utility Provider prior to removal of such Utility Provider from the Utility Services List. The Debtors request that the Proposed Order, once entered, bind all Utility Providers, regardless of when the Utility Providers are added to the Utility Services List.

### **BASIS FOR RELIEF**

20. Section 1107(a) of the Bankruptcy Code “contains an implied duty of the debtor-in-possession to ‘protect and preserve the estate, including an operating business’ going-concern value.” *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)).

21. The relief requested in this Motion will help ensure the continuation of the Debtors’ business at this critical juncture as they transition into chapter 11. The relief requested also provides the Utility Providers with a fair and orderly procedure for determining requests for additional adequate assurance, without which the Debtors could be forced to address multiple requests by Utility Providers in a disorganized manner when the Debtors’ efforts should be more productively focused on maximizing value for the benefit of all parties in interest.

#### **I. The Proposed Adequate Assurance Is Sufficient.**

22. Section 366 of the Bankruptcy Code is designed to serve the dual purposes of protecting a debtor from being cut off from utility services and providing utility companies with “adequate assurance” that the debtor will be able to pay for postpetition services. *See* H.R. Rep. No. 95-595, at 350 (1977), *as reprinted in* 1978 U.S.C.C.A.N. 5963, 6306. To that end, pursuant to section 366(c) of the Bankruptcy Code, during the first 30 days of a chapter 11 case, a utility provider may not alter, refuse, or discontinue service to, or discriminate against, a debtor solely on

the basis of the commencement of a chapter 11 case or unpaid prepetition amounts, but after the first 30 days, a utility provider may alter, refuse, or discontinue service if a debtor does not provide adequate “assurance of payment” for postpetition utility services in satisfactory form. *See* 11 U.S.C. § 366(c).

23. Section 366(c)(1)(A) of the Bankruptcy Code defines “assurance of payment” of postpetition charges as “(i) a cash deposit; (ii) a letter of credit; (iii) a certificate of deposit; (iv) a surety bond; (v) a prepayment of utility consumption; or (vi) another form of security that is mutually agreed on between the utility and the debtor or the trustee.” 11 U.S.C. § 366(c)(1)(A). Section 366(c)(1)(B) of the Bankruptcy Code expressly excludes from such definition an administrative expense priority for a utility’s claim. *See id.* § 366(c)(1)(B). In addition, section 366(c)(3)(B) of the Bankruptcy Code provides a list of factors that courts are not to consider when evaluating whether a proposed adequate assurance payment is in fact adequate. *See id.* § 366(c)(3)(B). These factors include (i) the absence of security before the Petition Date, (ii) the debtor’s history of timely payments, and (iii) the availability of an administrative expense priority.

24. Although section 366(c) of the Bankruptcy Code clarifies what does and does not constitute “assurance of payment” and what can be considered in determining whether such assurance is adequate, Congress, in enacting such section, did not divest the Court of its power to determine what amount, if any, is necessary to provide adequate assurance of payment to a Utility Provider. *See* 11 U.S.C. § 366(c). Specifically, section 366(c)(3)(A) of the Bankruptcy Code states that “[o]n request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance of payment.” *Id.* § 366(c)(3)(A). Thus, there is nothing to prevent a court from deciding, on the facts of the case before it, that the amount required of a debtor to provide adequate assurance of payment to a utility provider should be nominal or even

zero. *See, e.g., In re SQLC Senior Living Ctr. at Corpus Christi, Inc.*, Case No. 19-20063 (DRJ) (Bankr. S.D. Tex. Feb. 12, 2019) (Docket No. 40); *In re Pac West Telecomm, Inc.*, Case No. 07-10562 (BLS) (Bankr. D. Del. May 2, 2007) (Docket No. 39) (approving adequate assurance in the form of one time supplemental prepayment to each utility company equal to prorated amount of one week's charges). Prior to the enactment of section 366(c) of the Bankruptcy Code, courts frequently made such rulings pursuant to section 366(b) of the Bankruptcy Code. *See Virginia Elec. & Power Co. v. Caldor, Inc N.Y.*, 117 F.3d 646, 650 (2d Cir. 1997) ("Even assuming that 'other security' should be interpreted narrowly, we agree with the appellees that a bankruptcy court's authority to 'modify' the level of the 'deposit or other security,' provided for under § 366(b), includes the power to require no 'deposit or other security' where none is necessary to provide a utility supplier with 'adequate assurance of payment.'").

25. Although section 366(c)(2) of the Bankruptcy Code allows a utility to take action if the debtor fails to provide adequate assurance of payment that is "satisfactory" to the utility, it is the bankruptcy court and not the utility provider that is the ultimate arbiter of what is "satisfactory" assurance after taking into consideration the relationship between the debtor and the utility. *See, e.g., In re Penn Cent. Transp. Co.*, 467 F.2d 100, 103–104 (3d Cir. 1972) (affirming the bankruptcy court's decision that no utility deposit was necessary where such deposits would "jeopardize the continuing operation of the [debtor] merely to give further security to suppliers who already [were] reasonably protected"); *see, e.g., In re Heard*, 84 B.R. 454, 459 (Bankr. W.D. Tex. 1987) (holding that since the utility had not had any difficulty with the debtors during 14 years of service, "the utility need[ed] no adequate assurance"). Indeed, section 366 of the Bankruptcy Code only requires that assurance of payment be "adequate," and courts construing section 366(b) have long recognized that adequate assurance of payment does not constitute an

absolute guarantee of the debtor's ability to pay. *See, e.g., In re Caldor, Inc.* NY, 199 B.R. 1, 3 (S.D.N.Y. 1996) ("Section 366(b) requires the Bankruptcy Court to determine whether the circumstances are sufficient to provide a utility with 'adequate assurance' of payment. The statute does not require an 'absolute guarantee of payment.'" (citation omitted)), *aff'd sub nom. Virginia Elec. & Power Co. v. Caldor, Inc.* N.Y., 117 F.3d 646 (2d Cir. 1997); *In re New Rochelle Tel. Corp.*, 397 B.R. 633, 639 (Bankr. E.D.N.Y. 2008) ("Adequate assurance, however, is not a guarantee of payment; rather, it is intended to guard against the utility assuming an unreasonable risk of non payment.").

26. Further, courts consider what is "need[ed] of the utility for assurance, and... require that the debtor supply no more than that, since the debtor almost perforce has a conflicting need to conserve scarce financial resources." *Va. Elec.*, 117 F.3d at 650. Indeed, "[c]ourts will approve an amount that is adequate enough to insure against unreasonable risk of nonpayment, but are not required to give the equivalent of a guaranty of payment in full." *In re Great Atl. & Pac. Tea Co.*, No. 11-CV-1338 (CS), 2011 WL 5546954, at \*5 (S.D.N.Y. Nov. 14, 2011) (citations omitted).

27. Here, the Utility Providers are adequately assured against any risk of nonpayment for future Utility Services. To the best of the Debtors' knowledge, there are no material defaults or arrearages for the undisputed invoices issued to the Debtors for prepetition Utility Services, other than temporary payment interruptions that may be caused by the commencement of the Chapter 11 Cases. Accordingly, the Adequate Assurance Payments and the Debtors' ongoing ability to meet obligations as they come due in the ordinary course provide assurance of the Debtors' payment of their future obligations to the Utility Providers. Moreover, termination of the Utility Services could result in the Debtors' inability to operate their businesses to the detriment of all stakeholders. *See In re Pilgrim's Pride Corp.*, Case No. 08-45664 (DML), 2009 WL 7313309,

at \*2 (Bankr. N.D. Tex. Jan. 4, 2009) (“The consequences of an unexpected termination of utility service to [the debtors] could be catastrophic.”); *In re Monroe Well Serv., Inc.*, 83 B.R. 317, 321–322 (Bankr. E.D. Pa. 1988) (noting that without utility service the debtors “would have to cease operations” and that section 366 of the Bankruptcy Code “was intended to limit the leverage held by utility companies, not increase it.”).

## **II. The Adequate Assurance Procedures Are Reasonable and Appropriate.**

28. The Court has the power to approve the Adequate Assurance Procedures pursuant to section 105(a) of the Bankruptcy Code, which provides that a bankruptcy court “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions” of the Bankruptcy Code. The proposed Adequate Assurance Procedures are reasonable because they will ensure that the Utility Services continue while providing a streamlined process for Utility Providers to challenge the adequacy of the Proposed Adequate Assurance or seek an alternative form of adequate assurance. If a Utility Provider does not believe the Proposed Adequate Assurance is “satisfactory,” such Utility Provider may file an objection or an Additional Adequate Assurance Request in accordance with the Adequate Assurance Procedures described above.

29. The Adequate Assurance Procedures are necessary and appropriate to carry out the provisions of the Bankruptcy Code, particularly section 366, and the Court has regularly approved similar procedures in comparable complex chapter 11 cases. Therefore, the Proposed Adequate Assurance and the Adequate Assurance Procedures are necessary, appropriate, and in the best interests of the Debtors’ estates and all other parties in interest in the Chapter 11 Cases. Accordingly, the Court should grant the relief requested herein in full.

**EMERGENCY CONSIDERATION**

30. 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 that could occasion from a power, water, software, data storage, internet, or similar outage. 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 RULES 6004(a) AND (h)**

31. 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. 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**

32. 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; (h) an admission that any lien satisfied pursuant to this Motion is valid (and all rights to contest the extent, validity, or perfection or seek avoidance of all such liens are expressly reserved); or (i) 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.

*{remainder of page intentionally left blank}*

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order granting the relief requested in the Motion and such other and further relief as may be just and proper.

Date: December 16, 2025

**PILLSBURY WINTHROP SHAW PITTMAN LLP**

By: /s/ Hugh M. Ray, III

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--and--

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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**

**UTILITIES SERVICES LIST**

| Provider Name                                      | Provider Address                                | Services(s) Provided | Account Number(s)  | Average Monthly Expenditure | Adequate Assurance Payment |
|--|---|----------------------|--|-----------------------------|----------------------------|
| <b>AT&amp;T</b>                                    | PO Box 5014<br>Carol Stream, IL 60197           | Internet             | 334801099<br>316835894<br>330787265<br>299417793                     | \$851.91                    | \$851.91                   |
| <b>Monkey Brains</b>                               | 933 Treat Ave<br>San Francisco, CA 94110        | Internet             | 49499  | \$225.81                    | \$225.81                   |
| <b>PG&amp;E</b>                                    | 2075 Woodside Rd<br>Redwood City, CA 94061      | Gas & Electric       | 1432896132-2   | \$12,832.41                 | \$12,832.41                |
| <b>Republic Services</b>                           | 2901 Industrial Ct<br>Fairfield, CA 94533       | Waste                | 3-0846-0040675   | \$157.28                    | \$157.28                   |
| <b>Sonic</b>                                       | 2260 Apollo Way<br>Santa Rosa, CA 95407         | Internet             | amplewifi  | \$1,214.00                  | \$1,214.00                 |
| <b>South San Francisco Scavenger Company, Inc.</b> | 500 E Jamie Ct<br>South San Francisco, CA 94080 | Waste                | 061688   | \$4,496.39                  | \$4,496.39                 |
| <b>Kisi*</b>                                       | 45 Main St.<br>Brooklyn, NY 11201               | Door Access          | 4160   | 397.04                      | n/a                        |
| <b>Provigil*</b>                                   | PO Box 677107<br>Dallas, TX 75267               | Security cameras     | CU-40800<br>CU-41898<br>CU-39798<br>CU-40799<br>CU-38853<br>CU-40602 | 3799.75                     | n/a                        |

\* Kisi and Provigil are included in this exhibit out of an abundance of caution, and as examples of service providers whose offerings the Debtors do not concede constitute "utility services" under section 366 of the Bankruptcy Code. These services are ordinarily paid through the Debtors' Corporate Card rather than by direct billing.

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

|   |   |                                  |
|---|---|----------------------------------|
| In re:                                    | § |                                  |
|   | § |                                  |
| AMPLE, INC., <i>et al.</i> , <sup>1</sup> | § | Case No. 25-90817 (CML)          |
|   | § | Chapter 11                       |
| Debtors.                                  | § | (Joint Administration Requested) |
|   | § |                                  |

**ORDER (A) APPROVING DEBTORS' PROPOSED FORM OF ADEQUATE  
ASSURANCE OF PAYMENT TO UTILITY PROVIDERS, (B) ESTABLISHING  
PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY PROVIDERS, (C)  
PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING, OR  
DISCONTINUING SERVICE, AND (D) GRANTING RELATED RELIEF**

Upon the emergency motion (the “Motion”)<sup>2</sup> of the Debtors for entry of an order (this “Order”) (a) approving the Debtors’ proposed form of adequate assurance of payment to the Utility Providers, (b) establishing procedures for resolving objections by the Utility Providers relating to the adequacy of the Debtors’ proposed adequate assurance, (c) prohibiting the Utility Providers from altering, refusing, or discontinuing service to, or discriminating against, the Debtors on account of the commencement of the Chapter 11 Cases or outstanding prepetition invoices, and (d) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408

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<sup>1</sup> 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](http://www.txs.uscourts.gov) and (b) the website maintained by the Debtors’ claims and noticing agent, Verita Global at <https://veritaglobal.net/ample>.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Motion.

and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary, except as set forth in the Motion with respect to entry of this Order; and upon the record herein; and after due deliberation thereon; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby **ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Adequate Assurance Payments and the Adequate Assurance Procedures are hereby approved and are deemed adequate assurance of future payment as required by section 366 of the Bankruptcy Code.

2. The Debtors are authorized to make the Adequate Assurance Payments in amounts substantially similar to the Debtors' historical prepetition averages for such Utility Services as set forth on the Utility Services List. Such Adequate Assurance Payments constitute adequate assurance of payment to each Utility Provider.

3. The following Adequate Assurance Procedures are hereby approved:

- a. Within two business days after entry of the Proposed Order, the Debtors shall e-mail, serve by mail, or otherwise expeditiously send a copy of this Motion and the Proposed Order to the Utility Providers on the Utility Services List.
- b. The Adequate Assurance Payments shall be made in the ordinary course of business as postpetition utility invoices become due, in amounts substantially similar to the Debtors' historical prepetition averages for such Utility Services as set forth in the column labeled "Adequate Assurance Payment" on the Utility Services List. The Adequate Assurance Payments shall constitute adequate assurance for each Utility Provider.
- c. If an amount relating to Utility Services provided postpetition by a Utility Provider is unpaid, and remains unpaid beyond any applicable grace period, such Utility Provider may request payment from the Debtors by giving notice (a "Payment Notice") to: (a) proposed counsel to the Debtors, Pillsbury Winthrop Shaw Pittman LLP, 609 Main Street Suite 2000, Houston, TX 77002,

United States (Attn: Hugh M. Ray, III and Andrew V. Alfano (hugh.ray@pillsburylaw.com and andrew.alfano@pillsburylaw.com)); (b) counsel to the DIP Lender, Fishel Law Group (Attn: Michael Fishel (michael@fishellawgroup.com)); (c) counsel to the statutory committee appointed in these cases, if any; and (d) the Office of the United States Trustee for the Southern District of Texas (the “U.S. Trustee”), 515 Rusk Street, Suite 3516, Houston, TX 77002 (Attn: Andrew Jimenez and Vianey Garza (andrew.jimenez@usdoj.gov and vianey.garza@usdoj.gov)) (collectively, the “Utility Notice Parties”). Such Payment Notice must set forth (a) the amount owing, (b) the location for which Utility Services are provided, and (c) each of the Debtors’ account numbers with the Utility Provider that have become delinquent.

- d. If any Utility Provider asserts that the Adequate Assurance Payments are not adequate assurance of payment as contemplated by section 366(c)(2) of the Bankruptcy Code, then that Utility Provider shall serve a written request (an “Additional Adequate Assurance Request”) on the Utility Notice Parties. Utility Providers shall not file Additional Adequate Assurance Requests with the Court.
- e. The Additional Adequate Assurance Request must (a) be made in writing, (b) set forth the location(s) for which Utility Services are provided, the account number(s) for such location(s), and the outstanding balance for each such account, (c) summarize the Debtors’ payment history relevant to the affected account(s), including any security deposits or surety bonds, (d) set forth the amount and nature of the adequate assurance of payment that would be satisfactory to the Utility Provider, (e) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment, and (f) provide an email address to which the Debtors may respond to the Additional Adequate Assurance Request.
- f. An Additional Adequate Assurance Request may be made no later than 20 days after entry of the Order. If a Utility Provider fails to serve an Additional Adequate Assurance Request on the Utility Notice Parties within the 20 days after entry of the Order, the Utility Provider shall be (a) deemed to have received “satisfactory” adequate assurance of payment in compliance with section 366 of the Bankruptcy Code, and (b) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- g. The Debtors may, without further order from the Court, resolve an Additional Adequate Assurance Request by mutual agreement with a Utility Provider, and the Debtors may, in connection with any such agreement, provide a Utility Provider with additional adequate assurance of payment including cash deposits, prepayments, or other forms of security if the Debtors believe that such adequate assurance is reasonable; provided, however, that the Debtors shall maintain a summary record of such agreements and their respective terms, and such summary record and the agreements themselves shall be



available to any official committee appointed in these cases, the advisors to the DIP Lender, and the U.S. Trustee; provided, further, that to the extent the Debtors provide a Utility Provider with additional adequate assurance of payment, such Utility Provider shall promptly return or release, as applicable, such additional adequate assurance of payment on the earliest of: (a) reconciliation and payment by the Debtors of the Utility Provider's final invoice following the Debtors' termination of Utility Services from such Utility Provider; (b) the effective date of any chapter 11 plan confirmed in the Chapter 11 Cases; (c) the consummation of a sale, pursuant to section 363 of the Bankruptcy Code, of all or substantially all the assets of the Debtors; or (d) the dismissal of the Chapter 11 Cases.

- h. If the Debtors and the applicable Utility Provider are not able to reach a resolution within 14 days of receipt of the Additional Adequate Assurance Request, the Debtors shall request a hearing before the Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the "Determination Hearing") pursuant to section 366(c)(3) of the Bankruptcy Code.
- i. Pending resolution of the Determination Hearing, the Utility Provider that served the Additional Adequate Assurance Request shall be prohibited from altering, refusing, or discontinuing Utility Services to the Debtors, or discriminating against the Debtors, on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.
- j. The Determination Hearing shall be an evidentiary hearing at which the Court will determine whether the Adequate Assurance Payments and any additional adequate assurance of payment requested by the Utility Provider should be modified pursuant to section 366(c)(3) of the Bankruptcy Code. At such Determination Hearing, the Utility Provider shall have the burden, including, for the avoidance of doubt, the evidentiary burden, of demonstrating that the Proposed Adequate Assurance should be modified, including by increasing the Adequate Assurance Payments.
- k. Absent compliance with the Adequate Assurance Procedures and the terms of the Order, the Utility Provider (including Utility Providers subsequently added to the Utility Services List) shall not (a) alter, refuse, or discontinue services to, or discriminate against, the Debtors on account of unpaid prepetition invoices or due to the commencement of the Chapter 11 Cases or (b) require the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, without prejudice to the Utility Provider's right to seek modification of the Proposed Adequate Assurance under section 366(c)(3)(A) of the Bankruptcy Code.
- l. In addition, the Utility Providers are prohibited from unilaterally applying any payments on account of postpetition services to any outstanding prepetition invoices or drawing upon any existing security deposit, surety bond, or other form of security to secure future payment for Utility Services.

- m. Notwithstanding anything in the Order to the contrary, upon a timely motion filed with the Court and served on the Utility Notice Parties by any Utility Provider, the Court shall conduct a hearing on or before the date that is 30 days following the Petition Date to resolve any disputes between the Debtors and such Utility Provider regarding the Adequate Assurance Procedures or the Proposed Adequate Assurance.

4. Absent compliance with the procedures set forth in the Motion and this Order, the Utility Providers, including, without limitation, those listed on **Exhibit A** annexed hereto, are prohibited from altering, refusing, or discontinuing Utility Services, or otherwise discriminating against the Debtors, on account of any unpaid prepetition charges or any perceived inadequacy of the Debtors' Proposed Adequate Assurance. The Utility Providers are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures set forth herein.

5. The inclusion of any entity in, as well as any omission of any entity from, the Utility Services List shall not be deemed an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

6. The Debtors are authorized to amend the Utility Services List attached hereto as Exhibit A to add or delete any Utility Providers, with such amendment to be filed with the Court and timely served on the affected Utility Provider (the "Subsequently Identified Utility Provider") to allow sufficient time for parties to object. The Debtors shall serve a copy of this Order upon any Subsequently Identified Utility Provider added to the Utility Services List within three business days of such addition. Upon such amendment, any Subsequently Identified Utility Provider that is added to the Utility Services List has the right to object to such inclusion within 14 days after it receives notice of the Motion and this Order. If no objection is timely received by the Debtors, the provisions of this Order shall apply to the Subsequently Identified Utility Provider. Should any

objection be timely made and received by the Debtors, such Subsequently Identified Utility Provider shall be permitted to make an Additional Adequate Assurance Request in accordance with the Adequate Assurance Procedures set forth herein.

7. If a Utility Provider is added to the Utility Services List, the Debtors shall provide such Utility Provider with the same Proposed Adequate Assurance described in the Motion and this Order, including Adequate Assurance Payments in the ordinary course as postpetition invoices become due. Any such Utility Provider may make an Additional Adequate Assurance Request.

8. The Debtors may terminate the services of any Utility Provider upon reconciliation and payment of the Utility Provider's final invoice. The Debtors shall, to the extent reasonably practicable, provide at least seven days' notice prior to removal of a Utility Provider from the Utility Services List.

9. The relief granted herein is for all Utility Providers providing Utility Services to the Debtors, regardless of when the Utility Providers are added to the Utility Services List.

10. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the Debtors' use of cash collateral, postpetition secured debtor-in-possession financing of the Debtors, and/or the Debtors' entry into any postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "DIP Order," and, together, the "DIP Orders"). To the extent there is any inconsistency between the terms of any DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

11. Nothing in the Motion or this Order, or any payment made pursuant to this Order, is intended to be or shall be deemed as: (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; (h) an admission that any lien satisfied pursuant to the Motion is valid (and all rights to contest the extent, validity, or perfection or seek avoidance of all such liens are expressly reserved); or (i) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code. Any payment made pursuant to this Order is not intended to be and should not be construed as an admission to the validity of any claim or waiver of the Debtors' or any other party in interest's rights to dispute such claim subsequently.

12. Nothing in this Order authorizes the Debtors to accelerate any payments not otherwise due.

13. Notice of the Motion is adequate under the Bankruptcy Rules, including Bankruptcy Rule 6004(a), and the Bankruptcy Local Rules.

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

15. The Debtors are further authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

16. Notwithstanding anything in this Order to the contrary, upon a timely motion filed and served on the Notice Parties by any Utility Provider, the Court shall conduct a hearing on or before the date that is thirty (30) days following the Petition Date to resolve any disputes between the Debtors and such Utility Provider regarding the Adequate Assurance Procedures or the Proposed Adequate Assurance.

17. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

SIGNED: \_\_\_\_\_, 2025

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CHRISTOPHER M. LOPEZ  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT A**  
**UTILITIES SERVICES LIST**

| Provider Name                                      | Provider Address                                | Services(s) Provided | Account Number(s)  | Average Monthly Expenditure | Adequate Assurance Payment |
|--|---|----------------------|--|-----------------------------|----------------------------|
| <b>AT&amp;T</b>                                    | PO Box 5014<br>Carol Stream, IL 60197           | Internet             | 334801099<br>316835894<br>330787265<br>299417793                     | \$851.91                    | \$851.91                   |
| <b>Monkey Brains</b>                               | 933 Treat Ave<br>San Francisco, CA 94110        | Internet             | 49499  | \$225.81                    | \$225.81                   |
| <b>PG&amp;E</b>                                    | 2075 Woodside Rd<br>Redwood City, CA 94061      | Gas & Electric       | 1432896132-2   | \$12,832.41                 | \$12,832.41                |
| <b>Republic Services</b>                           | 2901 Industrial Ct<br>Fairfield, CA 94533       | Waste                | 3-0846-0040675   | \$157.28                    | \$157.28                   |
| <b>Sonic</b>                                       | 2260 Apollo Way<br>Santa Rosa, CA 95407         | Internet             | amplewifi  | \$1,214.00                  | \$1,214.00                 |
| <b>South San Francisco Scavenger Company, Inc.</b> | 500 E Jamie Ct<br>South San Francisco, CA 94080 | Waste                | 061688   | \$4,496.39                  | \$4,496.39                 |
| <b>Kisi*</b>                                       | 45 Main St.<br>Brooklyn, NY 11201               | Door Access          | 4160   | 397.04                      | n/a                        |
| <b>Provigil*</b>                                   | PO Box 677107<br>Dallas, TX 75267               | Security cameras     | CU-40800<br>CU-41898<br>CU-39798<br>CU-40799<br>CU-38853<br>CU-40602 | 3799.75                     | n/a                        |

\* Kisi and Provigil are included in this exhibit out of an abundance of caution, and as examples of service providers whose offerings the Debtors do not concede constitute "utility services" under section 366 of the Bankruptcy Code. These services are ordinarily paid through the Debtors' Corporate Card rather than by direct billing.