

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

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

AMENDED WITNESS AND EXHIBIT LIST FOR DECEMBER 18, 2025 HEARING

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby file this Amended Witness and Exhibit List for the hearing to be held **December 18, 2025, at 2:00 p.m. (prevailing Central Time)** (the “Hearing”).

WITNESS LIST

The Debtors may call the following witnesses at the Hearing:

1. John D. Baumgartner, Co-Chief Restructuring Officer.
2. Ann Huynh, Co-Chief Restructuring Officer
3. A representative of the Debtor.
4. Any witness called by any other party.
5. Any witness(es) necessary to rebut the testimony of any witness(es) called or designated by any other party.

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 List 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>.



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EXHIBIT LIST

The Debtors may offer into evidence any one or more of the following exhibits at the Hearing:

Exhibit	Description	Offer	Object	Admit	Disposition
1.	Declaration of John D. Baumgartner, Chief Restructuring Office (ECF #3)				
2.	Corporate Organization Chart (ECF #3, p.10)				
3.	DIP Term Sheet (ECF #5, Exhibit A)				
4.	DIP Budget (ECF #5-1, Exhibit 1)				
5.	Utilities Services List (ECF #6-1, Exhibit A)				
6.	Cash Schematic (ECF #15, Exhibit A)				
7.	Debtor Bank Accounts (ECF #15, Exhibit B)				
8.	Letters of Credit Schedule (ECF #15 Exhibit C)				
9.	Insurance Policy List (ECF #15, Exhibit D)				
	Any document produced by Petitioning Creditors in response to formal and informal discovery requests				
	Any exhibit identified or offered by any other party.				
	Any exhibit necessary for impeachment and/or rebuttal purposes.				

RESERVATION OF RIGHTS

The Debtors reserve the right to call or to introduce one or more, or none, of the witnesses and exhibits listed above, and further reserves the right to supplement this Witness and Exhibit List before the Hearing.

Date: December 17, 2025

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: /s/ Hugh M. Ray, III

Hugh M. Ray, III
TX Bar No. 24004246
Joshua Stenhjem (*pro hac vice* pending)
ND Bar No. 09941
609 Main Street, Suite 2000
Houston, TX 77002
Telephone: 713-276-7600
Facsimile: 713-276-7634
hugh.ray@pillsburylaw.com
joshua.stenhjem@pillsburylaw.com

--and--

Andrew V. Alfano
NY Bar No. 5525241
31 West 52nd Street
New York, NY 10019-6131
Telephone: 212-858-1000
Facsimile: 212-858-1500
andrew.alfano@pillsburylaw.com

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

EXHIBIT 1

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

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

**DECLARATION OF JOHN D. BAUMGARTNER,
CHIEF RESTRUCTURING OFFICER OF THE DEBTORS, IN SUPPORT OF THE
CHAPTER 11 PETITIONS AND FIRST-DAY RELIEF**

I, John D. Baumgartner, pursuant to section 1746 of title 28 of the United States Code, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am Chief Restructuring Officer (“CRO”) of Ample, Inc. and Ample Texas EV, LLC, the debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the “Debtors,” “Ample” or the “Company”). Since September 29, 2025, Ann Huynh and I have advised the Debtors. I am engaged in my capacity as a Managing Director of Getzler Henrich & Associates LLC (“Getzler Henrich”), a corporate turnaround and restructuring advisory and consulting firm. I have over twenty-five (25) years of experience in corporate restructuring advisory services for manufacturing, retail and distribution companies, including operations restructuring, business plan analysis, performance improvement, cash and vendor management, bankruptcy consulting and interim management services.

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).



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2. In my capacity as CRO, I am generally familiar with the Debtors' business, financial affairs, books and records, and its restructuring efforts to date. I have overseen the preparations for the Debtors' chapter 11 filings and participated in negotiations with certain of the Debtors' key constituencies. I submit this declaration (this "Declaration"): (i) in support of the voluntary petitions for relief filed by the Debtors as of the date hereof (the "Petition Date") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and the motions and applications filed concurrently herewith and discussed herein (collectively, the "First Day Motions"), and (ii) to describe the circumstances that compelled the Debtors to seek relief under chapter 11 and provide other pertinent information.

3. Except as otherwise indicated herein, the facts in this Declaration are based upon my personal knowledge, my review of relevant documents and information, my discussions with the Debtors' management and employees, my insights and opinions based upon experience, knowledge, and information concerning the Debtors' operations and financial condition, and/or my discussions with the team at Getzler Henrich and with the Debtors' other advisors at Pillsbury Winthrop Shaw Pittman LLP ("Pillsbury"). References to the Bankruptcy Code, the chapter 11 process, and related legal matters are based on my understanding of such matters in reliance on the explanation provided by counsel. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

4. This Declaration is organized into six sections. The first provides an overview of the Debtors and their Chapter 11 Cases. The second provides background information on the Debtors' business. The third describes the Debtors' corporate and capital structure. The fourth describes the key events leading to the filing of the Chapter 11 Cases and the Debtors' prepetition restructuring efforts. The fifth summarizes the Debtors' proposed DIP financing. The sixth

summarizes the relief requested in, and the legal and factual bases supporting, the First Day Motions.

I. OVERVIEW OF THE DEBTORS

5. Founded in 2014, Ample’s objective is to solve fleet electrification challenges by developing modular battery swapping solutions to make electric vehicles (“EV”) charging fast and convenient while enabling a more sustainable future. Ample develops proprietary autonomous swapping stations and modular battery systems that enable depleted EV batteries to be replaced quickly with fully charged ones. Ample’s core innovation is its modular battery swapping technology, which enables a vehicle to receive a fresh battery in minutes, similar to refueling at a gas station. This system is designed to work with a variety of EV models without requiring major vehicle re-engineering. Its EV battery swapping stations use autonomous robotics to remove and replace battery modules, reducing EV downtime compared with conventional EV charging. The modular approach enables faster deployment, with swapping stations able to be installed quickly in days and utilizes compact footprints the size of two parking spaces, conveniently and strategically located in urban and suburban locations. Ample primarily targets commercial fleet operators such as logistics, ride-hailing, delivery that would most benefit from minimized EV downtime and increased utilization.

6. Over the last several years, Ample has built and deployed a network of modular battery swapping systems in coordination with fleet operators and other partners, including Uber, Mitsubishi and Stellantis. The Company’s platform includes not only the autonomous exchange stations (“Swapping Stations”) and battery module systems (“BMS”), but also proprietary vehicle integration components and software (“VI”) that seamlessly integrate to multiple OEM vehicle designs. Ample’s system is battery chemistry agnostic and uses cylindrical cells to

manufacture its BMS. Ample has deployed its technology in the San Francisco Bay Area and pursued pilot deployments in Spain and Japan with OEM and fleet partners, including Stellantis's Free2Move car-sharing service in Madrid, and Mitsubishi Fuso, Mitsubishi Motors and Yamato in Japan.



An electric vehicle inside Ample's battery swapping machine. Courtesy Ample

7. The past two years have seen an 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.

8. 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.

II. THE DEBTORS' BUSINESS

9. Ample was created to address slow charging times and incompatible charging infrastructure which present barriers to widespread EV adoption. At the core of Ample's technology is the modular, swappable, battery architecture. There is no need for carmakers to redesign their cars to work with Ample's technology. At Ample's swapping stations, using a combination of computer vision and secure wireless communication with the vehicle, Ample can identify the location of each battery module to be swapped. The depleted batteries are removed and placed on storage shelves within the swapping station, to be recharged for the next vehicle.

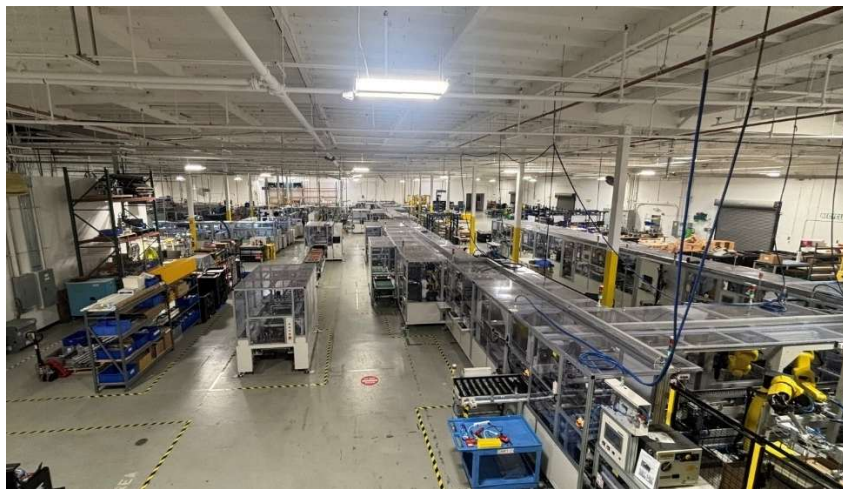
10. Ample's swapping stations provide several benefits to the electrical grids. Charging stations reduce the load on the grid during peak hours by charging off-peak where possible, as compared to traditional EV charging, which is dependent on the operator's electricity consumption behavior. The stations function as another form of distributed energy storage. Their idle batteries recharge during non-peak periods and help smooth out load demands and grid fluctuations. Unlike fast chargers that demand several megawatts of instantaneous power, Ample's swapping stations draw energy at a steady, self-regulated rate.

11. At its peak, the Company employed over 200 employees and was a significant contributor to the South San Francisco industrial base. The workforce included professionals across multiple engineering disciplines, as well as finance, supply chain, logistics, regulatory, and health and safety functions, among others. The Company is also proud of the diversity of its team, which includes employees from more than 20 countries who collectively speak 14 different languages. The Company also received national and international accolades, including recognition as one of *TIME* Magazine's "100 Most Influential Companies" in 2023, *Fast Company's* "Innovation by Design" award in Automotive in 2023, and *TIME* Magazine's "America's Top GreenTech Companies" in 2024.

12. The Company has attracted substantial investment interests since it was founded in 2014. To date, it has raised more than \$330 million over five funding rounds including Series A, B, C, and C-1 preferred shares and convertible notes. Ample's largest funding round was \$160 million in Series C preferred shares in 2021. In November 2024, Ample secured a \$25 million investment led by a multinational Japanese manufacturer. In 2024, Ample partnered with Stellantis to deploy Fiat 500e's in the Free2Move car-sharing service in Madrid. Ample also raised convertible notes debt in 2025 totaling approximately \$35 million.

13. Ample's technology is proven through a series of real-world test pilots. In the San Francisco Bay Area, the company began rolling out stations and vehicles for fleet customers in 2021. In Spain, Ample teamed up with Stellantis to power the Fiat 500e car-sharing program. In Japan, Ample partnered with local stakeholders and OEMs on pilot deployments, supported in part by a grant from the Tokyo Metropolitan Government.

The Debtors' significant assets consist of intellectual property and related know-how developed and proven technology for the proprietary designs for modular battery systems, robotics, vehicle-integration components, swapping-station architecture, and associated software platforms. These assets represent the core technological value of the enterprise and are central to the Debtors' sale efforts. The Company also developed and built a state-of-the-art manufacturing facility that produces the battery module systems, swapping stations and vehicle integration plates. This turnkey facility consists of three (3) fully automated battery assembly lines which use 50+ FANUC 6-axis robotic arms, laser welders, automated dispensing equipment, vision-based quality control, and in-line testing. The lines combined are capable of producing 18 battery modules per hour.





14. The Debtors own and lease equipment used for battery module system and swapping station manufacturing, testing, and deployment. As of September 30, 2025, the Debtors reported net property and equipment of approximately \$57.0 million, including vehicles held for conversion, R&D equipment, computer equipment, and swapping infrastructure. While the Company has disposed of or impaired certain non-essential and non-core assets, the Debtors continue to maintain, protect, and safeguard the manufacturing assets in their Brisbane, California facility and related inventory storage facility.

15. Ample has the opportunity to apply for duty drawback recovery related to a portion of its excess battery cell inventory sales for which import duties were previously paid and which

is subsequently being exported from the United States. 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. The Company estimates that it could potentially claim approximately \$6 million in duty drawbacks related to the sale of excess battery inventory. The Company could engage a third party broker, like Charter Brokerage, to help prepare and submit the required documentation, as CBP imposes detailed and specific requirements for duty drawback applications.

16. The Debtors lease multiple facilities used for corporate offices, engineering, manufacturing, warehousing, and pilot operations. Ample maintains its headquarters at 100 Hooper Street in San Francisco, California, and leases industrial and office space in Brisbane, California, including at 91 and 93–99 Park Lane and 280 Old County Road. The Debtors also lease warehouse space at 1699 West Grand Avenue in Oakland, California, and premises at 245 South Spruce Avenue in South San Francisco, California. In addition, the Debtors lease a testing facility at 2870 Cordelia Road in Fairfield, California. Over the course of the year, in an effort to reduce fixed costs and improve its liquidity, the Company embarked on lease and operational consolidation efforts to vacate several leased locations and continues to evaluate lease assumption or rejection as part of its consolidation, and optimization efforts for the sale process.

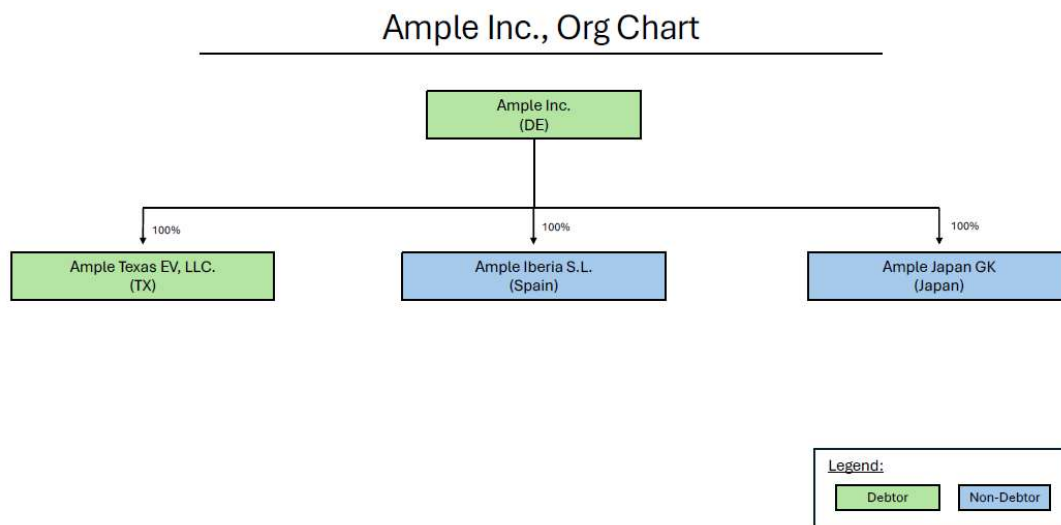
17. As of the Petition Date, Ample employs two full-time, non-executive employees and also engages approximately fifteen contractors, many of whom previously served as long-time dedicated employees of the Company. These individuals provide essential operational, financial, strategic, administrative, and facilities support and collectively preserve critical institutional knowledge regarding the Debtors' technology, manufacturing processes, and commercial

relationships. These two remaining Employees are expected to remain in place for the immediate future, but Debtors anticipate transitioning them to contractors to assist with maintaining the intact turnkey manufacturing facilities and supporting sale-related activities.

III. THE DEBTORS' PREPETITION CORPORATE AND CAPITAL STRUCTURE

A. The Debtors' Corporate Structure

18. The lead debtor, Ample Inc., is a Delaware corporation and the parent of certain operating entities, including Ample Texas EV, LLC (co-debtor in these Chapter 11 Cases), and two foreign non-debtor affiliates: Ample Iberia S.L. in Spain and Ample Japan GK in Japan. Ample Texas EV, LLC was formed to facilitate potential recapitalization, merger, sale, and reorganization opportunities for the Company's business. The Debtors hold the business's core intellectual property, equipment, and contractual arrangements. The foreign affiliates have real property lease obligations and supported pilot deployments in their respective countries, but they are now winding down. The following illustrates the corporate structure of the Debtors and their non-debtor affiliates:



19. Ample Inc.'s equity structure consists of six series of convertible preferred stock (A, B, C, C-1, C-2, and C-3), incentive equity, and common stock. The preferred stock represents the majority of the Company's invested equity capital, with common stock comprising the remainder.

B. The Debtors' Capital Structure

20. As of the Petition Date, the Debtors have approximately \$35,200,000 in total funded debt and capital lease obligations, as set forth below:

<u>Funded Debt and Other Obligations</u>	<u>Outstanding Amount (Approximately)</u>	<u>Maturity Date</u>
Convertible Notes	\$35,000,000	July 3, 2026
Capital Leases	\$200,000	Ranging from 2027 to 2030

1. The Convertible Notes

21. The Company has funded recent operations through capital raises in the form of unsecured convertible notes. As of the Petition Date, the Debtors owe approximately \$35,000,000 (principal, not including interest) on these notes.

2. Capital Lease Obligations

22. The Company has several equipment leases/financings that consist primarily of forklifts used throughout the Debtors' leased facilities. With the consolidation efforts over time, the Debtors expect to return a portion of the leased equipment. As of September 30, 2025, the total liability with respect to those capital-lease equipment financings was approximately \$200,000.

3. Other Obligations

23. The Debtors' other liabilities consist primarily of ordinary-course trade and vendor obligations and lease liabilities associated with their manufacturing, office, and warehouse

facilities. The Debtors also have employee-related obligations, including a modest amount of accrued compensation and benefits for the remaining Employees that may be satisfied in whole or in part by the First Day Motions, as well as potential claims against the Debtors under the federal and California WARN Acts relating to recent workforce reductions. In addition, the Debtors are party to various equipment and technology contracts, some of which are in default. The Debtors also maintain certain letters of credit secured by U.S. certificates of deposit. The Debtors further have obligations for sales and use taxes, property taxes, income taxes, franchise taxes, and other regulatory fees which, to the best of my knowledge, are relatively limited in amount as of the Petition Date. The Debtors intend, through their cash management and related first-day relief, to seek authority to satisfy only *de minimis* prepetition tax amounts that must be paid promptly to avoid prejudice to the estates, including approximately \$1,500 in sales and use taxes and certain Delaware franchise tax obligations, while preserving all rights with respect to other prepetition tax claims.

IV. EVENTS LEADING TO THE CHAPTER 11 FILINGS

24. Beginning in late 2023 and throughout 2024, Ample faced an increasingly challenging commercial and capital environment that ultimately left the Debtors without sufficient liquidity to continue operations outside of chapter 11. Over the past two years, the global EV sector experienced a rapid contraction in investment. Government incentives and subsidies intended to accelerate EV adoption were reduced, delayed, or redirected, and private capital flows into battery-infrastructure companies declined significantly. These developments constrained Ample's ability to raise additional financing despite substantial technical progress.

25. Ample also faced severe supply chain challenges. It relies on foreign suppliers to source its robotics components, battery cells, and specialized components. Many of that

componentry became subject to tariffs, and significant increases in cost of logistics. These challenges increased project costs, disrupted development timelines, and strained liquidity.

26. Regulatory and permitting delays significantly impaired Ample's commercial pilot efforts. In Spain, the Company's Madrid swapping-station operations were delayed due to the regulatory and permitting frameworks not being ready for Ample's novel solutions. In Japan, permitting and regulatory processes and logistical challenges slowed the transition to scaled deployment despite supportive local partners and grant commitments. These setbacks reduced the Debtors' ability to demonstrate commercial readiness to strategic partners and investors.

27. Ample found itself in a situation where it was able to successfully commercially deploy its technology but did not have the funds to continue to scale the deployments. Ample was able to commercially deploy vehicles in Madrid in car sharing with Free2Move using Stellantis' Fiat e500 vehicles, and was close to commercially launching vehicles in Tokyo with Yamato (the largest logistics operator in Japan) and Amazon, using vehicles from Mitsubishi Fuso, Toyota, and Mitsubishi Motors.

28. 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 pilots. 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.

29. Effective September 29, 2025, Ample and its board engaged Getzler Henrich to explore an out-of-court restructuring or other transaction. Ample's historic corporate counsel,

Pillsbury Winthrop Shaw Pittman, LLP (“Pillsbury”), helped advise on those efforts and became more actively involved in anticipation of the filing of these Chapter 11 Cases, including preparation of the chapter 11 filings, the First Day Motions, the debtor-in-possession financing, section 363 sales, and a chapter 11 plan. The Debtors intend to file applications to employ Getzler Henrich and Pillsbury *nunc pro tunc* within 30 days of the Petition Date.

30. 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.

V. DIP FINANCING

31. Although multiple parties expressed interest in an out-of-court transaction prior to the Petition Date, none was willing to commit to a comprehensive solution on acceptable terms or within the timeframe required to stabilize operations. The Debtors do not have a funded prepetition secured corporate credit facility and, other than limited equipment financings and letters of credit, have no material third-party secured debt at the corporate level. To my knowledge, there is no prepetition lender with a lien on the Debtors’ cash, and the Debtors are not seeking authority to use any prepetition cash collateral. As a result, the Debtors determined that a chapter 11 filing supported by debtor-in-possession financing was necessary to preserve their assets, fund a marketing process, and facilitate a value-maximizing sale or recapitalization.

32. The Debtors’ ability to initiate and prosecute these Chapter 11 Cases is dependent entirely on securing post-petition debtor-in-possession financing. The Debtors have negotiated a proposed debtor-in-possession financing facility with Twelve Bridge Capital, LLC (the “DIP Lender”) in the amount of \$6 million (the “DIP Facility”). The DIP Facility consists entirely of

new-money funding; there is no roll-up or refinancing of prepetition indebtedness. Up to \$2.5 million is available upon entry of an interim order (the “Interim Draw”), with the remaining availability contingent on entry of a final order and satisfaction of customary conditions precedent. The DIP Facility is subject to a negotiated thirteen-week budget, milestones, and other customary terms and conditions. I have reviewed the DIP Motion, the DIP term sheet, and the proposed interim order and believe the material economic terms, including the interest rate and fees, are reasonable and consistent with the Debtors’ circumstances and current market conditions for similarly situated borrowers.

33. In pursuing financing, the Debtors and their advisors engaged with multiple parties, including the DIP Lender, existing noteholders and other stakeholders, and potential strategic and financial investors. Within twenty-four hours of being approached regarding a potential DIP financing, the DIP Lender delivered a term sheet that, under the circumstances, reflected reasonable and competitive terms. The Debtors then worked and negotiated extensively, but expeditiously, with the DIP Lender to agree on a comprehensive DIP term sheet that forms the basis of the DIP Motion. Notably, the DIP Lender is willing to fund off the term sheet and forego a full credit agreement, which would be time-consuming and costly for the estate. I view the DIP Lender’s willingness to move quickly and limit documentation as a significant benefit to the estate that no other potential DIP lender offered. The Debtors also explored whether any existing investors or third parties would provide unsecured or junior secured financing on better terms; no such financing materialized. Based on these efforts, I believe the DIP Facility is the only actionable financing available to the Debtors on the timeline required to preserve value.

34. The DIP term sheet reflects the parties’ express acknowledgment that the DIP Lender would suffer harm if displaced after committing to provide post-petition financing,

including through an agreed administrative claim provision that addresses the risk of replacement financing prior to entry of the Interim Order. I have reviewed the DIP Motion, the DIP term sheet, and the proposed interim order and believe that the material economic terms of the DIP Facility, including the interest rate and fees, are reasonable in light of the Debtors' circumstances and consistent with current market conditions for similarly situated borrowers. The DIP Facility will provide the liquidity necessary to fund payroll and contractor expenses, protect critical intellectual property, maintain the manufacturing facilities and equipment necessary for diligence and demonstration, pursue potential duty-drawback recoveries, and fund the costs of these Chapter 11 Cases, including the marketing and sale process, all in accordance with the Approved Budget. The Debtors' current cash position is not sufficient to meet these needs. Immediate access to the Interim Draw is necessary to avoid immediate and irreparable harm to the Debtors' estates, including potential loss of key personnel, inability to safeguard equipment and data, and disruption of the first-day relief that supports the Debtors' sale and plan process.

35. The DIP agreement provides for a full 60-day marketing process leading up to an auction. The Debtors expect this process to generate interest from both financial and strategic parties, including participants from prior marketing efforts as well as parties active in the EV battery and mobility sectors who recognize the value of the Debtors' technology and assets. The Debtors believe there are multiple natural partnership and alliance opportunities with existing OEMs and blue-chip fleet operators, and that the DIP Facility and related milestones provide an appropriate framework to pursue those opportunities expeditiously.

VI. FIRST DAY MOTIONS²

36. To avoid immediate and irreparable harm to the Debtors' estates, the Debtors have filed several first-day motions seeking authority to maintain limited ordinary-course operations and pay certain amounts to the extent necessary to preserve value. These include motions to continue using the Debtors' existing cash management system, maintain insurance coverage, pay accrued prepetition wages and continue employee benefits programs, continue utility services, extend the time to file schedules and statements and related reports, and pay insurance, minor taxes, and maintain the cash management systems as described in the Cash Management Motion and related requests for relief. Granting this relief is essential to preserving the Debtors' engineering and technical capabilities, protecting intellectual property, and maintaining stability during the sale and plan process.

A. Joint Administration Motion

37. Pursuant to the Joint Administration Motion, the Debtors seek to jointly administer these Chapter 11 Cases for procedural purposes only. Joint administration is appropriate and will promote administrative convenience and efficiency without affecting the substantive rights of any party in interest. By jointly administering these cases, the Debtors can avoid unnecessary duplication of notices, applications, orders, and related filings, thereby reducing administrative costs.

38. Joint administration will also relieve the Court of entering duplicative orders and maintaining separate files and dockets for each Debtor. The Office of the United States Trustee and other parties in interest will likewise benefit from streamlined case administration.

² Capitalized terms used in this section but not defined have the meanings given in the respective First Day Motion.

Accordingly, I believe that joint administration is warranted and will preserve the value of the Debtors' estates by avoiding duplicative expenses.

B. Motion to Extend Time to File Schedules

39. Pursuant to the Motion to Extend Time to File Schedules, the Debtors seek additional time to prepare and file their schedules of assets and liabilities, statements of financial affairs, and initial 2015.3 reports. The Debtors must assemble detailed information regarding secured and unsecured obligations, leases, tax liabilities, executory contracts, and other claims across multiple entities and jurisdictions. Relevant data is dispersed among different systems, locations, and legacy business units, including the Debtors' foreign affiliates. In light of the Debtors' substantially reduced staff and the need to devote immediate attention to stabilizing operations and the DIP financing and sale process, additional time is necessary to accurately compile and verify the required information. The Debtors have therefore requested an extension of the deadline for filing their schedules, statements, and 2015.3 reports, which I believe is reasonable and will not prejudice creditors.

C. Utilities Motion

40. Pursuant to the Utilities Motion, the Debtors seek entry of an order (i) approving the proposed form of adequate assurance of payment to the Debtors' utility providers; (ii) establishing procedures for resolving objections by utility providers relating to the Debtors' proposed adequate assurance; and (iii) prohibiting utility providers from altering, refusing, or discontinuing services. In connection with the normal operations of the Debtors' remaining facilities, the Debtors rely on electricity, gas, internet, telephone, security, access-control, waste-management, and similar services necessary to preserve robotics equipment, modular battery

systems, and other estate assets, fire protection, telephone, telecommunications, security, and similar services.

41. The Debtors propose to provide adequate assurance to their utility providers by continuing to pay all post-petition utility obligations in the ordinary course of business, consistent with their historical practices. As set forth in the Utilities Motion, the Debtors' average aggregate monthly cost for utility services is approximately \$19,800, allocated among the providers identified on Exhibit A thereto. These providers include (by way of example): (i) PG&E for electricity and gas; (ii) AT&T and Sonic for telephone and internet services; (iii) Monkey Brains for dedicated internet service; (v) Republic Services and SSF Scavenger for waste-management; and (vi) other vendors supplying essential network, data storage, software and facility-support services. The Debtors believe that their commitment to timely payment of post-petition obligations, coupled with the procedures established for resolving any additional-adequate-assurance requests, provides sufficient assurance under section 366 of the Bankruptcy Code.

42. The relief requested in the Utilities Motion is warranted because utility services are essential for ongoing business operations and therefore the overall success of these cases. Additionally, the proposed adequate assurance payment and procedures for resolving any objections by the utility companies are reasonable and should be approved. The utility companies should also be prohibited from altering, refusing, or discontinuing service to the Debtors. Should any utility company refuse or discontinue service, even for a brief period, the Debtors' business operations would be disrupted. The relief sought in the Utilities Motion is necessary to ensure that the Debtors maintain continued services from their utility service providers to allow the Debtors to continue operating in the normal course during these Chapter 11 Cases.

D. Cash Management and Insurance Motion

1. Cash Management

43. Pursuant to the Cash Management Motion, the Debtors seek authority to, among other things, continue operating their cash management system, implement changes to the cash management system in the ordinary course, and continue intercompany transactions and funding consistent with the Debtors' historical practice.

44. The Debtors operate an integrated system of bank accounts to facilitate the collection and disbursement of funds across the debtor entities. A diagram illustrating the flow of funds through the Debtors' cash management system is attached as Exhibit C to the Cash Management Motion.

45. As of the Petition Date, the Debtors maintain a total of nine (9) bank accounts—five (5) held at Citizens Bank and four (4) at J.P. Morgan Chase. A description of each of the Debtors' bank accounts is provided under paragraph 10 of the Cash Management Motion.

46. Additionally, the Debtors use a single corporate credit card issued by Brex Inc. for certain small-dollar, recurring expenses such utilities, office expenses, and software subscriptions.

47. In the ordinary course of business, the Debtors may engage in limited intercompany financial transactions among themselves and with certain Non-Debtor Affiliates, which may include short-term advances, reimbursements, or allocations of shared expenses. Any such transactions are recorded through book-entry adjustments that reduce corresponding intercompany receivables and payables without altering the Debtors' aggregate cash position. These intercompany arrangements support the Debtors' wind-down activities of its international operations of non-debtor affiliates and the performance of essential corporate functions. By obtaining approval for such intercompany transactions, however, Ample is not obligated to make them, and the Non-Debtors are not automatically granted an administrative expense.

48. In connection with the Cash Management Motion, the Debtors also seek authority to make only limited payments of prepetition tax obligations that are necessary to preserve the Debtors' good standing and avoid disproportionate penalties, including approximately \$1,500 in prepetition sales and use taxes and certain Delaware franchise taxes. The Debtors do not seek blanket authority to pay all prepetition taxes and fees, and any other prepetition tax claims will be addressed in the ordinary course of these Chapter 11 Cases or under a chapter 11 plan. De minimis prepetition sales taxes can be paid postpetition because the sales tax cash held (about \$1,500) is held in statutory trust. Similarly, the de minimis Delaware franchise taxes that cross the Petition Date will be paid so the company maintains its standing. To the best of my knowledge, the Debtors have generally remained current on their tax obligations prior to the Petition Date, subject to timing differences and normal-course reconciliation.

49. The relief sought in the Cash Management Motion is necessary. The cash management system provides material benefits to the Debtors, including the ability to control corporate funds, ensure the availability of funds when necessary, and reduce costs and administrative expenses by facilitating the quick movement of funds. Disruptions to the Debtors' cash management system could lead to delays in satisfying the Debtors' obligations to employees, vendors, and suppliers. To avoid the potential erosion of value that could ensue from any such disruptions, it is imperative that the Debtors continue using their cash management system consistent with historical practice.

2. Insurance

50. In the ordinary course of business, the Debtors maintain approximately 12 insurance policies that are administered by 12 insurers. Such listing includes the Debtors' general liability, property, directors' and officers' liability, cyber liability, foreign commercial risks, and

workers' compensation. The Debtors' use of estate funds to pay the Insurance Obligations is justified because such obligations are necessary costs of preserving the Debtors' estates. The Insurance Programs are essential to the Debtors' operations, as the Debtors would be exposed to significant liability if the Insurance Policies were allowed to lapse or terminate. Such exposure could detrimentally impact the success of the Chapter 11 Cases.

E. Prepetition Wages Motion

51. Pursuant to the Wages Motion, the Debtors seek authority to (i) pay prepetition wages, salaries, contractor compensation, reimbursable expenses, accrued paid time off, and related withholding and tax obligations, and to remit all amounts deducted from compensation to applicable taxing authorities and third-party administrators, and (ii) continue providing employees with benefits under the Debtors' employee benefit programs in the ordinary course of business, including payment of certain prepetition obligations associated therewith. As detailed in the Wages Motion, the Debtors' remaining workforce consists of two Employees as of the Petition Date and a small group of essential Contracted Labor who perform strategic, operational, financial, facilities, and administrative functions critical to maintaining the Debtors' assets during this period.

52. The Debtors request authority to satisfy modest prepetition employee-related obligations, including: (i) accrued but unpaid Employee and Contracted Labor compensation for the partial pay period preceding the Petition Date; (ii) limited amounts owed for Payroll Taxes and other required withholdings; (iii) amounts related to Employee Benefits administered through Sequoia—such as medical, dental, vision, disability, and life-insurance premiums scheduled to remain in place through at least to the end of this year; and (iv) accrued but unpaid Employee Expenses incurred in the ordinary course (collectively, the “Employee Obligations”). Because only two Employees remained as of the Petition Date and because most benefits terminate at year-end,

the Debtors estimate that these Employee Obligations are modest in the aggregate and within the statutory priority caps under sections 507(a)(4) and (5) of the Bankruptcy Code.

53. Paying the Employee Obligations and continuing the Debtors' employee benefit programs is necessary to avoid immediate and irreparable harm to the Debtors' estates. The remaining Employees and Contracted Labor possess critical institutional knowledge and perform functions essential to safeguarding robotics systems, modular battery assets, digital infrastructure, and intellectual property. Failure to pay accrued compensation, benefits, and reimbursable expenses would jeopardize morale, risk workforce attrition, and impair the Debtors' ability to administer these Chapter 11 Cases and preserve estate value. The relief requested in the Wages Motion will mitigate hardship to these individuals and ensure that the Debtors maintain stability during the wind-down and sale efforts.

VII. CONCLUSION

54. Accordingly, I believe the relief requested is necessary and appropriate and is in the best interests of the Debtors' estate, creditors, and other parties-in-interest.

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

Dated: December 15, 2025
Houston, Texas



Name: John D. Baumgartner

Title: Chief Restructuring Officer

EXHIBIT 2

relationships. These two remaining Employees are expected to remain in place for the immediate future, but Debtors anticipate transitioning them to contractors to assist with maintaining the intact turnkey manufacturing facilities and supporting sale-related activities.

III. THE DEBTORS' PREPETITION CORPORATE AND CAPITAL STRUCTURE

A. The Debtors' Corporate Structure

18. The lead debtor, Ample Inc., is a Delaware corporation and the parent of certain operating entities, including Ample Texas EV, LLC (co-debtor in these Chapter 11 Cases), and two foreign non-debtor affiliates: Ample Iberia S.L. in Spain and Ample Japan GK in Japan. Ample Texas EV, LLC was formed to facilitate potential recapitalization, merger, sale, and reorganization opportunities for the Company's business. The Debtors hold the business's core intellectual property, equipment, and contractual arrangements. The foreign affiliates have real property lease obligations and supported pilot deployments in their respective countries, but they are now winding down. The following illustrates the corporate structure of the Debtors and their non-debtor affiliates:

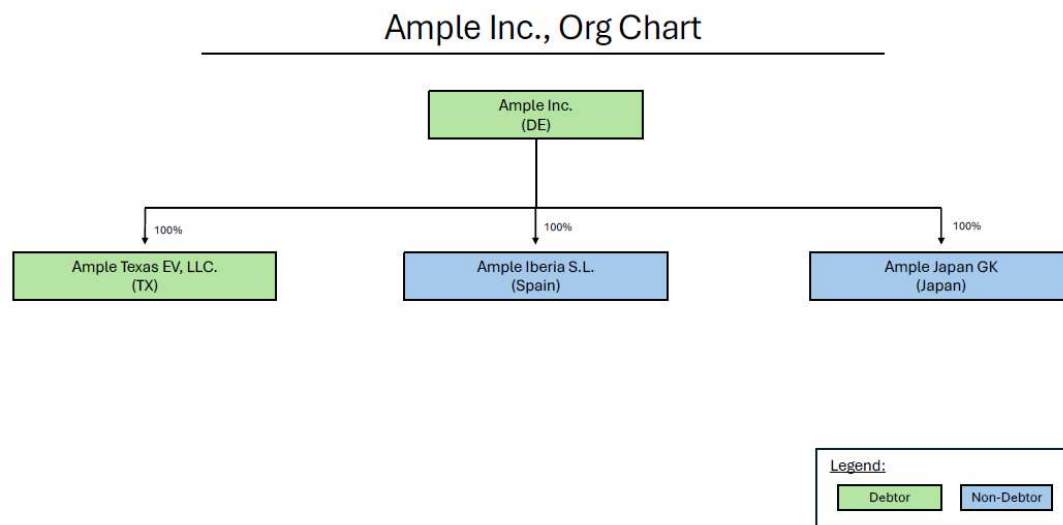


EXHIBIT 3

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 Claims.

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 or 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

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

AMPLE, INC., as Borrower

Signed by:



Name: Ann C. Huynh

Title: Chief Restructuring Officer

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:



Name: Ann C. Huynh

Title: Chief Restructuring Officer

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

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

Envelope Originator:

Certificate Pages: 5

Initials: 0

Nancy J. Jones

AutoNav: Enabled

9201 E Dry Creek Rd

Enveloped Stamping: Enabled

Centennial, CO 80112

Time Zone: (UTC-06:00) Central Time (US & Canada)

nancy.jones@pillsburylaw.com

IP Address: 165.85.199.113

Record Tracking

Status: Original

Holder: Nancy J. Jones

Location: DocuSign

12/14/2025 1:57:11 PM

nancy.jones@pillsburylaw.com

Signer Events

Ann C. Huynh

ahuynh@getzlerhenrich.com

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

D2CEB2AFF79B474...

Timestamp

Sent: 12/14/2025 2:03:18 PM

Viewed: 12/14/2025 2:06:11 PM

Signed: 12/14/2025 2:06:52 PM

Signature Adoption: Pre-selected Style

Using IP Address:

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Electronic Record and Signature Disclosure:

Accepted: 12/14/2025 2:06:11 PM

ID: b64ab342-55ec-4d38-91c7-e28d249ca065

Ric T. Best

Ric@twelvebridgecapital.com

Security Level: Email, Account Authentication
(None)

Signed by:

AA5681F44D364E3...

Sent: 12/14/2025 2:03:18 PM

Viewed: 12/14/2025 5:21:16 PM

Signed: 12/14/2025 5:21:40 PM

Signature Adoption: Pre-selected Style

Using IP Address: 2600:387:15:2519::7

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 12/14/2025 5:21:16 PM

ID: 8b0981c0-4875-41b7-ba4e-3d4e04585c11

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Andrew Alfano

andrew.alfano@pillsburylaw.com

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Not Offered via Docusign

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

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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.

EXHIBIT 4

EXHIBIT 1

	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

EXHIBIT 5

EXHIBIT A

UTILITIES SERVICES LIST

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

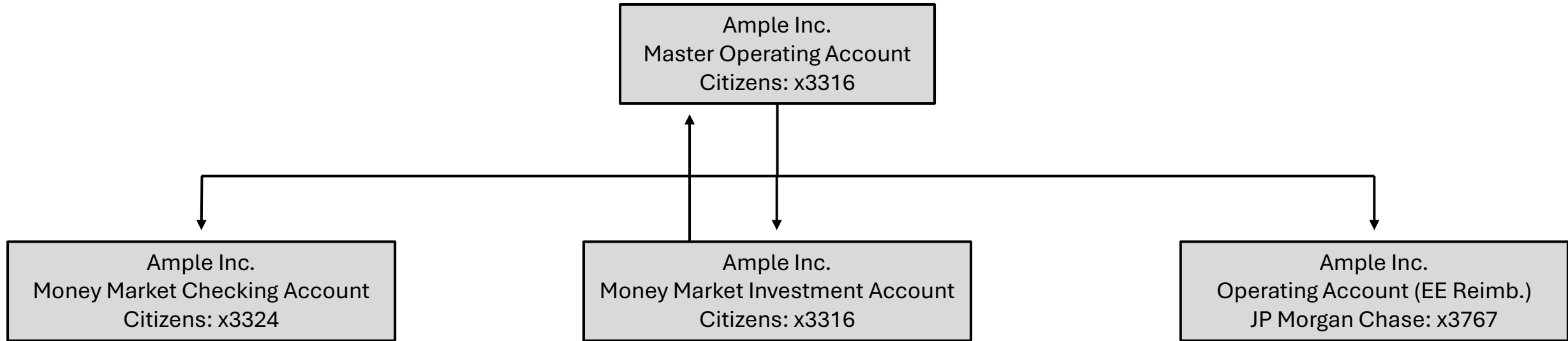
* Kisi and Provigil are included in this exhibit out of an abundance of caution, and as examples of service providers whose offerings the Debtors do not concede constitute "utility services" under section 366 of the Bankruptcy Code. These services are ordinarily paid through the Debtors' Corporate Card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

EXHIBIT 6

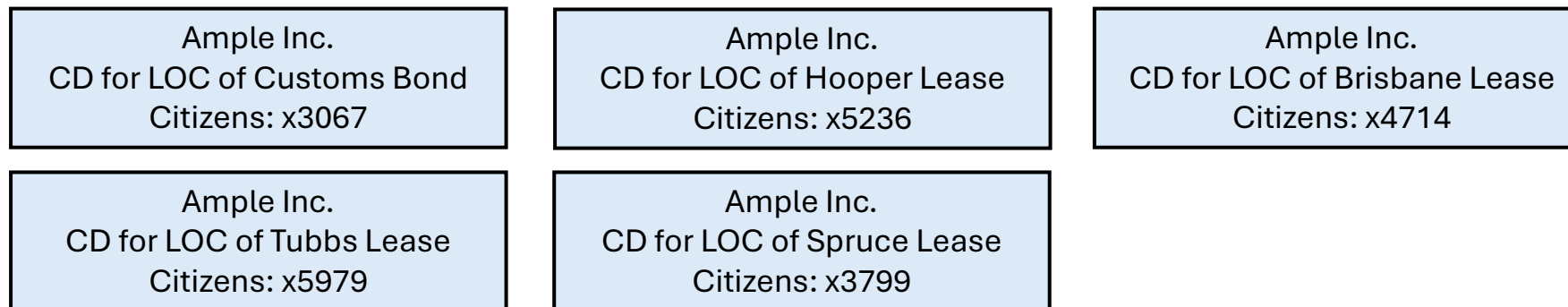
EXHIBIT A

CASH SCHEMATIC

Ample Inc., Cash Management Schematic



US Certificates of Deposit



Legend:

Ample Inc.
Bank Account

Ample Inc.
CD Account

EXHIBIT 7

EXHIBIT B

DEBTOR ACCOUNTS

No.	Account holder	Bank Name	Account No. Account Function
1	Ample Inc.	Citi ens Bank	3316 Master Operating Account
2	Ample Inc.	Citi ens Bank	3316 Money Market Investment Account
3	Ample Inc.	Citi ens Bank	3324 Money Market Checking Account
4	Ample Inc.	JP Morgan Chase	3767 Operating Account EE Reimbursements
5	Ample Inc.	Citi ens Bank	3067 US Certificate of Deposit
6	Ample Inc.	Citi ens Bank	5236 US Certificate of Deposit
7	Ample Inc.	JP Morgan Chase	4714 US Certificate of Deposit
8	Ample Inc.	JP Morgan Chase	5979 US Certificate of Deposit
9	Ample Inc.	JP Morgan Chase	3799 US Certificate of Deposit

EXHIBIT 8

EXHIBIT C

LC SCHEDULE

Issuing Bank	Letter of Credit Number	Beneficiary	Amount	Expiration Date*	Collateral Pledged
Citiens Bank N.A.	S201420	KR 100 Cooper LLC	\$ 675,529.00	5/11/2026	x5236
JPMorganChase	210988528-26502501	Uber Technologies, Inc.	\$ 192,276.00	3/31/2029	x5979
JPMorganChase	210988528-26791301	AMB Fund III Mosaic, LLC	\$ 416,555.54	3/31/2028	x3799
Citiens Bank N.A.	S200839	American Alternative Insurance Corporation	\$ 200,000.00	4/1/2026	x3067
JPMorganChase	210988528-24388201	Prologis, Inc.	\$ 103,643.15	1/1/2027	x4717

EXHIBIT 9

EXHIBIT D

INSURANCE POLICIES AND INSURERS

Line of Coverage	Carrier Name	Policy Number	Effective Dates	Approximate Annual Gross Premium
Workers Compensation and Employers Liability	AIU Insurance Company	WC 033-10-7343	4/1/2025 - 4/1/2026	, -
Life Insurance	Mutual of Omaha	UA1158734	10/11/2018 -	\$ 402.50
Life Insurance	Mutual of Omaha	UA1152570	10/11/2018 -	\$ 782.50
Cyber 30 share of total coverage	Arch Specialty Insurance Company	CCP1074860-05	2/1/2025 - 2/1/2026	\$ 892.50
Cyber 15 share of total coverage	Ascot Specialty Insurance Company	CCP1074860-05	2/1/2025 - 2/1/2026	\$ 446.25
Cyber 10 share of total coverage	Aspen Specialty Insurance Company	CCP1074860-05	2/1/2025 - 2/1/2026	\$ 297.50
Cyber 15 share of total coverage	Fireman's Fund Indemnity Corporation	CCP1074860-05	2/1/2025 - 2/1/2026	\$ 446.25
Cyber 30 share of total coverage	Fortegra Specialty Insurance Company	CCP1074860-05	2/1/2025 - 2/1/2026	\$ 892.50
Directors & Officers	AXIS Insurance Company	AXIS00004260-001	4/15/2025 - 4/15/2026	\$ 5,857.00
Directors & Officers Tail	AXIS Insurance Company	AXIS -	-	, -
Directors & Officers Side A Excess	Gemini Insurance Company	BPR	-	, -
Property 50 share of total coverage	Landmark American Insurance Company	L D949787	3/1/2025 - 3/1/2026	\$ 150,000.00
Property 50 share of total coverage	AXIS Surplus Insurance Company	AXIS P-001-001215274-01	3/1/2025 - 3/1/2026	\$ 150,000.00
Commercial General Liability	Apollo Syndicate Management Ltd.	B0146GLUSA2500379	3/1/2025 - 3/1/2026	\$ 100,000.00
Foreign Commercial General Liability	AIG	WS11019354	2/1/2025 - 2/1/2026	\$ 1,000.00
Foreign Commercial Auto Liability and Physical Damage	AIG	WS11019354	2/1/2025 - 2/1/2026	\$ 160.00
Foreign Voluntary Compensation and Employers Liability	AIG	WS11019354	2/1/2025 - 2/1/2026	\$ 700.00
Travel Accident and Sickness	AIG	WS11019354	2/1/2025 - 2/1/2026	\$ 943.00
Foreign Commercial Property	AIG	WS11019354	2/1/2025 - 2/1/2026	\$ 2,844.00