

ENTERED

December 18, 2025

Nathan Ochsner, Clerk

**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)
	§	

**INTERIM ORDER AUTHORIZING THE DEBTORS TO (I)(A) CONTINUE
OPERATING THEIR EXISTING CASH MANAGEMENT SYSTEM, (B) HONOR
CERTAIN RELATED PREPETITION OBLIGATIONS, (C) CONTINUE
INTERCOMPANY TRANSACTIONS, (D) WAIVING CERTAIN DEPOSIT
REQUIREMENTS, AND (E) GRANTING RELATED RELIEF, AND (II)(A) CONTINUE
INSURANCE PROGRAMS AND (B) GRANTING RELATED RELIEF**

Upon the emergency motion (the “Motion”)² of the Debtors for entry of an interim order (this “Interim Order”) (a) authorizing, but not directing, the Debtors to (i) continue operating their existing Cash Management System, including, without limitation, to continue to maintain their existing Accounts and Business Forms, (ii) implement changes to the Cash Management System in the ordinary course of business insofar as such changes relate to the Debtors’ participation in, or control of, the Cash Management System, including, without limitation, opening new or closing existing Accounts owned by the Debtors, (iii) continue to perform under and honor Intercompany Transactions among Debtors and Non-Debtor Affiliates in the ordinary course of business, including, to the extent applicable, honoring certain prepetition obligations related to Intercompany Transactions and granting administrative expense status to postpetition Intercompany Claims against the Debtors, (iv) honor and pay all outstanding prepetition and

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 Order is available on (a) the Court’s website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors’ claims and noticing agent, Verita Global at <https://veritaglobal.net/ample>.

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



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postpetition Account Fees payable by the Debtors, and (v) remit certain de minimis prepetition sales and franchise tax payments described in the Motion; (b) waiving, on a conditional 45-day basis, certain of the requirements set forth in section 345 of the Bankruptcy Code and the U.S. Trustee Guidelines; (c) authorizing and directing the Banks to continue to maintain, service, and administer the Accounts and to debit the Accounts in the ordinary course of business on account of (i) electronic transfers, including wire transfers, book transfers, and ACH transfers, or checks drawn on the Accounts and (ii) all amounts owed to the Banks for maintenance of the Accounts, including, without limitation, any Account Fees, credit card processing fees, service charges and other fees, costs, charges, chargebacks, and expenses associated with the Accounts and the Cash Management System, whether arising before or after the commencement of the Chapter 11 Cases; (d) authorizing, but not directing, the Debtors to (i) maintain, renew, amend, supplement, replace, or extend, in their discretion, the Insurance Programs and to perform with respect thereto in the ordinary course of business, and (ii) pay, in their discretion, any Insurance Obligations arising under, due and owing to, or related to the Insurance Programs; (e) modifying the automatic stay to the extent necessary to permit the Debtors' employees to proceed with Workers' Compensation Claims under the Workers' Compensation Policy; and (f) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is

necessary; and upon the record herein; and after due deliberation thereon; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

Cash Management

1. The Debtors are authorized, but not directed, to continue to maintain, and manage their cash pursuant to, the Cash Management System; to collect, concentrate, and disburse cash in accordance with the Cash Management System, including Intercompany Transactions; and to make ordinary course changes to their Cash Management System without further order of the Court.

2. The Debtors are authorized, but not directed, to (a) designate, maintain, and continue to use any or all of their existing Accounts, including those listed on Exhibit B to the Motion, in the names and with the account numbers existing immediately before the Petition Date, (b) to the extent of available funds, deposit funds in, and withdraw funds from, such accounts by way of an Ordinary Transfer Method, including, without limitation, checks, wire transfers, ACH transfers, and other debits, (c) pay any Account Fees or other charges associated with the Accounts, whether arising before or after the Petition Date, and (d) treat their prepetition Debtor Accounts for all purposes as debtor in possession accounts.

3. The Debtors are authorized, but not directed, to (a) open new Accounts and close any existing Accounts in the ordinary course of business as they may deem necessary and appropriate, and any relevant bank is authorized to honor the Debtors' requests to open or close

such Accounts, and (b) enter into any ancillary agreements, including new deposit control agreements, related to the foregoing, as they may deem necessary and appropriate; provided that all accounts opened by any of the Debtors on or after the Petition Date at any bank shall, for purposes of this Interim Order, be deemed a Debtor Account as if it had been listed on Exhibit B to the Motion; provided, further, that all new accounts opened within the United States by the Debtors on or after the Petition Date shall be at depositories that are (i) insured by the FDIC or the Federal Savings and Loan Insurance Corporation, (ii) designated as an Authorized Depository by the U.S. Trustee pursuant to the U.S. Trustee Guidelines, and (iii) with a bank that agrees to be bound by the terms of this Interim Order; provided, further, that the Debtors shall provide prior written notice, to the extent reasonably practicable (email notice being sufficient), to the U.S. Trustee, counsel to the DIP Lenders (as defined in the DIP Orders), and, if appointed, counsel to any statutory committee, of the opening or closing of any Debtor Account, and such opening or closing shall be timely reported in the Debtors' monthly operating reports.

4. The Banks are authorized to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtors relating to such obligations as set forth herein, to the extent that sufficient funds are on deposit in available funds in the applicable Accounts to cover such payments. The Banks are authorized to accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of this Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or after the Petition Date, without any duty to inquire otherwise.

5. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, and to replace any prepetition checks or electronic fund

transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Chapter 11 Cases with respect to any unpaid prepetition amounts that are authorized to be paid pursuant to this Interim Order.

6. Each of the Debtor's Banks is authorized and directed to debit the Debtors' accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtors' accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one of the Debtors' accounts with such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtors were responsible for such items prior to the Petition Date; and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System; and that any of the Debtors' Banks may rely on the representations of the Debtor with respect to whether any check or other payment order drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Order or any other order of this Court, and such Bank shall not have any liability to any party for relying on such representations by the Debtors as provided for herein.

7. The Banks shall not be liable to any party on account of: (a) following the Debtors' representations, instructions, or presentations as to any order of the Court (without any duty of further inquiry); (b) honoring transactions issued by Ordinary Transfer Method, including, but not limited to, prepetition checks, drafts, wires, electronic funds transfers, ACH transfers or other items with the good faith belief or upon a representation by the Debtors that the Court has authorized payment by way of such Ordinary Transfer Method; or (c) an innocent mistake made despite implementation of reasonable handling procedures.

8. Those certain existing deposit agreements between the Debtors and their existing Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect, without the need for further Court order. Either the Debtors or the Banks may, without further order of this Court, implement changes to the Cash Management System and procedures in the ordinary course of business pursuant to terms of those certain existing deposit agreements, including, without limitation, the opening and closing of Accounts.

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

10. The Debtors are authorized, but not directed, to, in their discretion: (a) make payments, net, and set off amounts owed on account of prepetition Intercompany Transactions, including for the purpose of reconciling prepetition Intercompany Claims; and (b) continue to enter into postpetition Intercompany Transactions and, in the ordinary course, make payments, net, and set off amounts owed on account of postpetition Intercompany Transactions, including for the purpose of reconciling postpetition Intercompany Claims, in each case in a manner consistent with the Debtors' past practices and subject to the DIP Orders; provided that the Debtors shall maintain

accurate and detailed records of all transfers and transactions within the Cash Management System in accordance with paragraph 12 of this Interim Order.

11. All Intercompany Claims against a Debtor held by another Debtor or a Non-Debtor Affiliate that arise after the Petition Date as a result of Intercompany Transactions described in the Motion are hereby granted administrative expense priority status in accordance with section 503(b)(1)(A) of the Bankruptcy Code to the extent such Intercompany Transactions provide actual and necessary benefits to the Debtors' estates.

12. The Debtors shall maintain accurate and detailed records of all transfers within the Cash Management System, including, without limitation, Intercompany Transactions and the payment of Intercompany Claims, so that (a) all transfers and transactions, including, without limitation, Intercompany Transactions and the payment of Intercompany Claims may be adequately and promptly documented and recorded in, and readily ascertained and traced from, their books and records, to the same extent maintained by the Debtors before the Petition Date; and (b) prepetition and postpetition transfers and transactions, including, without limitation, Intercompany Transactions and the payment of Intercompany Claims may be distinguished for the purposes of determining administrative expense status. Further, the Debtors shall maintain a report setting forth all Intercompany Transactions that constitute cash payments, both between Debtors and among Debtors and Non-Debtor Affiliates. To the extent that the transfers within the Cash Management System are disbursements, they shall be noted and reflected on the monthly operating reports and post confirmation reports filed by Debtors.

13. The Debtors are authorized, but not directed, to remit approximately \$1,500 in California sales and use taxes held on account of prepetition and postpetition periods and to pay their quarterly Delaware franchise tax in the ordinary course of business, including to the extent

such obligations accrued prior to the Petition Date, as described in the Motion, in each case subject to the DIP Orders.

14. The Debtors are authorized, but not directed, to maintain the Existing Letters of Credit and related collateral arrangements described in the Motion, including any cash collateral, investment accounts, or other security pledged to secure such Existing Letters of Credit, and the applicable Banks and issuing institutions are authorized to continue to administer, honor, draw upon, and apply such collateral in accordance with the terms of the applicable letters of credit and related documents, in each case subject to the DIP Orders and applicable provisions of the Bankruptcy Code.

15. To the extent that any of the Debtors' Accounts are not in compliance with section 345(b) of the Bankruptcy Code and any provision of the U.S. Trustee Guidelines, the Debtors shall have until the date that is forty-five days from the Petition Date, without prejudice to seeking an additional extension or extensions, to come into compliance with section 345(b) of the Bankruptcy Code and the U.S. Trustee Guidelines.

16. The Debtors are authorized to continue using, as such forms were in existence immediately before the Petition Date, the Business Forms, without reference to any Debtors' status as a debtor in possession; provided, that once the Debtors have exhausted their existing stock of checks, the Debtors shall ensure that any new checks are clearly labeled "Debtor In Possession" as soon as it is reasonably practicable to do so; provided further, that with respect to any Business Forms that exist or are generated electronically, the Debtors shall use reasonable efforts to ensure that such electronic Business Forms are labeled "Debtor In Possession" within 15 days following entry of this Interim Order, without prejudice to seeking an additional extension of such deadline.

The Debtors may obtain a further extension of the 15-day time period referenced in this paragraph by entering into a written stipulation with the U.S. Trustee without the need for further Court order.

Insurance Programs

17. The Debtors are authorized, but not directed, to maintain and continue the Insurance Programs (as defined in the Motion) without interruption in the ordinary course of business.

18. The Debtors are authorized, but not directed, to pay, in their discretion, all Insurance Obligations (as defined in the Motion), including, without limitation, any premiums, premium-financing payments, deductibles, self-insured retentions, workers' compensation claims, audit adjustments, broker fees, and any incidental claims administration charges that become due and payable under or in connection with the Insurance Programs, whether relating to the period before or after the Petition Date, in each case subject to the DIP Orders.

19. The Debtors are authorized, but not directed, to revise, extend, renew, supplement, replace, or obtain new Insurance Policies, any related premium financing arrangements, and any Letters of Credit supporting the Insurance Policies, and to take all actions in connection therewith in the ordinary course of business as the Debtors may deem necessary or appropriate in their business judgment.

20. Pursuant to section 362(d) of the Bankruptcy Code, the automatic stay is hereby modified to the extent necessary to permit the Debtors' employees and former employees that hold claims under the Debtors' Workers' Compensation Policy to proceed with their Workers' Compensation Claims in the appropriate judicial or administrative forum. The Debtors are authorized, but not directed, to pay any amounts owed on account of Workers' Compensation Claims, including any related administrative costs, in accordance with applicable law and the terms of the Workers' Compensation Policy.

21. The Banks are authorized to receive, process, honor, and pay any and all checks issued, or to be issued, and electronic funds transfers requested, or to be requested, by the Debtors relating to the Insurance Obligations, to the extent that sufficient funds are on deposit in available funds in the applicable Accounts to cover such payments, in accordance with the other provisions of this Interim Order.

22. Nothing in the Motion or this Interim Order, or any payment made pursuant to this Interim Order, is intended to be or shall be deemed as (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors; (b) a waiver or limitation of the Debtors' or any other party in interest's right to dispute the amount of, basis for, or validity of any claim; (c) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable non-bankruptcy law; (d) a waiver of the obligation of any party in interest to file a proof of claim; (e) a promise or requirement to pay any particular claim; (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (g) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (h) an admission that any lien satisfied pursuant to the Motion is valid (and all rights to contest the extent, validity, or perfection or seek avoidance of all such liens are expressly reserved); or (i) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code. Any payment made pursuant to this Interim Order is not intended to be and should not be construed as an admission to the validity of any claim or waiver of the Debtors' or any other party in interest's rights to dispute such claim subsequently.

23. Nothing in this Interim Order directs the Debtors to accelerate any payments not otherwise due.

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

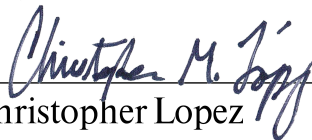
25. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Interim Order shall be effective and enforceable immediately upon entry hereof.

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

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

28. A final hearing on the Motion (the "Final Hearing") shall be held on January 8, 2026, at 1:00 PM, prevailing Central Time. Any objections or responses to entry of the Final Order granting the relief requested in the Motion shall be filed on or before 4:00 p.m., prevailing Central Time, on December 31, 2025. If no objections are timely filed and served, the Court may enter the Final Order without conducting the Final Hearing.

Signed: December 18, 2025



Christopher Lopez
United States Bankruptcy Judge