

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.	§	(Jointly Administrated)

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

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

¹ The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's taxpayer identification number are: Ample Inc. (4015) and Ample Texas EV, LLC (6832). A copy of this Motion is available on (a) the Court's website, at www.tx.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.



259081725121800000000008

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and upon the record herein; and after due deliberation thereon; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted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

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

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

3. The following Adequate Assurance Procedures are hereby approved:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Nothing in the Motion or this Order, or any payment made pursuant to this Order, is intended to be or shall be deemed as: (a) an implication or admission as to the amount of, basis

for, or validity of any claim against the Debtors; (b) a waiver or limitation of the Debtors' or any other party in interest's right to dispute the amount of, basis for, or validity of any claim; (c) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable non-bankruptcy law; (d) a waiver of the obligation of any party in interest to file a proof of claim; (e) a promise or requirement to pay any particular claim; (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (g) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (h) an admission that any lien satisfied pursuant to the Motion is valid (and all rights to contest the extent, validity, or perfection or seek avoidance of all such liens are expressly reserved); or (i) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code. Any payment made pursuant to this Order is not intended to be and should not be construed as an admission to the validity of any claim or waiver of the Debtors' or any other party in interest's rights to dispute such claim subsequently.

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

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


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

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

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

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

Signed: December 18, 2025



Christopher Lopez
United States Bankruptcy Judge

EXHIBIT A

UTILITIES SERVICES LIST

Provider Name	Provider Address	Services(s) Provided	Account Number(s)	Average Monthly Expenditure	Adequate Assurance Payment
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.