

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 Administered)
	§	

**EMERGENCY MOTION FOR (A) ENTRY OF AN ORDER
(I) APPROVING BIDDING PROCEDURES; (II) AUTHORIZING TRANSFER(S)
OUTSIDE THE ORDINARY COURSE OF BUSINESS; (III) SCHEDULING BID
DEADLINE, AUCTION DATE, AND SALE HEARING DATE; (IV) APPROVING
FORM OF NOTICE THEREOF; AND (B) AFTER THE SALE HEARING, ENTRY OF
AN ORDER (I) AUTHORIZING AND APPROVING THE DEBTORS TO SELL THE
ASSETS; AND (II) GRANTING RELATED RELIEF**

Emergency relief has been requested. Relief is requested not later than 1:00 p.m. (central time) on January 8, 2026.

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

Ample, Inc., *et al.*, the above-captioned debtors and debtors in possession (collectively, the “Debtors”), hereby file this *Emergency Motion for (A) Entry of an Order (I) Approving Bidding Procedures; (II) Authorizing Transfer(s) Outside the Ordinary Course of Business; (III) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; (IV) Approving Form of Notice Thereof; and (B) After the Sale Hearing, Entry of an Order (I) Authorizing and Approving the*

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



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Debtors to Sell the Assets; and (II) Granting Related Relief. In support of this motion (this “Motion”), the Debtors respectfully state as follows:

PRELIMINARY STATEMENT

1. By this Motion, the Debtors seek entry of two orders, a Bidding Procedures Order and a Sale Order (each defined below).

2. At the initial hearing (the “Bidding Procedures Hearing”), the Debtors seek entry of an order (the “Bidding Procedures Order”), attached hereto as **Exhibit A**:

(i) approving bidding procedures; (ii) scheduling a bid deadline, auction date, and sale hearing date; (iii) approving form and manner of notice thereof; and (vi) granting related relief.

3. At the final hearing (the “Sale Hearing”), the Debtors seek entry of an order, the proposed form of which will be filed at a later date, approving the sale (the “Sale Order”):

(i) authorizing the Debtors to sell substantially all assets of the Debtors (the “Assets” or “Purchased Assets”), to the Stalking Horse Purchaser, if any, or the Successful Bidder² free and clear of liens, claims and encumbrances; and (ii) granting related relief.

JURISDICTION AND VENUE

4. The Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O). Venue is proper in this Court under 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 105(a), 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended and modified, the “Bankruptcy Code”), Rules 2002, 6004, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rules 4002-1 and 9013-1(i) of the Bankruptcy Local Rules for the

² Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Bidding Procedures Order.

Southern District of Texas (the “Bankruptcy Local Rules”), and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the “Complex Case Procedures”).

BACKGROUND

A. General Background

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

7. Founded in 2014, Ample’s mission is to address fleet electrification challenges by developing modular battery-swapping solutions that make EV energy replenishment fast, convenient, and scalable. The Company has developed proprietary autonomous swapping stations, modular battery systems, and integrated vehicle hardware and software that allow depleted EV batteries to be exchanged for fully charged ones in minutes, without requiring significant vehicle re-engineering and with materially less downtime than conventional charging. Ample’s modular stations can be deployed quickly, require a compact footprint, and are designed to support a wide range of OEM vehicle platforms, making them well suited for urban and suburban environments.

8. Additional factual background regarding the Debtors, including their business, their capital structure, and the events leading to the commencement of the Chapter 11 Cases is set forth in the *Declaration of John D. Baumgartner, Chief Restructuring Officer of the Debtors, in Support of the Chapter 11 Petitions and First-Day Relief* [ECF No. 3] (the “First Day Declaration”).

B. The Assets

9. 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 (the “Assets” or the “Purchased Assets”). The Assets represent the core technological value of the enterprise and are central to the Debtors’ sale efforts. The Debtors 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.

C. The Proposed Sale Process for the Assets

10. To maximize value to the Debtors’ estates, the Debtors intend to market and sell the Assets in accordance with the bidding procedures and auction process as more fully set forth in the proposed order (the “Bidding Procedures Order”) and accompanying bidding procedures (hereafter, “Bidding Procedures”), attached hereto and incorporated herein by reference. The Debtors request that they be authorized, but not directed, to select a bidder to act as a stalking horse (a “Stalking Horse Purchaser”), and to enter into an asset purchase agreement with such Stalking Horse Purchaser (a “Stalking Horse Agreement”) for the sale of the Assets.

11. The Debtors may designate a Stalking Horse Purchaser for the Assets by February 6, 2026 (the “Stalking Horse Designation Deadline”). If a Stalking Horse Purchaser is selected by the Debtors, the Debtors will file and serve a notice (the “Stalking Horse Selection Notice”) as soon as reasonably practicable after the Stalking Horse Designation Deadline that:

- (i) contains information regarding (a) the Stalking Horse Purchaser, (b) its bid for the applicable Purchased Assets (a “Stalking Horse Bid”), and (c) any bid protections that may be payable to the Stalking Horse Purchaser (“Stalking Horse Protections”) pursuant to the Bidding Procedures; and
- (ii) attaches the proposed Stalking Horse Agreement.

12. Thereafter, all parties in interest will have ten (10) days from service of the Stalking Horse Selection Notice (the “Stalking Horse Objection Deadline”) to file objections (each, a “Stalking Horse Objection”) to the designation of the Stalking Horse Purchaser or any of the terms of the Stalking Horse Agreement, including to any of the proposed Stalking Horse Protections.

13. With respect to any Stalking Horse Selection Notice, if a timely Stalking Horse Objection is filed and served in accordance with the Bidding Procedures Order, the proposed designation of the Stalking Horse Purchaser and the Stalking Horse Protections under such Stalking Horse Agreement will not be deemed approved until either the Stalking Horse Objection is resolved by agreement of the objecting party and the Debtors (in consultation with the DIP Lender) or by order of the Court. If no timely Stalking Horse Objection is filed and served with respect to a Stalking Horse Selection Notice, the Stalking Horse Purchaser shall be deemed approved and the Stalking Horse Protections contemplated by such Stalking Horse Bid (as disclosed in the Stalking Horse Selection Notice) shall be deemed approved without further order of the Court upon the expiration of the Stalking Horse Objection Deadline.

14. To ensure that the Debtors’ estates realize the maximum value for the Assets, the Debtors have engaged the Gordian Group, LLC (“Gordian”) as an investment banker to market the Assets in accordance with the Bidding Procedures and obtain the highest and best offer for a prompt sale. Thus, any Stalking Horse Bid contained in a Stalking Horse Agreement will be subject to higher or better bids in accordance with the Bidding Procedures.

RELIEF REQUESTED

15. By this Sale Motion, and after notice and a Bidding Procedures Hearing, the Debtors seek entry of a Bidding Procedures Order: (i) approving the Bidding Procedures, substantially in the form attached to the Bidding Procedures Order, in connection with the sale of the Debtors’ Assets; (ii) approving the Stalking Horse Protection(s) payable to a Stalking Horse

Purchaser, if any; (iv) scheduling bid deadline, auction date, and Sale Hearing date as set forth below; and (v) approving the form of notice thereof. The Bidding Procedures contemplate the following schedule, subject to Court approval and modification as necessary, in connection with conducting a sale of the Debtors' Assets, as applicable:

<u>Deadline or Event</u>	<u>Date</u>
Stalking Horse Designation Deadline	February 6, 2026 is the date by which the Debtors shall have selected a Stalking Horse Purchaser for the Assets, and file a Stalking Horse Selection Notice; <i>provided, however</i> , the Debtors may extend the Stalking Horse Designation Deadline in consultation with the DIP Lender.
Stalking Horse Objection Deadline	The last date by which parties in interest must file and serve a Stalking Horse Objection in the event the Debtors file a Stalking Horse Selection Notice shall be ten (10) days after service of the applicable Stalking Horse Selection Notice.
Sale Objection Deadline	February 13, 2026 at 5:00 p.m. (prevailing Central Time) as the last date by which any party in interest must file and serve objections relating to the relief requested in this Sale Motion, except with respect to the conduct at the Auction.
Bid Deadline	February 23, 2026 at 5:00 p.m. (prevailing Central Time) as the last date by which any Potential Bidder may deliver its bid for the Assets.
Auction Date	February 25, 2026 at 10:00 a.m. (prevailing Central Time) is the date and time that an auction (the " <u>Auction</u> ") for the Assets, if one is needed, will be held by the Debtors.
Supplemental Sale Objection Deadline	February 27, 2026 at 5:00 p.m. (prevailing Central Time) as the last day by which any party in interest must file and serve objections relating to the conduct at the Auction.
Sale Hearing Date	Subject to Court availability and approval of the Sale Hearing date in the Bidding Procedures Order, the Debtors will seek entry of a Sale Order from the Court at the Sale Hearing to begin on March 2, 2026, to approve and authorize the sale to the Stalking Horse Purchaser or other Successful Bidder on the terms and conditions memorialized in the applicable Asset Purchase Agreement.

16. In addition, the Debtors seek, at the conclusion of the Sale Hearing, entry of a Sale Order: (a) authorizing the sale of the Assets to the Stalking Horse Purchaser or other Successful Bidder, with such sale being free and clear of all liens, claims, and encumbrances, and with such Stalking Horse Purchaser or Successful Bidder being deemed a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code; (b) authorizing the Debtors to engage in non-ordinary course transactions to effectuate the sale; and, (c) granting certain related relief. The proposed form of Sale Order will be filed in advance of the Sale Hearing.

A. Proposed Bidding Procedures

17. Pursuant to this Sale Motion, the Debtors seek to sell the Assets. Pursuant to Bankruptcy Rule 6004(f), sales of property outside the ordinary course of business may be by private sale or auction. The Debtors believe that good cause exists to sell the Assets to a Stalking Horse Purchaser (if any), or to another Successful Bidder after conducting an Auction. An Auction conducted substantially in accordance with the proposed Bidding Procedures will enable the Debtors to obtain the highest and best offer(s) for the Assets and thereby maximize the value for the benefit of the Debtors' estates and creditors.

18. The Debtors submit that the Bidding Procedures attached to the proposed Bidding Procedures Order will afford interested parties a reasonable opportunity to evaluate whether to submit a bid for the Assets. The Bidding Procedures ensure that the Debtors will successfully pursue their marketing and sale process designed to maximize value for the estates. Accordingly, the Debtors request that the Court enter the proposed Bidding Procedures Order submitted herewith and approve the Bidding Procedures.

B. Approval of Sale Notice Procedures

19. Under Bankruptcy Rule 2002(a) and (c), the Debtors are required to notify their creditors of the proposed sale of the Assets, including a disclosure of the time and place of the

Auction, the terms and conditions of the sale, and the deadline for filing any objections thereto.

The proposed sale notice (the “Sale Notice”) attached hereto as **Exhibit B** contains the type of information required under Bankruptcy Rule 2002(c), and also includes information on the Bidding Procedures. The Debtors’ proposed Sale Notice procedures are as follows:

- (i) The Debtors shall serve the Sale Notice within five (5) business days after the entry of the Bidding Procedures Order, upon all parties on the Debtors’ Master Service List, and, for the avoidance of doubt: (a) counsel to the DIP Lender; (b) the United States Trustee for the Southern District of Texas; (c) all other parties known to the Debtors who have or may have asserted liens, claims, encumbrances, or interests in or against the Assets; (d) the Debtors’ thirty (30) largest unsecured creditors (on a consolidated basis); (e) all of the Debtors’ creditors as required by Bankruptcy Rule 2002(a)(2); (f) federal, state, and local taxing authorities; (g) all parties that have requested notice pursuant to Bankruptcy Rule 2002; and (h) all parties known to have expressed an interest in a transaction with respect to all or a part of the Assets.
- (ii) Any objections to the relief requested in this Sale Motion as relates to the sale of the Assets and the entry of the Sale Order (a “Sale Objection”) must: (a) set forth in writing and describe with specificity the factual and legal basis for the Sale Objection; (b) comply with the Bankruptcy Rules and Bankruptcy Local Rules; and (c) be filed with the Clerk of the Court no later than February 13, 2026 at 5:00 p.m. (prevailing Central Time) or such other date as determined by the Court and set forth in the Bidding Procedures Order (the “Sale Objection Deadline”).
- (iii) The failure of any person or entity to file a Sale Objection by the Sale Objection Deadline shall be deemed consent to the sale of the Assets, except with respect to the conduct at the Auction. Further, the failure to file a Sale Objection by the Sale Objection Deadline shall be a bar to the assertion of an objection, at the Sale Hearing or thereafter, to (a) the sale of the Assets free and clear of any liens, claims, and encumbrances; and (b) the entry of the Sale Order.
- (iv) If a Sale Objection is timely filed by the Sale Objection Deadline and the relevant parties are unable to resolve the Sale Objection prior to the commencement of the Sale Hearing, such Sale Objection will be adjudicated at the Sale Hearing or at such other date and time as may be fixed by the Court.

20. The Debtors submit that the Sale Notice to be provided and the method of service proposed herein constitute good, proper and adequate notice of the sale of the Assets and the proceedings to be had with respect thereto. This information will enable interested parties to participate in the Auction and Sale Hearing if they choose. Accordingly, the Debtors request that

the Court approve the form and content of, and procedures related to, the Debtors' proposed Sale Notice.

BASIS FOR RELIEF REQUESTED

A. The Bidding Procedures are Fair and are Designed to Maximize the Value Received for the Purchased Assets Given the Financial Exigencies Facing the Debtors

21. The Bidding Procedures proposed herein are designed to maximize the value received for the Assets by facilitating a competitive bidding process in which all Potential Bidders are encouraged to participate and expend the time, energy and resources necessary to submit competing bids, taking into account the financial exigencies facing the Debtors. The Debtors' believe that the Bidding Procedures, as set forth herein, provide Potential Bidders with sufficient notice and opportunity to complete due diligence and acquire the information necessary to submit a timely and informed bid. The Debtors believe that the period between the filing of this Sale Motion and the Bid Deadline provides a fair and reasonable means for maximizing the return from a sale of the Assets.

22. At the same time, the Bidding Procedures provide the Debtors with the opportunity to consider all competing offers and to select the highest or best offer for the completion of a sale of the Assets. The Bidding Procedures and Auction process will ensure that the consideration ultimately paid for the Purchased Assets will be fair, reasonable, and in the best interest of the Debtors' estates and creditors, and there are sound business reasons to approve the Bidding Procedures.

B. Stalking Horse Protections for Stalking Horse Purchaser are Appropriate

23. If a Stalking Horse Purchaser is ultimately selected for the Assets, the Debtors respectfully submit that any Stalking Horse Protections set forth in a Stalking Horse Agreement

will be fair and reasonable under the exigent circumstances of the Chapter 11 Cases and designed to maximize value in a competitive bidding process.

24. If and to the extent a Stalking Horse Purchaser is selected, all parties in interest (including the DIP Lender) will be sufficiently apprised of any Stalking Horse Protections set forth in the applicable Stalking Horse Agreement, if and when a Stalking Horse Selection Notice is filed by the Debtors. By establishing a Stalking Horse Objection Deadline and permitting all parties in interest to file Stalking Horse Objections, if needed, the rights of all parties to object to approval of Stalking Horse Protections are preserved. Accordingly, as set forth herein, the Debtors submit that the Stalking Horse Protections contemplated in the Bidding Procedures should be approved by the Court.

25. Historically, bankruptcy courts have approved bidding incentives, including breakup fees awarded to an initial bidder, or “stalking horse,” in the event of a successful overbid based on the business judgment of the debtor. *See, e.g. In re 995 Fifth Ave. Assocs., L.P.*, 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1992) (bidding incentives may “be legitimately necessary to convince a white knight to enter the bidding by providing some form of compensation for the risks it is undertaking”); *In re Integrated Resources, Inc.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (noting that “the business judgment of the Debtor is the standard applied under the law in this district” and applying the standard to a breakup fee); *Asarco, Inc. v. Elliot Mgmt. (In re Asarco, LLC)*, 650 F.3d 593, 597-98, 601-03 n. 9 (5th Cir. 2011).

26. The Third Circuit Court of Appeals has also addressed the appropriate standard for determining whether proposed bidding incentives in the bankruptcy context are appropriate. In *Calpine Corp. v. O’Brien Envtl. Energy, Inc.*, the Third Circuit held that even though bidding incentives are measured against a business judgment standard in non-bankruptcy transactions, the

administrative expense provisions of section 503(b) of the Bankruptcy Code govern bidding incentives in the bankruptcy context. *Calpine Corp. v. O'Brien Env'tl. Energy, Inc. (In re O'Brien Env'tl. Energy, Inc.)*, 181 F.3d 527, 534–35 (3d Cir. 1999). Finding no “compelling justification” for treating an application for breakup fees and expenses under section 503(b) any differently from other application for administrative expenses, the Court concluded that “the determination whether break-up fees or expenses are allowable under § 503(b) must be made in reference to general administrative expense jurisprudence. In other words, the allowance and payment of breakup fees, like that of other administrative expenses, depends upon the requesting party’s ability to show that the fees were actually necessary to preserve the value of the estate.” *Id.* at 535.

27. In *O'Brien*, the Third Circuit identified at least two circumstances in which bidding incentives may provide actual benefit to the estate, thereby justifying administrative expense status. First, there exists an actual benefit to the estate where “assurance of a break-up fee promoted more competitive bidding, such as by inducing a bid that otherwise would not have been made and without which bidding would have been limited.” *Id.* at 537. Second, where the availability of bidding incentives induces a prospective buyer to research the value of the debtor and submit a bid that serves as a minimum bid on which other bidders can rely, the initial “bidder may have provided a benefit to the estate by increasing the likelihood that the price at which the debtor is sold will reflect its true worth.” *Id.*

28. Both of those circumstances exist here because the inducement of Stalking Horse Protections consisting of a Breakup Fee and Expense Reimbursement (each as defined in the Bidding Procedures) will be critical in persuading any Stalking Horse Purchaser to: (i) expend the time and resources associated with conducting due diligence regarding the Debtors’ businesses and the Assets, (ii) make an initial offer (which will serve as a “floor” for other competing bidders in

connection with the Bidding Procedures), and (iii) negotiate and enter into a Stalking Horse Agreement.

29. Under the “administrative expense” standard, as well as the “sound business judgment” standard followed in other jurisdictions and the Fifth Circuit, the Bidding Procedures proposed by the Debtors, including the Stalking Horse Protections, should be approved as fair and reasonable. Here, the proposed Stalking Horse Protections, which remain subject to negotiation by the Debtors in any applicable Stalking Horse Agreement and consultation with the DIP Lender, will consist of a reasonable Breakup Fee plus Expense Reimbursement for actual, reasonable out-of-pocket expenses.

30. The Debtors respectfully submit that the limitations on Stalking Horse Protections provided under any Stalking Horse Agreement are, and will be demonstrated to be, reasonable under the exigent circumstances of these Chapter 11 Cases and comport with the general range of bidding protections approved by bankruptcy courts in Texas. *See, e.g., In re Alta Mesa Resources, Inc., et al.*, No. 19-35133 (MI) (Bankr. S.D. Tex. Jan. 14, 2020) (3% breakup fee and expense reimbursement); *In re Ignite Restaurant Group, Inc., et al.* No. 17-33550 (DRJ) (Bankr. S.D. Tex. June 22, 2017) (3% breakup fee); *In re Stone Energy Corp.*, No. 16-36390 (MI) (Bankr. S.D. Tex. Jan. 18, 2017) (3% breakup fee); *In re UGHS Senior Living, Inc.*, No. 15-80399 (DRJ) (Bankr. S.D. Tex. Nov. 24, 2015) (3% breakup fee and 1% expense reimbursement). Specifically, the Debtors submit that the Stalking Horse Protections: (i) are reasonable in light of the Debtors’ potential value of the Purchased Assets and the size of a transaction that would be contemplated by a Stalking Horse Agreement; and (ii) are reasonably related to the fees and expenses incurred by a Stalking Horse Purchaser in relation to its efforts to enter into a Stalking Horse Agreement with the Debtors.

31. The Debtors further believe the proposed Stalking Horse Protections would confer actual benefits upon their bankruptcy estates in the event a Stalking Horse Purchaser is ultimately selected because they are reasonably calculated to incentivize a potential Stalking Horse Purchaser to set the bidding “floor” and induce competitive bidding that may produce higher and better offers for the Purchased Assets. Accordingly, the Debtors respectfully request that the Court approve the Stalking Horse Protections in the Bidding Procedures Order.

C. **A Stalking Horse Purchaser or Successful Bidder Should be Entitled to the Protections of Bankruptcy Code Section 363(m)**

32. Section 363(m) of the Bankruptcy Code provides that “the reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith” 11 U.S.C. § 363(m). Under this section, a good faith purchaser is one who purchases assets for value, in good faith, and without notice of adverse claims. *See Miami Ctr. Ltd. P’ship v. Bank of New York*, 838 F.2d 1547, 1554 (11th Cir. 1988); *In re Mark Bell Furniture Warehouse, Inc.*, 992 F.2d 7, 9 (1st Cir. 1993); *In re Willemain v. Kivitz*, 764 F.2d 1019, 1023 (4th Cir. 1985); *In re Congoleum Corp.*, Case No. 03-51524, 2007 WL 1428477 (Bankr. D.N.J. May 11, 2007).

33. As discussed above, the sale process and the Bidding Procedures contemplated as a part thereof (if and in whatever form approved by the Court at the Bidding Procedures Hearing), have been designed to create a fair, open and level playing field. In furtherance of this effort, any transaction reflected in a Stalking Horse Agreement with a Stalking Horse Purchaser will be negotiated by the parties at arm’s length and in good faith, and any Stalking Horse Purchaser and its affiliates will not have any relationship to the Debtors that has not been fully disclosed to the Court.

34. Moreover, to the extent a Stalking Horse Purchaser is selected but another Successful Bidder prevails at the Auction, if any, the Debtors will demonstrate at the Sale Hearing that the final Asset Purchase Agreement with the Successful Bidder was negotiated at arm's-length, with each of the parties represented by its own advisors and counsel. Accordingly, the Debtors request that the Stalking Horse Purchaser or other Successful Bidder submitting the Successful Bid be determined to have acted in good faith and be entitled to the protections of a good faith purchaser under section 363(m) of the Bankruptcy Code. *See, e.g., In re United Press Int'l, Inc.*, No. 91 B 13955 (FGC), 1992 U.S. Bankr. LEXIS 842, at *3 (Bankr. S.D.N.Y. May 18, 1992). The Debtors maintain that providing the Stalking Horse Purchaser or other Successful Bidder with such protection will ensure that the maximum price will be received by the Debtors for the Purchased Assets.

D. The Sale of the Purchased Assets Is Authorized Under Bankruptcy Code Section 363(b)

35. At the conclusion of the Sale Hearing, the Debtors request that the Court enter the Sale Order(s) approving the sale of the Purchased Assets to the Stalking Horse Purchaser or Successful Bidder, as applicable.³ The Debtors submit that the sale of the Purchased Assets is in the best interest of the Debtors' estates and their creditors.

36. Bankruptcy Code section 363(b)(1) provides that a debtor, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). To approve the use, sale or lease of property outside the ordinary course of business, this Court need only determine that the Debtors' decision is supported by "some articulated business justification," as established by the Second Circuit in *Committee of Equity*

³ This portion of the relief is requested to be entered after the Sale Hearing in the form of the Sale Order. The Sale Order will be filed at a later date. The Debtors reserve their rights to file supplemental pleadings in support of its request for entry of the Sale Order

Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1070 (2nd Cir. 1983), which decision has been adopted in the Fifth Circuit. *Institutional Creditors of Continental Air Lines, Inc. v. Continental Air Lines, Inc., et al. (In re Continental Air Lines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986); *see also, Fulton State Bank v. Schipper*, 933 F.2d 513, 515 (7th Cir. 1991); *In re San Jacinto Glass Industries, Inc.*, 93 B.R. 934, 944 (Bankr. S.D. Tex. 1988); *In re Condere Corp.*, 228 B.R. 615, 628-69 (Bankr. S.D. Miss. 1998).

37. The business judgment rule shields a debtor's management from judicial second-guessing. *See In re Johns-Manville Corp.*, 60 B.R. 612, 615-16 (Bankr. S.D.N.Y. 1986) ("a presumption of reasonableness attaches to a debtor's management decisions"). Once a debtor articulates a valid business justification, "[t]he business judgment rule 'is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.'" *In re Integrated Resources, Inc.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)). Thus, if a debtor's actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of Bankruptcy Code.

38. When applying the business judgment standard, courts show great deference to a debtor's business decisions. *See GBL Holding Co., Inc. v. Blackburn/Travis/Cole, Ltd.*, 331 B.R. 251, 254 (N.D. Tex. 2005); *In re First Wellington Canyon Assocs.*, 1989 U.S. Dist. LEXIS 10687, at *8-9 (N.D. Ill. Sep. 8, 1989) ("Under this test, the debtor's business judgment . . . must be accorded deference unless shown that the bankrupt's decision was taken in bad faith or in gross abuse of the bankrupt's retained discretion."); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169 (D. Del. 1991); *In re Phoenix Steel Corp.*, 82 B.R. 334, 335-36 (Bankr. D. Del. 1987) (stating that

judicial approval of a § 363 sale requires a showing that the proposed sale is fair and equitable, a good business reason exists for completing the sale and that the transaction is in good faith).

39. The Debtors respectfully submit that their proposed sale of the Assets outside the ordinary course of business fits squarely within the parameters of the sound business judgment test. The Debtors have articulated a sound business purpose for any transaction emanating from the sale or Auction process, including as a baseline, and the transaction contemplated by a potential Stalking Horse Agreement, if applicable. As set forth above, the Debtors, in their business judgment, have determined that it is in the best interest of the estates to consummate a sale of the Assets. In order to monetize the asset for distribution to creditors, it is critical that the Debtors are permitted to consummate a sale of the Assets pursuant to this Sale Motion and any Sale Order entered by the Court.

40. The Debtors believe that any purchase price obtained pursuant to a Stalking Horse Agreement or other Asset Purchase Agreement during the marketing process will be fair and reasonable. Thus, if a Stalking Horse Purchaser is selected, the Debtors will be prepared to close a transaction with the Stalking Horse Purchaser even if no other qualified/legitimate bid is submitted by a competing bidder. However, the fairness and reasonableness of the consideration ultimately paid for the Assets by the applicable Stalking Horse Purchaser, or other Successful Bidder, will be conclusively demonstrated by the exposure of the opportunity to the marketplace in connection with the Bidding Procedures. Accordingly, the Debtors submit that any sale presented in connection with this Sale Motion is warranted and appropriate under section 363(b) of the Bankruptcy Code, and the Sale Order should be entered by the Court.

E. The Sale of the Assets Free and Clear of Liens, Claims, and Interests Is Authorized Under Bankruptcy Code Section 363(f)

41. The Debtors respectfully request that the sale(s) and transfer(s) of the Assets be approved free and clear of all liens, claims, encumbrances and other interests (other than those specifically assumed by a Stalking Horse Purchaser or other Successful Bidder), with all such interests attaching to the net sale proceeds of the Assets to the extent applicable. Such relief is consistent with the provisions of section 363(f) of the Bankruptcy Code in these types of cases.

42. Bankruptcy Code section 363(f) authorizes a debtor to sell assets free and clear of liens, claims, interests and encumbrances if:

- (1) applicable non-bankruptcy law permits sale of such property free and clear of such interests;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). This provision is supplemented by Bankruptcy Code section 105(a), which provides that “[t]he Court may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a).

43. Because Bankruptcy Code section 363(f) is drafted in the disjunctive, satisfaction of any one of its five requirements will suffice to permit the sale of the Purchased Assets free and clear of the interests. *In re Nature Leisure Times, LLC*, 2007 WL 4554276, *3 (Bankr. E.D. Tex. Dec. 19, 2007) (“The language of § 363(f) is in the disjunctive such that a sale free and clear of an interest can be approved if any one of the aforementioned conditions contained in § 363(f) are satisfied.”); *In re Wolverine Radio Co.*, 930 F.2d 1132, 1147 n.24 (6th Cir. 1991) (stating that

Bankruptcy Code section 363(f) is written in the disjunctive; holding that the court may approve the sale ‘free and clear’ provided at least one of the subsections of section 363(f) is met).

44. The Debtors believe that one or more of the tests under section 363(f) will be satisfied with respect to the transfer(s) of the Assets pursuant to a Sale Order. In particular, the Debtors believe that the DIP Lender and any other secured lenders will consent to the transaction(s) presented for approval at the Sale Hearing. The Debtors further believe section 363(f)(5) will be satisfied. Based on the above, the requirements of section 363(f) of the Bankruptcy Code can be satisfied, and the sale(s) of the Assets free and clear of all liens, claims, encumbrances and other interests is appropriate.

F. The Form, Manner and Extent of Notice of the Sale Motion and the Proposed Sale are Appropriate and Adequate Under the Circumstances

45. The Debtors will serve the Bidding Procedures and Sale Notice in accordance with the Bidding Procedures Order and will serve this Sale Motion as set forth below. The notice of the proposed sale to be provided by the Debtors as set forth herein and in the Bidding Procedures Order sufficiently describes the terms and conditions of the proposed sale.

46. Several sections of the Bankruptcy Code and Bankruptcy Rules dictate the sufficiency of notice and adequacy of service. As discussed below, the content and manner of service of this Sale Motion and the related notices satisfy all such requirements:

a. Bankruptcy Code Section 363 – Bankruptcy Code section 363 provides that a trustee may sell property “after notice and hearing.” Under Section 102(1) of the Bankruptcy Code, the phrase “after notice and hearing” means “notice as is appropriate in the particular circumstances, and such opportunity for a hearing as is appropriate in the particular circumstances.” 11 U.S.C. § 102(1)(A). As set forth above, creditors have been, and will be, provided notice of the salient details regarding this Sale Motion and the Sale Hearing. Accordingly, notice is sufficient under Bankruptcy Code section 363.

b. Bankruptcy Rule 2002 – Bankruptcy Rule 2002 requires twenty-one (21) days’ notice of the proposed sale of property other than in the ordinary course of business. In addition, Bankruptcy Rule 2002 provides that notice of a sale shall

“include the time and place of any public sale, the terms and conditions of any private sale and the time fixed for filing objections.” FED. R. BANKR. P. 2002. As set forth above, the notice of this Sale Motion that has been, and will be, provided by the Debtors satisfies each of these requirements.

c. Bankruptcy Rule 6004 – Bankruptcy Rule 6004 requires that notice of sales of property out of the ordinary course of business comply with Bankruptcy Rule 2002. As set forth above, the Debtors have complied with Bankruptcy Rule 2002. Bankruptcy Rule 6004(c) requires service of a motion for authority to sell property free and clear of liens and other interests on parties who have liens or other interests in the property to be sold. A copy of this Sale Motion will be served on parties claiming liens or interests in the Debtors’ Assets.

d. Procedural Due Process – The notice of this Sale Motion that is being provided as described herein is “reasonably calculated” to apprise interested parties of the pendency of the matter and to afford them an opportunity to object. See *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950). Parties in interest have been and should be found to have been afforded adequate notice of this Sale Motion, the sale, the Bidding Procedures and the other relief requested herein.

47. The Debtors submit that the notice they have provided and intend to provide as outlined above with respect to the proposed sale and the Bidding Procedures, as applicable, is reasonable and appropriate and constitutes good and adequate notice of the sale of the Assets and the procedures and proceedings related thereto and therefore should be approved by this Court.

G. The Stay of the Sale Order Should be Waived

48. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale or lease of property ... is stayed until the expiration of 14 days after the entry of the order, unless the court orders otherwise.” FED. R. BANKR. P. 6004(h). The Debtors request that any Sale Order be effective immediately by providing that the 14-day stay under Bankruptcy Rule 6004(h) is waived. To require the Debtors to delay the closing and the resulting reductions of the Debtors’ secured obligations and related adequate protection obligations will burden the estates and require unnecessary expenditures of the Debtors’ limited resources.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court (i) enter the Bidding Procedures Order, attached hereto as **Exhibit A**, after the Bidding Procedures Hearing (a) authorizing the Debtors to implement the Bidding Procedures and conduct a marketing and sale process under section 363 of the Bankruptcy Code, and (b) approving the Stalking Horse Protections payable to a Stalking Horse Purchaser, if any; (ii) enter the Sale Order(s), to be filed at a later date, after the Sale Hearing (a) authorizing the Debtors to sell the Assets to a Stalking Horse Purchaser or Successful Bidder free and clear of all liens, claims, encumbrances and other interests, and (b) authorizing the Debtors to take any further action necessary to consummate the sale; and (iii) grant such other and further relief as the Court may deem just and proper.

Date: December 23, 2025

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: /s/ Hugh M. Ray, III
Hugh M. Ray, III
TX Bar No. 24004246
Joshua Stenhjem
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
N.Y. 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 to the Debtors

EXHIBIT A

**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 Administered)
	§	

**ORDER APPROVING EMERGENCY MOTION FOR (A) ENTRY OF AN ORDER
(I) APPROVING BIDDING PROCEDURES; (II) AUTHORIZING TRANSFER(S)
OUTSIDE THE ORDINARY COURSE OF BUSINESS; (III) SCHEDULING BID
DEADLINE, AUCTION DATE, AND SALE HEARING DATE; (IV) APPROVING
FORM OF NOTICE THEREOF; AND (B) AFTER THE SALE HEARING, ENTRY OF
AN ORDER (I) AUTHORIZING AND APPROVING THE DEBTORS TO SELL THE
ASSETS; AND (II) GRANTING RELATED RELIEF**

Upon the emergency motion (the “Sale Motion”) of Ample, Inc., *et al.* (the “Debtors”) in the above-captioned chapter 11 cases (collectively, the “Chapter 11 Cases”), seeking entry of an order (this “Bidding Procedures Order”) pursuant to sections 105(a), 363 and 365 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 6004, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended from time to time, the “Bankruptcy Rules”), and the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Local Rules”), for the entry of orders (i)(a) approving procedures in connection with the sale of the Assets; (b) approving the Stalking Horse Protections; (c); scheduling an Auction and Sale Hearing and approving the form and manner of notice thereof; and (e) granting related relief; and (ii) after the Sale Hearing, entry of an order (the “Sale Order”) (a) authorizing the sale of the Purchased Assets to the Successful Bidder (which may be a Stalking Horse

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 notice 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>.

Purchaser), free and clear of Encumbrances, except as provided by the relevant Asset Purchase Agreement (or Stalking Horse Agreement); and (b) granting related relief; and the Court having jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and consideration of the Sale Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O); and venue being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Sale Motion being adequate and appropriate under the particular circumstances; and a hearing having been held to consider the relief requested in the Sale Motion (the “Bidding Procedures Hearing”); and upon consideration of the record of the Bidding Procedures Hearing and all proceedings had before the Court; and the Court having found and determined that the relief sought in the Sale Motion is in the best interests of the Debtors, their estates, creditors, and other parties in interest; and that the legal and factual bases set forth in the Sale Motion establish just cause for the relief granted herein; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing, therefore;

IT IS FOUND AND DETERMINED THAT:

A. At the Bidding Procedures Hearing and in the Sale Motion, the Debtors articulated good and sufficient reasons for, and the best interests of their estates will be served by, this Court granting the relief set forth in this Bidding Procedures Order relating to the bidding process, including approval of (1) the bidding procedures attached hereto as **Exhibit 1** (the “Bidding Procedures”), (2) the Stalking Horse Protections, if any, and (3) the form of the Sale Notice.

B. The Debtors have articulated good and sufficient reasons for, and the best interests of their estates will be served by, this Court scheduling a Sale Hearing to consider granting the

other relief requested in the Sale Motion, including approval of a sale and the transfer of the Purchased Asset to the Successful Bidder (or Stalking Horse Purchaser) free and clear of all Encumbrances and other interests pursuant to sections 363(f) and 365 of the Bankruptcy Code.

C. The Stalking Horse Protections (if any Stalking Horse Purchaser is designated), as limited by the approval granted in this Bidding Procedures Order, to be paid to a Stalking Horse Purchaser are: (1) actual and necessary costs and expenses of preserving the Debtors' estates within the meaning of sections 503(b) and 507(a)(2) of the Bankruptcy Code; (2) commensurate to the real and substantial benefits conferred upon the Debtors' estates by any Stalking Horse Purchaser; (3) fair, reasonable and appropriate in light of the size and nature of the proposed Sale, the commitments and accommodations of the Stalking Horse Purchaser that have been made for the benefit of the Debtors' estates, the condition of the Purchased Assets, and the efforts that have been and will be expended by the Stalking Horse Purchaser; and (4) necessary to induce the Stalking Horse Purchaser to pursue the Sale and to continue to be bound by the Stalking Horse Agreement. Accordingly, the Stalking Horse Protections are reasonable and appropriate and represent the best method for maximizing value for the benefit of the Debtors' estates.

D. The Bidding Procedures substantially in the form attached hereto as **Exhibit 1** are fair, reasonable, and appropriate and are designed to maximize the recovery from the Sale of the Assets.

E. The Debtors' proposed Sale Notice is appropriate. Service of the Sale Notice as provided for in the Sale Motion and this Bidding Procedures Order is reasonably calculated to provide all interested parties with timely and proper notice of the Bidding Procedures, the Auction (if necessary) and the Sale Hearing, and no other or further notice is required.

F. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

G. To the extent any of the preceding findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the preceding conclusions of law constitute findings of fact, they are adopted as such.

IT IS HEREBY ORDERED THAT:

1. All objections to the relief requested in the Sale Motion relating to the Bidding Procedures (and all reservations of rights included in any such objections) that have not been withdrawn, waived or settled are overruled except as reflected in the provisions of this Bidding Procedures Order.

Stalking Horse Provisions

2. The Debtors are authorized, but not directed, to select one or more bidders to act as Stalking Horse Purchaser and are authorized, but not directed, to enter into Stalking Horse Agreement(s) with such Stalking Horse Purchaser(s).

3. No later than February 6, 2026 (the "Stalking Horse Designation Deadline"), if the Debtors select a Stalking Horse Purchaser, the Debtors shall file with the Court and serve on the Service Parties (defined herein) a notice that contains information regarding the Stalking Horse Purchaser and the Stalking Horse Bid, including any Stalking Horse Protections, and attaches the proposed Stalking Horse Agreement (the "Stalking Horse Selection Notice"); *provided, however*, that the Debtors, in consultation with Twelve Bridge Capital, LLC (the "DIP Lender"), may extend the Stalking Horse Designation Deadline.

4. Parties in interest may file objections ("Stalking Horse Objections") to the designation of the Stalking Horse Purchaser or any of the terms of the Stalking Horse Agreement,

including to any of the proposed Stalking Horse Protections, within ten (10) days after service of the Stalking Horse Selection Notice (the “Stalking Horse Objection Deadline”). If a timely Stalking Horse Objection is filed and served in accordance with the Bidding Procedures and this Bidding Procedures Order, the proposed designation of the Stalking Horse Purchaser and the Stalking Horse Protections under such Stalking Horse Agreement will not be deemed approved until either the Stalking Horse Objection is resolved by agreement of the objecting party and the Debtors (in consultation with the DIP Lender) or by order of the Court. If no timely Stalking Horse Objection is filed and served with respect to a Stalking Horse Bid in accordance with the Bidding Procedures and this Bidding Procedures Order, the Stalking Horse Protections contemplated by such Stalking Horse Bid shall be deemed approved without further order of the Court upon the expiration of the Stalking Horse Objection Deadline.

5. The Stalking Horse Protections are APPROVED and shall be paid in accordance with the terms set forth in any Stalking Horse Agreement. The Debtors’ obligation to pay the Stalking Horse Protections shall constitute, pursuant to sections 503 and 507 of the Bankruptcy Code, an administrative expense claim against each of the Debtors’ bankruptcy estates. The Stalking Horse Protections payable pursuant to the terms of the Stalking Horse Agreement shall be payable without any further order of this Court.

6. The Debtors’ right to seek this Court’s approval of one or more Stalking Horse Purchasers, with notice and a hearing, is hereby preserved.

Bidding Procedures

7. The Bidding Procedures attached hereto as **Exhibit I** are APPROVED and fully incorporated into this Bidding Procedures Order by reference. The failure to specifically include or reference any particular provision of the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such procedures, it being the intent of this Court

that the Bidding Procedures be authorized and approved in their entirety. The Bidding Procedures shall govern all Bids and bidding procedures relating to the Sale of the Purchased Assets. Any party desiring to submit a Bid shall do so strictly in accordance with the terms of the Bidding Procedures and this Bidding Procedures Order. The Debtors are authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures.

8. Any deposits made by a Stalking Horse Purchaser or other bidder shall be held in escrow by the Debtors or their agent, and shall not become property of the Debtors' bankruptcy estates, unless and until released from escrow to the Debtors pursuant to the terms of the applicable escrow agreement.

9. The Bid Deadline shall be **February 23, 2026 at 5:00 p.m. (prevailing Central Time)**.

10. The Debtors, in consultation with the DIP Lender, shall have the right to determine whether a bid is a Qualified Bid and shall notify all Potential Bidders whether they have been designated as a Qualified Bidder, as promptly as practicable after a Potential Bidder delivers the materials required by the Bidding Procedures; *provided, however*, that a Stalking Horse Purchaser shall be deemed a Qualified Bidder for all purposes, and a Stalking Horse Bid shall be deemed a Qualified Bid for all purposes in connection with the bidding process, the Auction, and the Sale.

11. The Auction, if an auction is necessary, shall be held at **10:00 a.m. (prevailing Central Time) on February 25, 2026**, telephonically pursuant to instructions to be provided at a later date by the Debtors to parties entitled to attend the Auction, or the Auction will be held at such other time or manner as shall be timely communicated to any Stalking Horse Purchaser, Qualified Bidder, and the DIP Lender. If no Qualified Bid other than the Stalking Horse Bid is received before the Bid Deadline, no Auction shall be conducted, the Stalking Horse Purchaser

shall be deemed the Successful Bidder and the Debtors will proceed to request at the Sale Hearing that the Court approve the Sale in accordance with the Stalking Horse Agreement.

12. As soon as reasonably practicable after the conclusion of the Auction, but no later than the first business day following the conclusion of the Auction, the Debtors shall file notice of the identity of the Successful Bidder, the Back-Up Bidder, if any, and the respective amounts of such bids, and shall serve such notice by first class United States Mail or email (where available) to: (i) the Debtors' Master Service List; (ii) the United States Trustee for the Southern District of Texas; (iii) the DIP Lender; and (iv) any party requesting notice pursuant to Bankruptcy Rule 2002.

13. Objections, if any, to the manner in which the Auction was conducted and selection of the Successful Bidder must (a) be filed with the Clerk of the Court no later than **February 27, 2026 at 5:00 p.m. (prevailing Central Time)** (the "Supplemental Sale Objection Deadline"); (b) set forth in writing and describe with specificity the factual and legal basis for the Supplemental Sale Objection; and (c) comply with the Bankruptcy Rules and Bankruptcy Local Rules (any such objection, a "Supplemental Sale Objection"). Failure to file timely or appropriately a Supplemental Sale Objection by the Supplemental Sale Objection Deadline shall be deemed to be consent to the Successful Bidder and the manner in which the Auction was conducted, the Successful Bidder, the Backup Bidder, or the Sale to the Successful Bidder or the Backup Bidder.

14. If an Auction is conducted, each Qualified Bidder attending shall be required to confirm that it has not engaged in any collusion, within the meaning of section 363(n) of the Bankruptcy Code, with respect to the bidding or the Sale. The Auction shall be recorded or transcribed; *provided, however*, that, in consultation with the DIP Lender, the Debtors may change

the format of the Auction to a closed bid auction in lieu of a public Auction with incremental bidding.

15. Subject to the terms of the Bidding Procedures, in the event of a competing Qualified Bid, the Stalking Horse Purchaser (if any) will be entitled, but not obligated, to submit overbids and will be entitled in any such overbids to credit bid all its claims for Stalking Horse Protections pursuant to section 363(k) of the Bankruptcy Code.

16. Subject to the terms of the Bidding Procedures, the Debtors shall determine which Qualified Bid is the highest or otherwise best offer for the Purchased Assets, giving effect to the Stalking Horse Protections payable to the Stalking Horse Purchaser (if any), as well as any additional liabilities to be assumed by the relevant Qualified Bidder or Stalking Horse Purchaser and any additional costs which may be imposed on the Debtors, in consultation with the Debtors' advisors and with the DIP Lender; *provided, however*, if each Qualified Bid exceeds the DIP obligations owed to the DIP Lender, then the Debtors may consult with the DIP Lender in the Debtors' sole discretion. For purposes of valuing Qualified Bids and determining the Successful Bid(s), the full face amount of a credit bid shall be deemed to have the same value as the equivalent amount of cash. The Debtors shall notify the respective Stalking Horse Purchaser and the DIP Lender promptly upon the selection of the Successful Bid.

17. The Debtors explicitly reserve the right, in their business judgment and after consultation with the DIP Lender, to exercise their discretion in conducting the Auction (in a manner that is not inconsistent with the Bidding Procedures, the Bankruptcy Code, or any Order of the Bankruptcy Court entered in connection herewith), including (x) modifying bidding increments as necessary to achieve the highest and best Bids for the Purchased Assets, (y) determining whether to adjourn the Auction to facilitate separate discussions between any

Qualified Bidders, the Debtors, and/or the DIP Lender, as applicable, or (z) changing the format of the Auction to a closed bid auction in lieu of a public Auction with incremental bidding.

18. The Sale Hearing shall be held before the Honorable United States Bankruptcy Judge Christopher Lopez, at the United States Bankruptcy Court for the Southern District of Texas on **[March 2, 2026 at •:00 a.m. (prevailing Central Time)]**. The Sale Hearing may be adjourned by the Debtors, in consultation with the DIP Lender, without further notice to creditors or parties in interest other than by announcement in open Court on the date scheduled for the Sale Hearing or by filing a notice on the docket of the Debtors' Chapter 11 Cases.

19. The Successful Bidder shall appear at the Sale Hearing and be prepared to testify, if necessary, in support of the Successful Bid and the Successful Bidder's ability to close in a timely manner.

Sale Notice Procedures

20. The Sale Notice, substantially in the form attached to the Sale Motion, is hereby approved. The Sale Notice is reasonably calculated to provide sufficient notice to all parties in interest of the Debtors' intent to consummate one or more sale(s) with the Successful Bidder(s) and constitutes adequate notice of the sale. Additionally, the following Sale Notice procedures are hereby approved:

- i. The Debtors shall serve the Sale Notice, together with the Bidding Procedures, within five (5) days after the entry of this Bidding Procedures Order, upon all parties on the Debtors' Master Service List, and, for the avoidance of doubt: (a) counsel to the DIP Lender; (b) the United States Trustee for the Southern District of Texas; (c) all other parties known to the Debtors who have or may have asserted liens, claims, encumbrances, or interests in or against the Assets; (d) the Debtors' thirty (30) largest unsecured creditors (on a consolidated basis); (e) all of the Debtors' creditors as required by Bankruptcy Rule 2002(a)(2); (f) federal, state, and local taxing authorities; (g) all parties that have requested notice pursuant to Bankruptcy Rule 2002; and (h) all parties known to have expressed an interest in a transaction with respect to all or a part of the Assets.

- ii. Any objections to the relief requested in the Sale Motion as it relates to the sale of the Purchased Assets to the Successful Bidder (a “Sale Objection”) must: (a) set forth in writing and describe with specificity the factual and legal basis for the Sale Objection; (b) comply with the Bankruptcy Rules and Bankruptcy Local Rules; (c) be filed with the Clerk of the Court no later than **5:00 p.m. (prevailing Central Time) on February 13, 2026** (the “Sale Objection Deadline”); and (d) be served, so as to be actually received on or before the Sale Objection Deadline by the service parties (the “Service Parties”) consisting of: (i) proposed counsel to the Debtors, Pillsbury Winthrop Shaw Pittman LLP, 609 Main Street Suite 2000, Houston, TX 77002 (Attn: Hugh M. Ray, III (hugh.ray@pillsburylaw.com), Andrew V. Alfano (andrew.alfano@pillsburylaw.com), and Joshua T. Stenhjem (joshua.stenhjem@pillsburylaw.com)); (ii) counsel to the DIP Lender, Twelve Bridge Capital, LLC (Attn: Fishel Law Group 602 Sawyer Suite 400, Houston, TX 77007, Attn: Michael Fishel (michael@fishellawgroup.com)); and (iii) counsel to the Stalking Horse Bidder, if any.
- iii. The failure of any person or entity to file a Sale Objection by the Sale Objection Deadline shall be deemed a consent to the sale of the Purchased Assets to the Stalking Horse Purchaser or other Successful Bidder and the other relief requested in the Sale Motion for purposes of Bankruptcy Code section 363(f), except with respect to the conduct of the Auction. Further, the failure to file a Sale Objection by the Sale Objection Deadline shall be a bar to the assertion, at the Sale Hearing or thereafter, of (i) the sale of the Purchased Assets free and clear of an liens, claims, and encumbrances; and (ii) the entry of the Sale Order.
- iv. If a Sale Objection is timely filed by the Sale Objection Deadline and the relevant parties are unable to resolve the Sale Objection prior to the commencement of the Sale Hearing, such Sale Objection will be adjudicated at the Sale Hearing or at such other date and time as may be fixed by the Court.

Miscellaneous Provisions

21. Prior to service, the Debtors may make final, non-substantive edits to the Bidding Procedures and Sale Notice, including correcting typographical and grammatical errors, making stylistic and formatting improvements, adding relevant dates and deadlines, and adding revisions

announced on the record at the Bidding Procedures Hearing, each of which shall be deemed approved by this Bidding Procedures Order without further notice or hearing.

22. The Debtors are authorized to conduct the Sale without the necessity of complying with any state or local bulk transfer laws or requirements.

23. Subject to a Sale Order, the Debtors shall be authorized, but not directed, to transfer the Purchase Assets to the Successful Bidder or Stalking Horse Purchaser, as applicable.

24. In the event that there is a conflict between this Bidding Procedures Order or the Bidding Procedures, on the one hand, and the Sale Motion, an Asset Purchase Agreement, or a Stalking Horse Agreement, on the other hand, this Bidding Procedures Order and the Bidding Procedures shall control and govern, and this Bidding Procedures Order shall control in the event of any conflict with the Bidding Procedures.

25. All time periods set forth in this Bidding Procedures Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

26. The Court shall retain jurisdiction over all matters arising from or related to the interpretation and implementation of this Bidding Procedures Order.

27. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062, 9014 or otherwise, the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable.

Signed: _____, 2026

Christopher Lopez
United States Bankruptcy Judge

Exhibit 1
(Bidding Procedures)

AMPLE, INC, *ET AL.* - BIDDING PROCEDURES

Below are the bidding procedures (the “Bidding Procedures”) to be employed in connection with the proposed sale of the Assets (the “Purchased Assets”) of the Debtors (in such capacity, the “Sellers”), in connection with the Debtors’ jointly administered chapter 11 cases of Ample, Inc. *et al.* (each a “Debtor” and collectively, the “Debtors”) pending in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”), Case No. 25-90817 (CML).

On January ●, 2026, the Bankruptcy Court entered an Order (the “Bidding Procedures Order”) [ECF No. ●], which, among other things, authorized the Debtors to solicit bids and approved these Bidding Procedures, which are to be employed by the Debtors in connection with the proposed sale of, or acquisition transactions of the Debtors’ Assets, free and clear of all liens, claims, encumbrances and other interests (collectively, the “Encumbrances”), other than those Encumbrances permitted by a Stalking Horse Agreement or Asset Purchase Agreement (as defined below) (any and each such transaction, a “Sale”), on an AS-IS, WHERE-IS WITH ALL FAULTS BASIS.

KEY DATES

<u>Date and Time</u>	<u>Applicable Deadline</u>
February 6, 2026 at 5:00 p.m.	Stalking Horse Designation Deadline
Ten (10) days after service of a Stalking Horse Selection Notice	Stalking Horse Objection Deadline
February 13, 2026 at 5:00 p.m.	Sale Objection Deadline
February 23, 2026 at 5:00 p.m.	Bid Deadline
February 25, 2026 at 10:00 a.m.	Auction Date
February 27, 2026 at 5:00 p.m.	Supplemental Sale Objection Deadline
March 2, 2026 at ● a.m. (CST)	Sale Hearing

STALKING HORSE PURCHASER AND STALKING HORSE PROTECTIONS

1. The Debtors have been authorized, but are not obligated, in an exercise of their business judgment and in consultation with the DIP Lender² to: (i) designate one or more bidders to act as stalking horse bidder in connection with the Sale (each, a “Stalking Horse Purchaser,” and the bid of a Stalking Horse Purchaser a “Stalking Horse Bid”), with the consent of the DIP Lender, and enter into purchase agreements with respect to a Sale with such Stalking Horse

² “DIP Lender” shall mean Twelve Bridge Capital or any successor in interest.

Purchaser(s) (each, a “Stalking Horse Agreement”) and (ii) in connection with any Stalking Horse Agreement with a Stalking Horse Purchaser, (a) provide a breakup fee (the “Breakup Fee”) and (b) agree to reimburse reasonable and documented out-of-pocket fees and expenses (the “Expense Reimbursement”), and/or (c) agree to provide minimum overbid protections, all as reasonably acceptable to the Debtors, after consultation with the DIP Lender, and as otherwise approved by the Bankruptcy Court (together with the Breakup Fee and Expense Reimbursement, the “Stalking Horse Protections”); *provided, however*, that the aggregate amount of Stalking Horse Protections that may be paid to any Stalking Horse Purchaser shall not exceed three percent (3%) percent of the Stalking Horse Purchaser’s proposed purchase price (plus an Expense Reimbursement of no more than \$100,000) and shall be payable only from the cash proceeds from a Sale with another Qualified Bidder which is designated the Successful Bidder. Subject to the below, no later than one (1) business day after the selection of a Stalking Horse Purchaser, the Debtors shall file a Stalking Horse Selection Notice (as defined below).

2. The Debtors will provide notice of such Stalking Horse Purchaser, the Stalking Horse Protections (including the amount and calculation thereof) and the Stalking Horse Agreement as outlined in the Bidding Procedures Order (the “Stalking Horse Selection Notice”). Parties in interest may file an objection (a “Stalking Horse Objection”) to the designation of the Stalking Horse Purchaser or any of the terms of the Stalking Horse Agreement, including to any of the proposed Stalking Horse Protections, within ten (10) days after service of the Stalking Horse Selection Notice (the “Stalking Horse Objection Deadline”). If a timely Stalking Horse Objection is filed and served in accordance with these Bidding Procedures and the Bidding Procedures Order, the proposed designation of the Stalking Horse Purchaser and the Stalking Horse Protections under such Stalking Horse Agreement will not be deemed approved until either the Stalking Horse Objection is resolved by agreement of the objecting party and the Debtors (in consultation with the DIP Lender) or by order of the Bankruptcy Court. If no timely Stalking Horse Objection is filed and served with respect to the designation of the Stalking Horse Purchaser or the proposed Stalking Horse Protections, in accordance with these Bidding Procedures and the Bidding Procedures Order, the Stalking Horse Protections contemplated by such Stalking Horse Bid shall be deemed approved without further order of the Bankruptcy Court upon the expiration of the Stalking Horse Objection Deadline.

3. The Debtors have agreed that their obligation to pay the Stalking Horse Protections pursuant to the Stalking Horse Agreement shall survive termination of the Stalking Horse Agreement, and, to the extent owed by the Debtors, constitute an administrative expense claim under sections 503(b) and 507 of the Bankruptcy Code against the Debtors, and payable in accordance with the terms and conditions of the Stalking Horse Agreement and the Bidding Procedures Order. The Stalking Horse Protections are not payable in the event the Stalking Horse Purchaser breaches the Stalking Horse Agreement or otherwise fails to consummate the Stalking Horse Agreement and/or related Sale. The Debtors’ expressly reserve all rights, claims, defenses and offsets they may otherwise have in this regard.

ASSETS TO BE SOLD AND ASSET PURCHASE AGREEMENT

4. The Debtors seek to consummate one or more Sales of the Purchased Assets. The Debtors will consider bids to acquire substantially all the Assets. The Debtors may draft a form of asset purchase agreement or such other document (together with all ancillary documents and

agreements, the “Asset Purchase Agreement”), for parties interested in acquiring the Purchased Assets. The Debtors intend to provide copies of the form of Asset Purchase Agreement to all parties who express interest in submitting a Bid and will also make such form of Asset Purchase Agreement available in the electronic data room established by the Debtors in connection with their Sale process.

5. The Sale of the Purchased Assets is on an “as is, where is” basis and without representations or warranties of any kind, nature, or description by the Sellers, their agents or estates, except to the extent set forth in the Asset Purchase Agreement of the Successful Bidder (as defined herein) as approved by the Bankruptcy Court (or in the Stalking Horse Agreement, as applicable). Pursuant to the form of Asset Purchase Agreement, the Successful Bidder shall acquire the Purchased Assets free and clear of any and all Encumbrances, subject to certain other conditions and except as otherwise provided in an Asset Purchase Agreement (or Stalking Horse Agreement, as applicable), with such Encumbrances to attach solely to the net proceeds of the Sale with the same validity and priority as such Encumbrances applied against the Purchased Assets prior to the Sale.

THE BIDDING PROCEDURES

A. Provisions Governing Potential Bidders

6. Unless otherwise ordered by the Bankruptcy Court, in order to participate in the bidding process, prior to the Bid Deadline (defined below), each person, other than a Stalking Horse Purchaser or the DIP Lender, who wishes to participate in the bidding process (each, a “Potential Bidder”) must deliver the following to the Bid Notice Parties (as defined below):

- (i) a written disclosure of the identity of each entity that will be bidding for the Purchased Assets or otherwise participating in connection with such Bid; and
- (ii) an executed confidentiality agreement (to be delivered prior to the distribution of any confidential information by the Sellers to a Potential Bidder) in form and substance satisfactory to the Debtors.

B. Due Diligence

7. The Debtors, with the assistance of their investment banker and other advisors, will provide any Potential Bidder such due diligence access or additional information as the Debtors, in their reasonable discretion, deem appropriate, which may include contractual obligations to limit access to certain proprietary information. The due diligence period will extend through and include the Auction. Unless otherwise deemed reasonably appropriate by the Debtors after consultation with the DIP Lender, the Debtors and their representatives and advisors shall not be obligated to furnish any due diligence information after the Auction. Diligence inquiries should be made to the Debtors’ investment banker using the contact information below:

Gordian Group LLC
126 East 56th Street, 14th Floor,
New York, NY 10022,
Attn: Liam Ahearn (lda@gordiangroup.com)
Kevin McGee (kpm@gordiangroup.com)
Ava Caravela (AC@gordiangroup.com)

C. Bid Deadline

8. A Qualified Bidder that desires to make a Bid will deliver written copies of its Bid via email to the following parties (collectively, the “Bid Notice Parties”): (i) the Debtors, by and through their Chief Restructuring Officers, Attn: John D. Baumgartner (JBaumgartner@getzlerhenrich.com) and Ann Huynh (ahuynh@getzlerhenrich.com); (ii) proposed investment banker to the Debtors, Gordian Group LLC, (Attn: Liam Ahearn (lda@gordiangroup.com), Kevin McGee (kpm@gordiangroup.com), and Ava Caravela (AC@gordiangroup.com)); and (iii) proposed counsel for the Debtors, Pillsbury Winthrop Shaw Pittman LLP, 609 Main Street Suite 2000, Houston, TX 77002 (Attn: Hugh M. Ray, III (hugh.ray@pillsburylaw.com), Andrew V. Alfano (andrew.alfano@pillsburylaw.com), and Joshua T. Stenhjem (joshua.stenhjem@pillsburylaw.com)).

9. Bids must be actually received by the Bid Notice Parties by a date no later than **5:00 p.m. (prevailing Central Time) on February 23, 2026** (the “Bid Deadline”). The Bid Deadline may be extended by the Debtors in consultation with the DIP Lender.

D. Credit Bid Notification

10. To the extent that the DIP Lender desires to submit a competing credit bid for the Purchased Assets, the DIP Lender shall notify the Debtors in writing of its intention to potentially credit bid no later than the Bid Deadline (the “Credit Bid Notification”). If the DIP Lender indicates in a Credit Bid Notification that it intends to credit bid at the Auction, the DIP Lender shall not receive the consent/consultation rights with respect to determination of Qualified Bids, Qualified Bidders, the Auction(s), or the selection of the Successful Bidder or Back-Up Bidder, each as defined and more fully set forth below; *provided, however*, that the DIP Lender shall retain the consent rights and consultation rights set forth in subparagraph (l) of paragraph 12 below. In the event the DIP Lender subsequently revokes the Credit Bid Notification in writing and notifies the Debtors that it no longer intends to credit bid, then it shall again be afforded the consent rights and consultation rights described in these Bidding Procedures.

11. Notwithstanding the foregoing or anything herein to the contrary, unless otherwise ordered by the Bankruptcy Court for cause, the DIP Lender may submit credit bid(s) of all or a portion of its secured claims any time after the Bid Deadline or during the Auction, so long as (i) such credit bid shall only serve as a “back-up” bid to the Stalking Horse Bid or such other Successful Bid, if applicable; (ii) the DIP Lender shall provide an Asset Purchase Agreement to the Debtors no later than one (1) business day after the Bid Deadline; and (iii) such credit bid shall remain irrevocable until the closing of the Sale to the Stalking Horse Purchaser or such other Successful Bidder, if applicable (any such credit bid, a “Credit Bid Back-up Bid” and such

submitting lender, the “Credit Bid Back-up Bidder”). Other than with respect to the Asset Purchase Agreement, the Credit Bid Back-up Bid shall not be subject to the requirements herein for a Qualified Bid or a Back-up Bid. For the avoidance of doubt, the Credit Bid Back-up Bidder cannot be designated as the Back-up Bidder unless such party consents to such designation.

E. Provisions Governing Qualified Bids

12. A Bid will be considered a “Qualified Bid” and a Potential Bidder will be considered a “Qualified Bidder” only if the Bid is submitted complies with all of the following:

- a. it states that the applicable Qualified Bidder offers to purchase, in cash or through a credit bid, some or all of the Purchased Assets upon the terms and conditions that the Debtors reasonably determine are no less favorable to the Debtors than those set forth in the Asset Purchase Agreement or the Stalking Horse Agreement (if any);
- b. it specifies the assets that are included in the Bid and, to the extent a Stalking Horse Purchaser is designated, states that such Qualified Bidder offers to purchase those assets included in the applicable Stalking Horse Agreement upon substantially the same terms as, or terms more favorable to the Debtors and their estates than, the terms set forth in the applicable Stalking Horse Agreement;
- c. it includes a signed writing stating that the Qualified Bidder’s offer is binding on such Qualified Bidder and irrevocable until the selection of the Successful Bidder, *provided, however*, that if such Qualified Bidder is selected as the Successful Bidder or the Back-Up Bidder (each, as defined below) its offer shall remain irrevocable until the later of (i) the closing of the Sale to the Successful Bidder or the Back-Up Bidder, and (ii) the date that is thirty (30) days after the Sale Hearing;
- d. it includes written confirmation that there are no conditions precedent to the Qualified Bidder’s ability to enter into a definitive agreement, including due diligence or financing contingencies, and that all necessary internal and shareholder approvals have been obtained prior to the submission of the Bid;
- e. it includes a duly authorized and executed copy of a purchase agreement, based on the Asset Purchase Agreement or the Stalking Horse Agreement (if one exists), including the purchase price for the Purchased Assets expressed in U.S. Dollars (the “Purchase Price”), together with all exhibits and schedules thereto, together with copies marked to show any amendments and modifications to the Asset Purchase Agreement or the Stalking Horse Agreement (if one exists) and the proposed order for approval of the Sale by the Bankruptcy Court, and includes a copy of a redline reflecting all of the changes to the Asset Purchase Agreement or the Stalking Horse Agreement (if any);

- f. it includes confirmation that the Bid is not contingent upon such Qualified Bidder obtaining financing and includes financial statements or other written evidence, including (if applicable) a firm, irrevocable commitment for financing, establishing the ability of the Qualified Bidder to consummate the proposed Sale and pay the Purchase Price in cash, such as will allow the Debtors, in consultation with the DIP Lender, to make a reasonable determination as to the Qualified Bidder's financials and other capabilities to consummate the transaction contemplated by the Asset Purchase Agreement;
- g. it provides for the repayment of all other costs payable by such Qualified Bidder, simultaneously with the closing of the Sale, including the Stalking Horse Protections;
- h. in the event that there is a Stalking Horse Purchaser, and the Qualified Bidder wishes to bid on the same assets that are included in the Stalking Horse Agreement, it has a value to the Debtors, determined in the Debtors' reasonable business judgment that is greater than or equal to the sum of the value offered under the Stalking Horse Agreement, plus (i) the aggregate amount of the Stalking Horse Protections (if there is a Stalking Horse Bid), plus (ii) a minimum overbid of at least \$100,000 or such other greater amount as may be determined by the Debtors in consultation with the DIP Lender (the "Minimum Initial Overbid Amount");³
- i. it includes an acknowledgement and representation that the Qualified Bidder: (i) has had an opportunity to conduct any and all required due diligence regarding the Purchased Assets prior to making its Bid; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets in making its Bid; (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets or the completeness of any information provided in connection therewith or with the Auction, except as expressly stated in the Asset Purchase Agreement; and (iv) with the exception of any Stalking Horse Purchaser, is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its Bid;
- j. it includes evidence, in form and substance reasonably satisfactory to the Debtors of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Asset Purchase Agreement;
- k. it is accompanied by a good faith deposit (a "Good Faith Deposit") in the form of a wire transfer (to a bank account specified by the Debtors), certified check or such other form acceptable to the Debtors, payable to the order of the Debtors

³ The Debtors, after consulting with the DIP Lender, will provide advanced notice to Qualified Bidders of the Minimum Initial Overbid Amount, which shall be no less than \$100,000.

(or such other party as the Debtors may determine) in an amount equal to ten percent (10%) of the Purchase Price, plus, in the event that a Stalking Horse Bid has been submitted, (i) the aggregate amount of the Stalking Horse Protections and (ii) \$100,000; *provided that* (i) any Qualified Bidder submitting a Bid with a credit bid component pursuant to section 363(k) of the Bankruptcy Code shall not be required to submit a Good Faith Deposit and (ii) the Debtors, in consultation with the DIP Lender, may alter the Good Faith Deposit requirement for any party selected as a Stalking Horse Purchaser without leave of the Bankruptcy Court; *provided further*, that no Good Faith Deposit shall be required in connection with any credit bid submitted by the DIP Lender;

- l. it contains full disclosure of the identity of each entity that will be bidding for the Purchased Assets or otherwise participating in connection with such Bid, and the complete terms of any such participation, as well as disclose the organizational form and business conducted by each entity;
- m. it contains a commitment to close the Sale of the Purchased Assets upon entry of the Sale Order;
- n. it contains such other information as may be reasonably requested by the Debtors, in consultation with the Debtors' investment banker; and
- o. it is received prior to the Bid Deadline.

13. The Debtors shall have the discretion to determine whether a Bid meets the above requirements and is therefore a Qualified Bid. Promptly upon determining that a Bid (other than a Stalking Horse Bid) constitutes a Qualified Bid, the Debtors shall notify the Stalking Horse Purchaser, if any, and the DIP Lender, in writing of such determination and will notify each Qualified Bidder that has submitted a Bid (other than the Stalking Horse Purchaser), whether such Qualified Bidder's Bid constitutes a Qualified Bid promptly after such determination has been made; *provided, however*, that such notification shall not be given later than one (1) calendar day following the expiration of the Bid Deadline. Only those Qualified Bidders who have submitted Qualified Bids, as determined by the Debtors, in consultation with the DIP Lender, shall be deemed "Qualified Bidders" for purposes of these Bidding Procedures and the Auction.

14. Notwithstanding the foregoing, any Stalking Horse Purchaser shall be deemed a Qualified Bidder, and the Stalking Horse Agreement will be deemed a Qualified Bid, for all purposes in connection with the bidding process, the Auction, and the Sale without compliance with the above enumerated requirements. If there is one or more Stalking Horse Purchaser, any such designated Stalking Horse Purchaser(s) shall be considered a Qualified Bidder and any Stalking Horse Agreement shall be a Qualified Bid.

F. Evaluation of Competing Bids

15. A Qualified Bid will be valued based upon several factors including, without limitation, (1) the amount of the Purchase Price provided by such Qualified Bid, (2) the risks and timing associated with consummating such Qualified Bid, (3) any proposed revisions to the Asset

Purchase Agreement and/or the Stalking Horse Agreement and/or the proposed Sale Order, (4) the ability of the Qualified Bidder to obtain appropriate regulatory approvals, if any, and (5) any other factors deemed relevant by the Debtors, in consultation with their investment banker and the DIP Lender, as necessary; provided, however, if each Qualified Bid exceeds the DIP obligations owed to the DIP Lender, then the Debtors may consult with the DIP Lender in the Debtors' sole discretion. For purposes of such valuation, the full face amount of a credit bid shall be deemed to have the same value as the equivalent amount of cash. The Debtors shall treat comparable credit bids, cash bids, and bids contemplating the assumption of liabilities as equivalent and no credit bid shall be considered inferior to a comparable cash bid or bid contemplating the assumption of liabilities because it is a credit bid.

G. No Qualified Bids

16. If the Debtors do not receive any Qualified Bids, other than the Stalking Horse Agreement (if any), the Debtors will not hold an auction and the Stalking Horse Purchaser will be named the Successful Bidder upon the expiration of the Bid Deadline.

H. Auction Process

17. If the Debtors receive one or more Qualified Bids in addition to a Stalking Horse Bid, or if there is no Stalking Horse Bid, the Debtors will conduct an auction of the Assets (the "Auction"), which shall be on **February 25, 2026 at 10:00 a.m. (prevailing Central Time)** [telephonically pursuant to instructions to be provided by the Debtors to parties entitled to attend the Auction at a later date], or such other location or time as shall be timely communicated. At the start of the Auction, the Debtors shall describe the material terms of the Starting Bid (as defined below) for the Purchased Assets on the record. The Debtors shall maintain a written transcript of the Auction and all bids made and announced at the Auction, if any, including the Starting Bid, any and all Subsequent Bids, and the Successful Bid. The Auction, which shall be recorded or transcribed, shall be held in accordance with the following procedures:

- a. only the Stalking Horse Purchaser, if any, and any other Qualified Bidders who have timely submitted Qualified Bids (and their counsel) will be entitled to attend and submit competing Bids (*i.e.*, bids other than Credit Bid Back-up Bids) at the Auction;
- b. the Stalking Horse Purchaser will, notwithstanding the elements of the Purchase Price set forth in the Stalking Horse Agreement, be entitled to make subsequent Bids for all or substantially all or any combination of the Purchased Assets comprised of further credit bids, cash, additional or different consideration of any type, or any combination of the foregoing;
- c. each Qualified Bidder participating in the Auction shall be required to confirm on the record at the Auction (a) it has not engaged in any collusion with respect to the bidding and the Auction, (b) its Qualified Bid is a good faith *bona fide* offer that it intends to consummate if selected as the Successful Bidder or Back-up Bidder, and (c) the Qualified Bidder (other than the Credit Bid Back-up

Bidder) agrees to serve as the Back-up Bidder if its Qualified Bid is the next highest or otherwise best bid after the Successful Bid;

- d. at least one (1) business day prior to the Auction, each Qualified Bidder who has timely submitted a Qualified Bid must inform the Debtors whether it intends to attend the Auction and all Qualified Bidders wishing to attend the Auction must have at least one individual representative with authority to bind such Qualified Bidder in attendance at the Auction in person; *provided* that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder's Qualified Bid shall nevertheless remain fully enforceable against such Qualified Bidder until the selection of the Successful Bidder and Back-Up Bidder at the conclusion of the Auction. At least one (1) business day prior to the Auction, the Debtors will provide copies of the Qualified Bid, or combination of Qualified Bids, which the Debtors believe, after consultation with the DIP Lender (which may be present at the Auction), is the highest or otherwise best offer for the Purchased Assets (the "Starting Bid") to the Stalking Horse Purchaser, if any, and counsel to the DIP Lender.
- e. the actual identity of each Qualified Bidder will be disclosed on the record at the Auction;
- f. bidding at the Auction will begin with the Starting Bid and continue in bidding increments (each, a "Subsequent Bid") providing a net value to the Debtors' estates of at least \$100,000 above the prior Bid. After the first round of bidding and between each subsequent round of bidding, the Debtors, after consultation with the DIP Lender, shall announce the Bid (and the value of such Bid) that they believe to be the highest or otherwise best Bid (each, the "Leading Bid").
- g. A round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid.
- h. Except as specifically set forth herein, for the purpose of evaluating the value of the Purchase Price provided by each Subsequent Bid (including any Subsequent Bid by the Stalking Horse Purchaser), the Debtors shall give effect to the Stalking Horse Protections as well as any additional liabilities to be assumed by a Qualified Bidder, and any additional costs which may be imposed on the Debtors.
- i. The Debtors may accept Bids for all or substantially all of the Purchased Assets.
- j. The Debtors explicitly reserve the right, in their business judgment and after consultation with the DIP Lender, to exercise their discretion in conducting the Auction (in a manner that is not inconsistent with the Bidding Procedures, the Bankruptcy Code, or any Order of the Bankruptcy Court entered in connection herewith), including (x) modifying bidding increments as necessary to achieve the highest and best Bids for the Purchased Assets, (y) determining whether to

adjourn the Auction to facilitate separate discussions between any Qualified Bidders, the Debtors, and/or the DIP Lender, as applicable, or (z) changing the format of the Auction to a closed bid auction in lieu of a public Auction with incremental bidding.

I. Selection of Successful Bid

18. Prior to the conclusion of the Auction, the Debtors, in consultation with the DIP Lender, will review and evaluate each Qualified Bid submitted at the Auction (including by the Stalking Horse Purchaser) in accordance with the procedures set forth herein and determine which offer is the highest or otherwise best offer (one or more such bids, collectively the “Successful Bid” and the bidder(s) making such bid(s), collectively, the “Successful Bidder”), and communicate to the Stalking Horse Purchaser and the other Auction participants the identity of the Successful Bidder and the details of the Successful Bid; *provided, however*, if each Qualified Bid exceeds the DIP obligations owed to the DIP Lender, then the Debtors may consult with the DIP Lender in the Debtors’ sole discretion. The determination of the Successful Bid by the Debtors at the conclusion of the Auction shall be final, subject only to approval by the Bankruptcy Court.

19. Other than the Stalking Horse Purchaser, the Qualified Bidder(s) with the next highest or otherwise best Qualified Bid, as determined by the Debtors, in consultation with the DIP Lender, will be required to serve as a back-up bidder (the “Back-Up Bidder”) and keep its bid open and irrevocable until the later to occur of thirty (30) days after the Sale Hearing and closing on the Successful Bid with the Successful Bidder. If the Successful Bidder fails to consummate the Sale, the Back-Up Bidder will be deemed to be the new Successful Bidder, and the Debtors will be authorized and directed to consummate the Sale with the Back-Up Bidder without further order of the Bankruptcy Court. In no event shall the Stalking Horse Purchaser be the Back-Up Bidder.

20. Within two (2) business days after conclusion of the Auction, the Successful Bidder shall complete and execute all agreements, contracts, instruments and other documents necessary to consummate the Successful Bid. Within one (1) business day after conclusion of the Auction, the Debtors shall file a notice with the Bankruptcy Court identifying the Successful Bidder and the Back-Up Bidder.

21. The Debtors will sell the Purchased Assets to the Successful Bidder(s) pursuant to the terms of the Successful Bid(s) upon the approval of such Successful Bid(s) by the Bankruptcy Court at the Sale Hearing.

J. Return of Deposits

22. All Good Faith Deposits shall be returned to each bidder not selected by the Debtors as the Successful Bidder or the Back-Up Bidder (as defined below) no later than five (5) business days following the conclusion of the Auction.

23. The Stalking Horse Protections payable to any Stalking Horse Purchaser shall be paid not later than three (3) business days after the closing of the Sale with the Successful Bidder

for the Purchased Assets bid upon by the Stalking Horse Purchaser from the proceeds of such transaction.

SALE HEARING

24. The Debtors will seek entry of a Sale Order from the Bankruptcy Court at a hearing (the “Sale Hearing”) to begin on **March 2, 2026 at 9:00 a.m. (prevailing Central Time)**, subject to the availability of the Bankruptcy Court, to approve and authorize the Sale to the Successful Bidder and/or Stalking Horse Purchaser on the terms and conditions memorialized in the applicable Asset Purchase Agreement or Stalking Horse Agreement.

RESERVATION OF RIGHTS

25. The Debtors reserve the right, in their reasonable business judgment and after consultation with the DIP Lender, to adjourn the Auction, if any, one or more times to, among other things: (i) facilitate discussions between and amongst the Debtors, the Qualified Bidders and the DIP Lender, as appropriate; (ii) allow Qualified Bidders to consider how they wish to proceed; and (iii) provide Qualified Bidders the opportunity to provide the Debtors and the DIP Lender with such additional evidence as the Debtors, in their reasonable business judgment, after consultation with the DIP Lender, may require that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the prevailing Subsequent Bid amount.

EXHIBIT B

**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 Administered)
	§	

NOTICE OF PROPOSED SALE OF ASSETS, AUCTION AND SALE HEARING

PLEASE TAKE NOTICE OF THE FOLLOWING:

On December 23, 2025, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Emergency Motion for (A) Entry of an Order (I) Approving Bidding Procedures; (II) Authorizing Transfer(s) Outside the Ordinary Course of Business; (III) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; (IV) Approving Form of Notice Thereof; and (B) After the Sale Hearing, Entry of an Order (I) Authorizing and Approving the Debtors to Sell the Assets; and (II) Granting Related Relief* [ECF No. ●] (the “Sale Motion”).²

After the hearing held thereon, the Court entered the order [ECF No. ●] (the “Bidding Procedures Order”), which among other things, establishes bidding procedures (the “Bidding Procedures”) that govern the manner in which the Debtors’ Assets are to be marketed and sold.

ASSETS FOR SALE

Any sale of the Assets shall be subject to competitive bidding and approval by the Court. In addition to any Stalking Horse Bid (as defined in the Sale Motion), the Debtors will consider bids for the Assets from other parties. Any party interested in submitting a bid for any of the Debtors’ Assets should contact the Debtors’ investment banker at Gordian Group, LLC:

Gordian Group LLC
126 East 56th Street, 14th Floor,
New York, NY 10022,
Attn: Liam Ahearn (lda@gordiangroup.com)
Kevin McGee (kpm@gordiangroup.com)
Ava Caravela (AC@gordiangroup.com)

Any party wishing to participate in the Auction or to otherwise submit a Bid for the Assets must first qualify as a Qualified Bidder in accordance with the Bidding Procedures.

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 notice 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 shall have the meanings ascribed to them in the Sale Motion or Bidding Procedures Order, as applicable.

KEY DATES AND OTHER INFORMATION

A. Bid Deadline

Bids are due on **February 23, 2026 at 5:00 p.m. (prevailing Central Time)** (the “**Bid Deadline**”). The Debtors will notify each Qualified Bidder promptly regarding whether their respective Bids are determined to be a Qualified Bid.

B. Stalking Horse Designation Deadline

The Debtors have been authorized, but are not obligated, in an exercise of their business judgment and in consultation with the DIP Lender to designate a Stalking Horse Purchaser and in connection with any Stalking Horse Agreement with a Stalking Horse Purchaser, provide Stalking Horse Protections. The Debtors will select a Stalking Horse Purchaser, if any, by **February 6, 2026**.

C. The Sale Objection Deadline

Pursuant to the Bidding Procedures Order, any objections to the relief requested in the Sale Motion as relates to the Sale of the Purchased Assets (a “**Sale Objection**”) must: (a) set forth in writing and describe with specificity the factual and legal basis for the Sale Objection; (b) comply with the Bankruptcy Rules and Bankruptcy Local Rules; and (c) be filed with the Clerk of the Court no later than **5:00 p.m. (prevailing Central Time) on February 13, 2026** (the “**Objection Deadline**”). The failure of any person or entity to file a Sale Objection by the Objection Deadline shall be deemed a consent to the Sale of the Purchased Assets to the Successful Bidder and the other relief requested in the Sale Motion, except with respect to the conduct of the Auction.

D. The Auction

In accordance with the terms of the Bidding Procedures Order, if the Debtors receive one or more Qualified Bids within the requirements and timeframe established in the Bidding Procedures Order, the Debtors will conduct an auction (the “**Auction**”) for the Assets starting at **10:00 a.m. (prevailing Central Time) on February 25, 2026** (the “**Auction Date**”), telephonically pursuant to instructions to be provided by the Debtors to parties entitled to attend the Auction at a later date. Only the DIP Lender and Qualified Bidders, as determined by the Debtors in consultation with the DIP Lender, that have submitted a Qualified Bid by the Bid Deadline will be permitted to participate in and/or make any statements on the record at the Auction. Within one (1) business day after conclusion of the Auction, the Debtors shall file a notice with the Bankruptcy Court identifying the Successful Bidder and the Back-Up Bidder.

E. The Supplemental Sale Objection Deadline

Upon conclusion of the Auction and filing of a notice identifying the Successful Bidder and the Back-Up Bidder, any objections to the manner in which the Auction was conducted and selection of the Successful Bidder must be filed with the Clerk of the Court no later than **February 27, 2026 at 5:00 p.m. (prevailing Central Time)**.

F. The Sale Hearing

A hearing (the “**Sale Hearing**”) shall be held before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of Texas on **March 2, 2026 at :00 .m. (prevailing Central Time)**, or as soon thereafter as counsel may be heard. The Debtors shall appear before the Court at the Sale Hearing and seek entry of an order: (a) authorizing the Sale(s) of the designated Purchased Assets by the Debtors to the Successful Bidder; and (b) granting certain related relief.

G. Other Information

This Sale Notice is subject to the full terms and conditions of the Sale Motion and the Bidding Procedures Order, which shall control in the event of any conflict, and the Debtor encourages all parties in interest to review such documents in their entirety.

The Debtors reserve their right, in their business judgment and after consultation with the DIP Lender, to exercise their discretion in conducting the Auction (in a manner that is not inconsistent with the Bidding Procedures, the Bankruptcy Code, or any Order of the Bankruptcy Court entered in connection herewith), including (x) modifying bidding increments as necessary to achieve the highest and best Bids for the Purchased Assets, (y) determining whether to adjourn the Auction to facilitate separate discussions between any Qualified Bidders, the Debtors, and/or the DIP Lender, as applicable, or (z) changing the format of the Auction to a closed bid auction in lieu of a public Auction with incremental bidding.

Additional information regarding the Sale, including copies of the Sale Motion, the Bidding Procedures and the Bidding Procedures Order, is available by contacting Debtors' counsel using the contact information below, or by visiting the website of the Debtors' Chapter 11 Cases established by the Debtors' claims and noticing agent Verita Global at the link set forth below: <https://veritaglobal.net/ample>.

Date: December 23, 2025

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: *draft*
Hugh M. Ray, III
TX Bar No. 24004246
Joshua Stenhjem
ND Bar No. 09941
609 Main Street, Suite 2000
Houston, TX 77002
Telephone: 713-276-7600
hugh.ray@pillsburylaw.com
joshua.stenhjem@pillsburylaw.com

--and--

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

Proposed Counsel to the Debtors