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

In re:	§	
	§	
AMPLE, INC., *et al.*,[1]	§	Case No. 25-90817 (CML)
	§	Chapter 11
Debtors.	§	(Jointly Administered)
	§	

NOTICE OF REVISED PROPOSED ORDERS (I) GRANTING THE DIP MOTION ON A FINAL BASIS AND (II) APPROVING THE BIDDING PROCEDURES MOTION

PLEASE TAKE NOTICE that on December 16, 2025, the Debtors filed the *Emergency Motion of the Debtors for Entry of Interim and Final Orders (A) Authorizing the Debtors to Obtain Postpetition Financing, (B) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (C) Modifying the Automatic Stay, (D) Scheduling a Final Hearing, and (E) Granting Related Relief* [Docket No. 5] (the "DIP Motion"), which was approved on an interim basis on December 18, 2025 [Docket No. 27].

PLEASE TAKE FURTHER NOTICE that, on December 23, 2025, 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* [Docket No. 47] (the "Bidding Procedures Motion").

PLEASE TAKE FURTHER NOTICE that the Debtors resolved informal comments from the DIP Lender and the Official Committee of Unsecured Creditors to the final order approving the DIP Motion (the "Final DIP Order") and the proposed order approving the Bidding Procedures Motion (the "Bidding Procedures Order").

PLEASE TAKE FURTHER NOTICE that a revised proposed Final DIP Order is attached hereto as **Exhibit A**. A redline showing the changes against the form of Final DIP Order appended to the DIP Motion is attached hereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that a revised proposed Bidding Procedures Order is attached hereto as **Exhibit C**. A redline showing the changes against the form of Bidding Procedures Order appended to the motion is attached hereto as **Exhibit D**.

[1] The Debtors in these 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.

PLEASE TAKE FURTHER NOTICE that the Court may enter the Final DIP Order and the Bidding Procedures Order without a hearing, in which case the Debtors will file a notice canceling the hearing scheduled for January 12, 2026.

Date: January 12, 2026

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: */s/ Hugh M. Ray, III*

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

CERTIFICATE OF SERVICE

I certify that on January 12, 2026, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Hugh M. Ray, III
Hugh M. Ray, III

Exhibit A

Revised Proposed Final DIP Order

Exhibit B

Redline of the Final DIP Order

Exhibit C

Revised Proposed Bidding Procedures Order

Exhibit D

Redline of the Bidding Procedures Order

Exhibit A

Revised Proposed Final DIP Order

IN THE UNITED STATES BANKRUPTCY COURT
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In re:	§	
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AMPLE, INC., *et al.*,[1]	§	Case No. 25-90817 (CML)
	§	Chapter 11
Debtors.	§	(Jointly Administered)
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FINAL ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN SENIOR SECURED PRIMING SUPERPRIORITY POSTPETITION FINANCING, AND GRANT LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (II) MODIFYING THE AUTOMATIC STAY, (III) SCHEDULING A FINAL HEARING, AND (IV) GRANTING RELATED RELIEF
(Relates to Docket Nos. 5 & 27)

The Court has reviewed and considered the motion (the "DIP Motion")[2] of Ample Texas EV, LLC, and Ample, Inc., each a debtor and debtor in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), pursuant to sections 105, 361, 362, 363, 364, 503, 506, 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rules 2002-1, 4001-1, 4002-1 and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Local Rules"), and the Procedures for Complex Cases in the Southern District of Texas (the "Complex Case Procedures" and, together with the Bankruptcy Local Rules, the "Local Rules") promulgated by the United States Bankruptcy Court for the Southern District of Texas (the "Court") seeking, among other things:

[1] The Debtors in these 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 final order (this "Final Order") is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

[2] Capitalized terms used but not defined herein are given the meanings ascribed to such terms in the DIP Motion or the DIP Term Sheet, as applicable.

(A) final authorization for the Debtors to obtain senior secured post-petition financing (the "DIP Facility") consisting of multi-draw term loans (the "DIP Term Loans") in a principal amount not to exceed $6,000,000 (the "DIP Term Loan Commitment") from Twelve Bridge Capital, LLC (the "DIP Lender") pursuant to that certain DIP Term Sheet agreement by and among the Debtors, as Borrowers, the DIP Lender, as Lender, (the "DIP Term Sheet" and, together with any definitive documents, instruments, amendments, schedules or exhibits among the parties, the "DIP Loan Documents"); $2,500,000 of which became available upon entry of the Interim Order (the "Initial Draw");

(B) final approval of the terms of the DIP Term Sheet and to perform such other and further acts as may be required by the DIP Lender in connection with any DIP Loan Document;

(C) final authorization for the Debtors to use the proceeds of the DIP Term Loans as expressly provided in the DIP Loan Documents and solely in accordance with this Final Order and the applicable approved Budget;

(D) final authorization for the Debtors to grant to the DIP Lender superpriority administrative claims pursuant to section 364(c)(1) of the Bankruptcy Code payable from and secured by Liens pursuant to section 364(c)(2) and 364(c)(3) of the Bankruptcy Code and priming liens pursuant to section 364(d) of the Bankruptcy Code on, all prepetition and post-petition property of the Debtors' estates and all proceeds thereof (except as otherwise expressly provided herein), in each case subject to the Carve Out;

(E) waiver of the Debtors' right to surcharge the DIP Collateral pursuant to section 506(c) of the Bankruptcy Code subject to the provisions set forth below;

(F) waiver of the equitable doctrine of "marshaling" and other similar doctrines as to the DIP Lender, in each case subject to the provisions set forth below;

(G) modification of the automatic stay to the extent set forth herein and in the DIP Loan Documents; and

(H) approving the relief granted herein on a final basis and authorizing the Debtors to forthwith borrow from the DIP Lender under the DIP Loan Documents up to the full amount of the DIP Facility.

The Court has considered the DIP Motion, all pleadings related thereto, including all objections to the DIP Motion, as well as the evidence submitted, and the oral arguments of record made by the Debtors at the Interim Hearing held on December 18, 2025 and the Final Hearing held on January 12, 2026. After due deliberation and consideration, the Court finds and concludes that good and sufficient cause exists to enter this Final Order, as follows:[3]

1. Petition Date. On December 16, 2025 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court commencing the Chapter 11 Cases.

2. Debtors in Possession. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

3. Jurisdiction and Venue. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§

[3] 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. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

1408 and 1409. The Court may enter a final order consistent with Article III of the United States Constitution.

4. Committee Formation. On December 30, 2025, the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Committee") in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

5. Notice. Proper, timely, adequate, and sufficient notice of the Interim and Final Hearings and the relief requested in the DIP Motion has been provided to (a) the U.S. Trustee, (b) U.S. Bank Equipment Finance and Raymond Leasing Corporation, (c) counsel to the DIP Lender (Fishel Law Group), (d) counsel to the Committee (Dykema Gossett PLLC and Porzio, Bromberg & Newman, P.C.); (e) all other parties asserting a lien on or a security interest in the assets of the Debtors to the extent reasonably known to the Debtors, (f) the United States Attorney's Office for the Southern District of Texas, (g) the Internal Revenue Service, (h) those creditors holding the 30 largest unsecured claims against the Debtors' estates, (i) the state attorneys general for states in which the Debtors conduct business, and (j) any additional party identified in section E of the Complex Case Procedures.

6. Findings Regarding the DIP Term Loans.

(a) *Need for Post-Petition Financing*. The Debtors have an immediate and critical need to obtain the DIP Facility. The Debtors' ability to obtain the DIP Term Loans is critical to their efforts to obtain the best value for their assets pursuant to any financing or sale transactions to be effectuated by the Debtors in these Chapter 11 Cases.

(b) *No Credit Available on More Favorable Terms*. The DIP Lender has indicated a willingness to provide the Debtors with the DIP Term Loans on the terms and

conditions set forth in this Final Order and in the DIP Term Sheet. After considering all of the alternatives, the Debtors have concluded, in an exercise of their sound business judgment, that the DIP Term Loans to be provided by the DIP Lender pursuant to the terms of this Final Order and the DIP Term Sheet represent the best financing presently available to the Debtors. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain: (a) unsecured credit having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a) and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Debtors and their Estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their Estates that is subject to a lien. Given their current financial condition, financing arrangements, and capital structure, the Debtors have been unable to obtain credit on more favorable terms and conditions than those provided in this Final Order.

(c) *Priming of the Prepetition Liens*. The priming of the Prepetition Liens on the Prepetition Collateral under section 364(d) of the Bankruptcy Code, as contemplated by the DIP Term Sheet and as further described below, will enable the Debtors to obtain the DIP Facility and to continue to operate their businesses for the benefit of their estates and creditors, and the Debtors would not be able to obtain debtors-in-possession financing in a sufficient amount without the Court granting such priming liens. Consistent with the requirements of section 364(d) of the Bankruptcy Code, any prepetition secured lender (if it exists) shall receive adequate protection as set forth in this Final Order pursuant to sections 361, 363, and 364 of the Bankruptcy Code, against any post-petition diminution in value of any such prepetition lenders' respective liens and interests in any of their prepetition collateral (including Cash Collateral, of which the Debtors assert there is none prepetition) resulting from, among other things, (i) the use, sale, or lease by the Debtors of

such collateral, (ii) the market value decline of such collateral, (iii) the use of alleged prepetition Cash Collateral by the Debtors, (iv) the imposition of the automatic stay, (v) the subordination of any prepetition liens and prepetition secured obligations to the Carve-Out, the DIP Liens, and the DIP Obligations, in each case, as set forth in this Final Order, and (vi) any other act or omission which causes diminution in the value of their respective liens or interests in any prepetition collateral (including prepetition Cash Collateral, should any exist) (collectively, "Diminution").

(d) *Good Cause Shown*. Good cause has been shown for immediate entry of this Final Order pursuant to Bankruptcy Rule 4001(c)(2), and, to the extent it applies, Bankruptcy Rule 6003, as the Court finds that entry of this Final Order is necessary to avoid immediate and irreparable harm to the Debtors and their estates. Entry of this Final Order is in the best interest of the Debtors, their estates, and creditors. The terms of the DIP Term Sheet are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

(e) *Good Faith*. The Debtors and the DIP Lender have negotiated the terms and conditions of the DIP Term Sheet and this Final Order in good faith and at arm's-length, and any credit extended and loans made to the Debtors pursuant to this Final Order shall be, and hereby are, deemed to have been extended, issued or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code.

7. Disposition. The DIP Motion is approved on a final basis on the terms and conditions set forth in this Final Order. This Final Order shall become effective immediately upon its entry. Any objections that were made to the DIP Motion or the entry of this Final Order (to the extent such objections have not been withdrawn, waived, resolved, or settled) are hereby overruled

on the merits. To the extent the terms of the DIP Term Sheet differ in any material respect from the terms of this Interim Order, this Final Order shall control.

8. Approval of DIP Loan Documents. The terms and conditions of the DIP Term Sheet are hereby approved. The Debtors are hereby authorized to execute the DIP Term Sheet and such additional documents, instruments, and agreements as may be reasonably required by the DIP Lender to implement the terms or effectuate the purposes of this Final Order.

9. DIP Term Loans Authorized. Immediately upon entry of the Interim Order, the Debtors were authorized to borrow the Initial Draw up to the principal amount of $2,500,000. Upon entry of this Final Order, the Debtors will be authorized to borrow the full amount of the DIP Commitment up to the aggregate principal amount of $6,000,000 under the terms of such DIP Loan Documents.

10. DIP Collateral. As security for the DIP Obligations (as defined herein), effective immediately upon entry of the Interim Order, pursuant to sections 361, 362, 364(c), and 364(d) of the Bankruptcy Code, the DIP Lender was granted valid, binding, continuing, enforceable, non-avoidable, and automatically and properly perfected security interests and DIP Liens (defined below) on all of the Debtors' assets owned whether now existing or hereafter arising and wherever located, tangible or intangible, of each of the Debtors (the "DIP Collateral"), including, without limitation, building improvements, Stalking Horse deposit, proceeds from the Duty Drawback (as defined in the DIP Term Sheet), inventory, accounts receivable, real and personal property, equipment, rights under leases and other contracts, patents, copyrights, licenses, trademarks, trade names and other intellectual property and capital stock of the Debtors, and the proceeds thereof (including, without limitation, proceeds from the disposition of real property, including non-residential leaseholds). For the avoidance of doubt, the DIP Collateral shall not include any

avoidance actions brought pursuant to chapter 5 of the Bankruptcy Code or section 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state law or foreign law equivalents (collectively, "Avoidance Actions"), and any director and officer claims and causes of action (collectively, "D&O Claims"); *provided,* however, the proceeds of such Avoidance Actions ("Avoidance Action Proceeds") shall be included in the DIP Collateral.

11. Notwithstanding anything in the Interim Order, Final Order, or the DIP Loan Documents to the contrary, in no event shall the DIP Collateral (and the DIP Liens) include: any leasehold interest solely with respect to the non-residential real property lease between the Debtor and KR 100 Hooper, LLC, as landlord, for the premises located at 100 Hooper Street, San Francisco, California, together with the sublease between the Debtor and Redwood Materials, Inc. for a portion of the premises (collectively, the "Hooper Lease"), to the extent such Hooper Lease prohibits or restricts the granting of liens thereon (except as permitted pursuant to applicable non-bankruptcy law); *provided, however*, that the DIP Collateral shall include the proceeds of any sale, assignment, or other disposition of the Hooper Lease, and any security deposits held by KR 100 Hooper, LLC under the Hooper Lease or the Debtor's interest in any prepaid rent under the Hooper Lease (provided that DIP Collateral shall include the Debtor's revisionary interests therein), in each case, unless such lien is expressly permitted under the Hooper Lease.

12. Nothing in the DIP Loan Documents or the Interim Order, or this Final Order is intended to alter the rights, if any, of KR 100 Hooper, LLC, as landlord under the Hooper Lease, with respect to insurance proceeds arising from or relating to the premises at 100 Hooper Street, San Francisco, California.

13. Notwithstanding anything to the contrary in the DIP Loan Documents, the Interim Order or this Final Order, the rights of the DIP Lender to use or occupy any premises subject to

the Hooper Lease between the Debtor and KR 100 Hooper, LLC, as landlord, for the premises located at 100 Hooper Street, San Francisco, California, shall be limited to: (a) any such rights agreed in writing by KR 100 Hooper, LLC; (b) any such rights under applicable non-bankruptcy law, if any; or (c) further order of the Court following notice and a hearing appropriate under the circumstances.

14. DIP Obligations. The DIP Term Loans include all loans made to or for the benefit of the Debtors on or after the Petition Date under the DIP Loan Documents, together with all fees and interest thereon, and all other fees and other liabilities owed by the Debtors to the DIP Lender under the DIP Loan Documents and this Final Order (collectively, the "DIP Obligations"). The DIP Term Loans shall: (i) bear interest payable at the rates set forth in the DIP Term Sheet; (ii) be secured in the manner specified herein; (iii) be payable in accordance with the terms of the DIP Term Sheet; and (iv) otherwise be governed by the terms set forth herein and in the DIP Term Sheet. The DIP Liens and DIP Obligations shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases, upon the conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (each such case or proceeding, a "Successor Case"), and/or upon the dismissal of the Chapter 11 Cases. The DIP Liens shall not be subject to the "equities of the case" exception of section 552 of the Bankruptcy Code, section 506(c) of the Bankruptcy Code, or section 551 of the Bankruptcy Code.

15. DIP Liens. Subject to the Carve Out, as set forth more fully in this Final Order, the DIP Lender is hereby granted the following security interests and liens, which shall immediately be valid, binding, automatically perfected, continuing, enforceable, and unavoidable (all liens and security interests granted to the DIP Lender pursuant to this Interim Order and this Final Order, the "DIP Liens"):

(a) Pursuant to Bankruptcy Code sections 507(b) and 364(c)(1), an allowed claim in the Chapter 11 Cases that has priority over any and all administrative expenses and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) or 507(b); and

(b) Pursuant to section 364(d)(1) of the Bankruptcy Code, valid, enforceable, fully perfected security interests in and first priority priming liens upon all of the Debtors' rights in property of the Debtors' estates as of the Petition Date, and all of the Debtors' rights in property acquired post-petition (and proceeds thereof), whether now existing or hereafter acquired or arising, which liens shall be subject to the Carve Out.

16. Perfection of DIP Liens. The DIP Liens automatically attached to the DIP Collateral and become valid and perfected immediately upon entry of the Interim Order without the requirement of any further action by the DIP Lender; *provided*, *however*, that if the DIP Lender determines to file any mortgages, financing statements, notice of liens or similar instruments, the Debtors will cooperate and assist in any such filings and the automatic stay shall be modified to allow such filing.

17. DIP Lien Priority. The DIP Liens shall secure all of the DIP Obligations, to the extent and subject to the priorities set forth herein, and shall at all times have a higher priority and shall remain senior to the rights of the Debtors, any prepetition lenders, any chapter 7 or chapter 11 trustee, and any other secured, administrative priority, unsecured or other claims of any party in the Chapter 11 Cases (subject only to the Carve Out or except as otherwise (and solely to the extent) expressly provided herein), and the DIP Liens and the DIP Super-Priority Claims (as defined herein) granted herein shall not be made or become subject, junior, or subordinated to any

"priming" or other liens, nor made *pari passu* with any other lien, security interest, or claim heretofore or hereafter granted under section 364 of the Bankruptcy Code or otherwise, in the Chapter 11 Cases (subject only to the Carve Out) or any Successor Cases.

18. Citizens Bank. Notwithstanding anything in this Final Order or the Interim Order to the contrary, any liens granted pursuant to this Final Order or the Interim Order (including the DIP Liens) shall be subordinate to any liens or security interests held by Citizens Bank, N.A. (or one of its affiliates) to the extent such liens or security interests are valid, perfected, enforceable and unavoidable as of the Petition Date.

19. DIP Super-Priority Claims. The DIP Obligations shall, pursuant to section 364(c)(1) of the Bankruptcy Code, at all times constitute allowed super-priority administrative expense claims (the "DIP Super-Priority Claims") of the DIP Lender against the Debtors and be payable from and have recourse to all assets and property of the Debtors. Subject only to the Carve Out, the DIP Super-Priority Claims shall have priority over any and all other administrative expenses, adequate protection claims, diminution in value claims, and all other claims asserted against the Debtors now existing or hereafter arising of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all other administrative expenses or other claims arising under any other provisions of the Bankruptcy Code, including sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(b), 506(b), 506(c), 507(a), 507(b), 507(d), 546, 726, 1113, or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other nonconsensual lien, levy, or attachment. The DIP Super-Priority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered an administrative expense allowed under section 503(b) of the Bankruptcy Code and shall be payable

from and have recourse to all pre- and post-petition assets and property, whether existing on the Petition Date or thereafter acquired, of the Debtors and all proceeds thereof. Other than as expressly provided herein with respect to the Carve Out, no costs or expenses of administration, including, without limitation, Professional Fees allowed and payable under sections 328, 330, and 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in the Chapter 11 Cases or in any Successor Cases and no priority claims are or will be senior to, prior to, or *pari passu* with the DIP Liens, the DIP Super-Priority Claims, or any of the DIP Obligations or with any other claims of the DIP Lender arising hereunder or otherwise in connection with the DIP Facility.

20. No Obligation to Extend Credit. The DIP Lender shall have no obligation to make any loan under the DIP Term Sheet unless all of the conditions precedent under the DIP Term Sheet and this Final Order have been satisfied in full or waived by the DIP Lender in its sole discretion in accordance with the terms of the DIP Term Sheet.

21. Use of Proceeds of the DIP Term Loans. As a condition to providing the DIP Facility, the DIP Lender requires, and the Debtors have agreed, that all proceeds of the DIP Term Loans shall be used or applied solely for the purposes expressly permitted in, and in a manner consistent with, the Approved Budget (as defined herein), including (i) to pay transaction costs, fees and expenses that are incurred in connection with the DIP Facility, including professional fees of the DIP Lender; to pay professional fees of the Debtors and other estate professionals;(ii) for working capital and other general corporate purposes permitted by Bankruptcy Court orders and the approved Budget, including any ordinary course costs and expenses of administration of the Chapter 11 Cases which do not require Bankruptcy Court approval.

22. Maturity Date. Pursuant to the DIP Term Sheet and any applicable DIP Loan

Documents subsequently approved by the Court, on the applicable Maturity Date, all DIP Obligations shall be immediately due and payable, all commitments to extend credit under the applicable DIP Facility will terminate.

23. Certain Events of Default. The occurrence of any of the following events, unless waived by the DIP Lender in writing, shall constitute an event of default (collectively, the "Events of Default"): (a) any "Event of Default" identified in this Final Order; (b) the failure of the Debtors to perform, in any respect, any of the terms, provisions, conditions, covenants, or obligations under this Final Order; or (c) the occurrence of an "Event of Default" under the DIP Term Sheet.

24. Rights and Remedies Upon Event of Default. The automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to the extent necessary to permit the DIP Lender to enforce all rights under the DIP Term Sheet and any applicable DIP Loan Documents (subject to the terms of this Final Order) and (i) upon the occurrence and during the continuation of an Event of Default that has not been waived by the DIP Lender or the Maturity Date, declare by written notice (A) the termination, reduction or restriction of any further DIP Commitment to the extent any such DIP Commitment remains and (B) all DIP Obligations to be immediately due and payable, without presentment, demand, protest, or other notice of any kind, all of which are expressly waived by the Debtors (such notice, a "Termination Notice") (which notice shall be filed on the docket of these Chapter 11 Cases) and (ii) upon the occurrence and during the continuation of an Event of Default that has not been waived by the DIP Lender or the Maturity Date, after the giving of five (5) business days' prior written notice (such five (5) business day period, the "Remedies Notice Period") to counsel to the Debtors, counsel to the Committee , and the U.S. Trustee, the DIP Lender may, subject to the terms of this Final Order, exercise all rights and remedies provided for in the DIP Term Sheet, applicable DIP Loan Documents and applicable law,

including (a) immediately terminate and/or revoke the Debtors' right under this Final Order and any other DIP Loan Documents to use any postpetition cash collateral; (b) terminate the DIP Facility and any DIP Loan Documents as to any future liability or obligation of the DIP Lender but without affecting any of the DIP Obligations or the DIP Liens securing such DIP Obligations; (c) declare all DIP Obligations to be immediately due and payable; and (d) invoke the right to charge interest at the default rate under the DIP Loan Documents. Following the delivery of such notice and prior to exercising remedies with respect to any DIP Collateral, the DIP Lender shall file a motion (the "Stay Relief Motion") seeking emergency relief from the automatic stay. In any hearing regarding any exercise of rights or remedies under the DIP Loan Documents, the Debtors may seek relief from the Court seeking to stay the DIP Lender's exercise of any rights and remedies. The Debtors shall not object to any request for such Stay Relief Motion to be heard on shortened notice. Until such time as the Stay Relief Motion has been adjudicated by the Court, the Debtors shall continue to have the right to use post petition cash collateral solely to pay necessary expenses to avoid irreparable harm to the Debtors' estates, fund the Carve Out in accordance with the terms of this Final Order and the Approved Budget during the Remedies Notice Period and pending any final determination from the Court. As soon as reasonably practicable following receipt of a Termination Notice, the Debtors shall file a copy of the same on the docket of the Chapter 11 Cases.

25. Authorization to Use Cash Collateral. All cash and cash equivalents of the Debtors, whenever or wherever acquired, and the proceeds of all collateral pledged to the DIP Lender, constitute "Cash Collateral", as contemplated by section 363(a) of the Bankruptcy Code. Based on the testimony of the Debtors, the Court finds no prepetition lender has a claim to cash collateral. Subject to the terms and conditions of this Final Order, and in a manner consistent with the

Approved Budget, the Debtors are authorized to use the DIP Lender's Cash Collateral. Nothing in this Final Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or either Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this Final Order (including with respect to the Carve Out).

26. Binding Effect. Upon the entry of the Interim Order, the Interim Order and the DIP Term Sheet constituted valid, binding and continuing obligations of the Debtors, enforceable against each Debtor in accordance with the terms thereof. No obligation, payment, transfer or grant of security under the DIP Term Sheet, any DIP Loan Documents or this Final Order shall be stayed, restrained, voided, voidable, or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim.

27. Amendment of the DIP Term Sheet. The Debtors and the DIP Lender may enter into one or more amendments, waivers, consents, or other modifications to and under the DIP Term Sheet, in each case, in accordance with the terms of the applicable DIP Term Sheet and in such form as the Debtors and DIP Lender agree, in the DIP Lender's sole discretion, and no further approval of this Court shall be required for any amendment, waiver, consent, or other modification to and under the DIP Term Sheet (and any fees paid in connection therewith) that does not materially and adversely affect the Debtors or which does not (i) shorten the maturity of the DIP Facility, (ii) increase the principal amount of or the rate of interest on the DIP Facility, or (iii) change any event of default, add any covenants, or amend the covenants to be materially more restrictive; provided, however, any such material amendment, waiver, consent, or other modification shall be subject to further Court approval. Copies of all amendments and modifications to and under the DIP Term Sheet, regardless of materiality, shall be provided to the

U.S. Trustee, the Prepetition Lender, and the Committee, prior to any such amendment or modification becoming effective and binding on the Debtors and their Estates. No consent to any such amendment, waiver, consent, or modification shall be implied by any action, inaction, or acquiescence of the DIP Lender.

28. Carve Out. Notwithstanding anything to the contrary in this Final Order, the DIP Facility shall be subject and subordinate to the carve out described herein (the "Carve Out"). The Carve Out is, collectively, (a) all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee pursuant to 28 U.S.C. §1930(a) *plus* interest at the statutory rate, if any, pursuant to 31 U.S.C § 3717 (without regard to the Carve-Out Trigger Notice (as defined below)), (b) reasonable fees and expenses incurred by a trustee and payable under section 726(b) of the Bankruptcy Code in an aggregate amount not to exceed $50,000 (without regard to the Carve-Out Trigger Notice), and (c) to the extent allowed at any time, all accrued unpaid fees and expenses of the professionals retained by the Debtors and, subject to amounts set forth in any approved budget that (i) are incurred on or prior to the two business days succeeding the date of delivery of the Carve-Out Trigger Notice, or (ii) are incurred after the second business day succeeding the date of delivery of a Carve-Out Trigger Notice, subject to an aggregate cap (for all fees included in (ii)) of $250,000 for estate professionals, subject to the terms of the Approved Budget, the Interim Order, the Final Order and any other interim or other compensation orders entered by the Court that are incurred:

(a) at any time before delivery to the Debtors of a Carve Out Trigger Notice (as defined herein), whether allowed by the Court prior to the delivery of a Carve Out Trigger Notice, subject to any limits imposed by the Approved Budget, the Interim Order or Final Order; and

(b) after the occurrence and during the continuance of an Event of Default (as defined below) and delivery of written notice thereof, (the "Carve Out Trigger Notice"), (which may be by email) to the Debtors, the Debtors' counsel, the United States Trustee, and counsel for the Committee, , in an aggregate amount not to exceed $250,000 for estate professionals; *provided*, *however*, that nothing herein shall be construed to impair the ability of any party in interest with standing to object to the fees, expenses, reimbursement or compensation described in clauses (i) or (ii)(a) or (ii)(b) above, on any grounds.

29. Reserve / Escrow for Professional Fees. Contemporaneously with the initial funding of the DIP Term Loans, the Debtors will transfer cash proceeds from the DIP Facility in an amount equal to the total budgeted weekly fees and expenses incurred by the estate's retained professionals for the first two weekly periods set forth in any approved budget and thereafter on a weekly basis until receipt of a Carve-Out Trigger Notice, in each case, excluding any other transaction fees of any investment banker of the Debtors, into an escrow account to be established by the Debtors, with notice to the DIP Lender, in connection with the Chapter 11 Cases, which shall be earmarked and held in trust to pay unpaid fees and expenses incurred by estate professionals, to the extent allowed by the Court at any time, prior to any and all other claims in the Chapter 11 Cases (the "Professional Fee Reserve").

30. Amounts funded into the Professional Fee Reserve shall be considered used by the estate professionals at such time as they are deposited into the Professional Fee Reserve for distribution to professionals in accordance with orders of the Bankruptcy Court. Any amounts remaining in the Professional Fee Reserve after payment of allowed fees and expenses shall be DIP Collateral. The Professional Fee Reserve shall not constitute a cap on the professional fees included in the Carve-Out.

31. Approved Budget. The Approved Budget attached hereto as **Exhibit 1** constitutes an "Approved Budget." By 3:00 pm Central Time on Wednesday of each week, commencing with the first full calendar week following the date the Interim Order is entered, a report calculating the variances to the Approved Budget (and the reasons therefore) in form and substance satisfactory to the DIP Lender and every four weeks on a recurring basis, starting with the first full calendar week following the date the Interim Order was entered, the Debtors will submit a new Budget (each, a "Proposed Budget") to the DIP Lender and Committee, which Proposed Budget modified and superseded any prior Budget upon the approval of the DIP Lender in its reasonable discretion (which approval may be delivered by the DIP Lender by e-mail correspondence); *provided* that (i) the most recently delivered Proposed Budget shall be deemed approved three (3) Business Days following delivery thereof to the DIP Lender, unless the DIP Lender shall object to the same in writing on or before such date and (ii) if the DIP Lender objects to such Proposed Budget, the Debtors and the DIP Lender, in consultation with the Committee, will work in good faith to reconcile the Proposed Budget; *provided, further,* that, for the avoidance of doubt, until the conditions for the most recently delivered Proposed Budget are met, the prior Approved Budget shall remain in full force and effect for all purposes.

32. Budget Compliance. The Debtors shall at all times comply with the Approved Budget and shall not conduct their business in a manner that causes cash disbursements for "Total Operating Disbursements" line in the Approved Budget to materially deviate upward by greater than fifteen percent (15.0%) (the "Permitted Variances") from the applicable Approved Budget for each Test Period. A Test Period consists of cumulative weekly increments starting with the first week of each Approved Budget and ending with the fourth week of each Approved Budget. Test Period will reset with each new Approved Budget. Following the initial Budget Period, if

approval of the Budget for any subsequent Budget Period is unreasonably withheld by the DIP Lender, the prior Budget will continue to apply, but, for the avoidance of doubt, the calculation of Permitted Variances will nonetheless re-set. In the event of a dispute between the Debtors and DIP Lender regarding Permitted Variances from the Approved Budget, the Court may, after notice and an expedited hearing, determine whether such variance constitutes an Event of Default.

33. For the avoidance of doubt, the Budget for Restructuring Professional Fees with respect to the estate professionals shall apply until the DIP Obligations are satisfied in full and no longer apply thereafter.

34. Reporting and Information. Following the Closing Date, the Debtors shall provide to the DIP Lender and Committee a weekly sales process and marketing update and a weekly status update concerning the recoupment of the Duty Drawback refund process in form and substance acceptable to the DIP Lender, including, but not limited to, written updates and telephonic or virtual meetings. The Debtors shall also make the Debtors' professionals reasonably available upon reasonable notice for telephonic or virtual meetings to update the DIP Lender and the DIP Professionals on all matters affecting the Debtors and the Chapter 11 Case, including with respect to the efforts to market and sell the DIP Collateral, including facilities closures (if any), miscellaneous equipment sales, or any other significant development in the Chapter 11 Cases. The budget variance analysis should be accompanied by a general discussion of budget variances equal to or exceeding 7.5%. Any documentation or reports required under this Final Order shall be contemporaneously provided to the Committee.

35. Milestones. The Debtors shall comply with the Milestones set forth in the DIP Term Sheet (each of which may be extended or waived without further order of the Court upon

the prior written consent of the DIP Lender in its discretion, which may be by email, and in consultation with the Committee).

36. Section 364(e) Protections. If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacation or stay shall not affect (a) the validity of any DIP Obligations incurred pursuant this Final Order, the DIP Term Sheet or applicable DIP Loan Documents, or (b) the validity or enforceability of any claim, lien, security interest or priority authorized or created hereby or thereby. Notwithstanding any such reversal, modification, vacation or stay, the DIP Obligations shall be governed in all respects by the provisions of this Final Order, the DIP Term Sheet and applicable DIP Loan Documents, and the DIP Lender shall be entitled to all of the rights, remedies, protections and benefits granted under Bankruptcy Code section 364(e), the Interim Order, the Final Order, the DIP Term Sheet and applicable DIP Loan Documents with respect to all incurrence of the DIP Obligations.

37. Approval of DIP Fees. In consideration for the DIP Facility and the consent to the use of DIP Lender's Cash Collateral in accordance with the terms of the Interim Order and the Final Order, the DIP Lender shall be paid all fees, expenses, and other amounts payable under the DIP Term Sheet as such become due, including, without limitation, the Diligence Fee ($50,000), the prepetition Work Fee already paid, the Commitment Fee (3.90%), the Funding Fee (1.0%), and the Exit Fee (1.75%). In the event of a refinancing, as set forth herein, the DIP Lender shall be paid all reasonable and documented out-of-pocket costs and expenses, including legal fees of the DIP Lender, financial advisor fees, and other similar fees, costs and expenses incurred in connection with the DIP Facility and the Chapter 11 Cases, including, without limitation, the reasonable and documented fees and expenses of counsel to the DIP Lender (all such fees, together, the "DIP Fees"). The DIP Fees shall be fully earned as set forth herein, and payable in accordance

with the terms of the DIP Term Sheet in each case, without the need for any further order of this Court. Specifically, the Commitment Fee was fully earned, non-refundable and payable as of the date of entry of the Interim Order. The Funding Fee shall be fully earned, non-refundable, and payable as draws are made in accordance with the DIP Term Sheet and Approved Budget. The Exit Fee shall be paid upon the amount of the DIP Term Loan Commitment at the closing of a sale, refinancing, or pursuant to a plan, if any. The DIP Fees shall be part of the DIP Obligations.

38. Payment of DIP Lender's Fees and Expenses. The Debtors are authorized and directed to pay the reasonable and documented fees, costs, and expenses of the DIP Lender in connection with these Chapter 11 Cases, including any and all expenses of the DIP Lender's counsel and professional advisors (the "Lender Professionals"), including reasonable fees and expenses incurred prior to the Petition Date, and the Lender Professionals shall not be required to comply with the U.S. Trustee's fee guidelines; *provided*, *however*, that the DIP Lender shall submit such professional fee invoices to the Debtors, counsel for the Debtors, the U.S. Trustee, and counsel for the Committee. Such invoices shall be sufficiently detailed as to enable a determination as to the reasonableness of such fees and expenses; *provided*, *however*, that the invoices may be reasonably redacted to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine or other applicable privilege. If the Debtors, U.S. Trustee or the Committee, object to the reasonableness of the fees and expenses of any of the Lender Professionals and cannot resolve such objection within ten (10) days of receipt of such invoices, then any of the foregoing parties may file an objection with the Court and such objections shall be limited to the issue of reasonableness of the fees and expenses

of the applicable invoice submitted by the Lender Professional. Any failure by any such party to timely file an objection within such ten (10) day period shall constitute a waiver of such party's right to object to the applicable invoice. Notwithstanding any provision herein to the contrary, any objection to, and any hearing on an objection to, payment of any fees, costs, and expenses set forth in a professional fee invoice in respect of Lender Professionals shall be limited to the reasonableness of the amounts or particular items or categories of the fees, costs, and expenses that are the subject of such objection. The Debtors shall timely pay in accordance with the terms of the Interim Order and this Final Order all undisputed fees and expenses of the Lender Professionals, including any undisputed fees and expenses on any invoice to which an objection has been timely filed, and any amounts allowed by the Court after resolution of any such objection. Any and all reasonable fees, costs and expenses of any Lender Professionals owed and not yet paid by the Debtors in connection with the negotiation and preparation of the DIP Term Sheet, including the Work Fee, and the Interim Order and Final Order are hereby approved in full.

39. Section 506(c) Claims. Except to the extent of the Carve Out, no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from any DIP Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Lender, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lender; and the Debtors shall irrevocably waive and shall be prohibited from asserting any claim described in this paragraph, under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the DIP Lender upon the DIP Collateral.

40. Section 552(b). (a) the DIP Lender shall be entitled to all rights and benefits of section 552(b) of the Bankruptcy Code, (b) the "equities of the case" exception under sections 552(b)(1) and (2) of the Bankruptcy Code shall not apply to such parties with respect to the proceeds, products, rents, issues or profits of any of the DIP Collateral or the Prepetition Collateral, and (c) no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, may be charged against proceeds, product, offspring or profits from any of the DIP Collateral or the Prepetition Collateral under section 552(b) of the Bankruptcy Code.

41. Credit Bidding. Notwithstanding anything set forth in the Bidding Procedures Order, the DIP Lender shall have the right to credit bid (pursuant to section 363(k) of the Bankruptcy Code and/or other applicable law) on a dollar-for-dollar basis any or all of the full amount of the respective outstanding DIP Obligations up to the full amount of the DIP Obligations, in connection with any sales occurring under or pursuant to section 363 of the Bankruptcy Code, any plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or a sale or disposition by a chapter 7 trustee for the Debtors in these Chapter 11 Cases (any of the foregoing sales or dispositions, a "Sale") and shall not be prohibited from making such credit bid "for cause" under section 363(k) of the Bankruptcy Code. Without limiting the foregoing, the DIP Lender may assign all or any portion of the DIP Obligations owed to it to an acquisition vehicle, affiliate, or any other Person (any such Person, the "DIP Assignee"). The DIP Assignee shall have the right to "credit bid" any prepetition or post-petition secured obligations so assigned to it or assigned to or owned by any of its affiliated entities in any sale of the Debtors' assets.

42. Marshaling. The DIP Lender shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral as applicable;

provided, however, that the DIP Lender shall use commercially reasonable efforts to first obtain recoveries from DIP Collateral other than the Avoidance Proceeds and the Duty Drawback. Such reasonable efforts shall include delaying recovery from any Avoidance Proceeds and Duty Drawback until the closing of a going-concern sale pursuant to the Debtors' §363 sale process (the "Sale Closing").

43. Release of DIP Lender. The Debtors, on their own behalf and their Estates, forever and irrevocably: (i) releases, discharges, and acquits the DIP Lender and each of its former or current officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors-in-interest, solely in their respective capacities as such, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every type, solely with respect to or relating to the negotiation and entry into any DIP Loan Documents, including, without limitation, any so-called "lender liability" or equitable subordination claims or defenses; and (ii) waives, discharges and releases any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) as to the validity, perfection, priority, enforceability, and avoidability of the DIP Liens and the DIP Obligations; *provided, however*, that the foregoing release and waiver with respect to the DIP Lender, DIP Liens, and DIP Obligations in this paragraph shall only cover such claims, causes of action, obligations, and defenses arising up to and including entry of the Final Order and the second draw under the DIP Facility.

44. Indemnification. The Debtors will indemnify and hold harmless the DIP Lender and its respective affiliates, officers, directors, employees, agents, advisors, attorneys, financial advisors, and representatives from and against all losses, liabilities (including coverage of

environmental liabilities), claims, damages or other expenses arising out of or relating to the DIP Loan Documents and the Debtors' use of the financing provided thereunder. The indemnification will survive and continue for the benefit of all such persons or entities.

45. No Waiver by Failure to Seek Relief. The failure of the DIP Lender to seek relief or otherwise exercise their rights and remedies under this Final Order, the DIP Term Sheet, any other DIP Loan Documents or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise.

46. Miscellaneous Provisions. Immediately upon entry of this Final Order, the provisions of this Final Order shall be binding upon and inure to the benefit of the DIP Lender, the Debtors, and their respective successors and assigns. The provisions of this Final Order and any actions taken pursuant thereto (a) shall survive the entry of any order (i) confirming any chapter 11 plan in the Chapter 11 Cases that is not a DIP Lender approved plan, (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (iii) dismissing the Chapter 11 Cases; and (b) shall continue in full force and effect notwithstanding the entry of any such order, and the claims, liens, and security interests granted pursuant to this Final Order shall maintain their priority as provided by this Final Order until all of the DIP Obligations are indefeasibly paid in full and discharged in accordance with the terms of this Final Order, the DIP Term Sheet and any applicable DIP Loan Documents.

47. Waiver of Stay. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 7062 or 9024, any other Bankruptcy Rule or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

48. Retention of Jurisdiction. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order or the DIP Term Sheet.

49. Final Order Governs. In the event of any inconsistency between the provisions of the Interim Order, this Final Order and the DIP Documents the provisions of this Final Order shall govern.

50. General Authorization. The Debtors and the DIP Lender are authorized to take any and all actions necessary to effectuate the relief granted in this Final Order in consultation with the Committee.

Signed: _____, 2025.

THE HONORABLE CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
Forecast Period	1	2	3	4	5	6	7	8	9	10	11	12	13	
Week Ending	12/19/2025	12/26/2025	1/2/2026	1/9/2026	1/16/2026	1/23/2026	1/30/2026	2/6/2026	2/13/2026	2/20/2026	2/27/2026	3/6/2026	3/13/2026	Total Fcst
Receipts														
Asset Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Disbursements														
Wages & Benefits	(90,000)	(84,000)	(74,000)	(61,000)	(61,000)	(61,000)	(61,000)	(34,000)	(34,000)	(34,000)	(34,000)	(34,000)	(34,000)	(696,000)
Rent	-	(247,000)	(262,000)	-	-	-	(213,000)	-	-	-	(213,000)	-	-	(935,000)
Insurance	-	-	(30,000)	-	-	-	(5,000)	-	-	-	-	(200,000)	-	(235,000)
Taxes	(1,500)	-	-	(1,500)	-	-	-	(21,500)	-	-	-	(1,500)	-	(26,000)
Vendor Payables	(40,000)	(50,000)	(45,000)	(36,250)	(26,250)	(36,250)	(26,250)	(33,750)	(26,250)	(33,750)	(26,250)	(33,500)	(26,000)	(439,500)
Total Operating Disbursements	**(131,500)**	**(381,000)**	**(411,000)**	**(98,750)**	**(87,250)**	**(97,250)**	**(305,250)**	**(89,250)**	**(60,250)**	**(67,750)**	**(273,250)**	**(269,000)**	**(60,000)**	**(2,331,500)**
Non-Operating Disbursements														
Restructuring Professional Fees	(366,000)	(122,000)	(122,000)	(336,000)	(240,000)	(192,000)	(192,000)	(202,500)	(202,500)	(202,500)	(202,500)	(247,750)	(109,750)	(2,737,500)
Cash Interest and Fees	(309,000)	-	-	-	-	-	(15,000)	-	-	-	(15,000)	-	-	(339,000)
Total Non-Operating Disbursements	**(675,000)**	**(122,000)**	**(122,000)**	**(336,000)**	**(240,000)**	**(192,000)**	**(207,000)**	**(202,500)**	**(202,500)**	**(202,500)**	**(217,500)**	**(247,750)**	**(109,750)**	**(3,076,500)**
Total Disbursements	**(806,500)**	**(503,000)**	**(533,000)**	**(434,750)**	**(327,250)**	**(289,250)**	**(512,250)**	**(291,750)**	**(262,750)**	**(270,250)**	**(490,750)**	**(516,750)**	**(169,750)**	**(5,408,000)**
Net Cash Flow	**$ (806,500)**	**$ (503,000)**	**$ (533,000)**	**$ (434,750)**	**$ (327,250)**	**$ (289,250)**	**$ (512,250)**	**$ (291,750)**	**$ (262,750)**	**$ (270,250)**	**$ (490,750)**	**$ (516,750)**	**$ (169,750)**	**$ (5,408,000)**
Cash Balance														
Beginning Cash Balance	$ 587,187	$ 2,280,687	$ 1,777,687	$ 1,244,687	$ 809,937	$ 482,687	$ 193,437	$ 1,181,187	$ 889,437	$ 626,687	$ 356,437	$ 1,365,687	$ 848,937	$ 587,187
Net Cash Flow	(806,500)	(503,000)	(533,000)	(434,750)	(327,250)	(289,250)	(512,250)	(291,750)	(262,750)	(270,250)	(490,750)	(516,750)	(169,750)	(5,408,000)
DIP Draw	2,500,000	-	-	-	-	-	1,500,000	-	-	-	1,500,000	-	-	5,500,000
DIP (Paydown)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash Balance	**$ 2,280,687**	**$ 1,777,687**	**$ 1,244,687**	**$ 809,937**	**$ 482,687**	**$ 193,437**	**$ 1,181,187**	**$ 889,437**	**$ 626,687**	**$ 356,437**	**$ 1,365,687**	**$ 848,937**	**$ 679,187**	**$ 679,187**
DIP Balance	**$ 2,500,000**	**$ 2,500,000**	**$ 2,511,736**	**$ 2,511,736**	**$ 2,511,736**	**$ 2,511,736**	**$ 4,040,937**	**$ 4,040,937**	**$ 4,040,937**	**$ 4,040,937**	**$ 5,582,879**	**$ 5,582,879**	**$ 5,582,879**	**$ 5,582,879**

Note: This budget is subject to revision in the event that there is a Qualified Bid

Exhibit B

Redline of the Final DIP Order

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

In re:	§	
	§	
AMPLE, INC., *et al.*,[1]	§	Case No. 25-90817 (CML)
	§	Chapter 11
Debtors.	§	(Jointly Administered)
	§	

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN SENIOR SECURED PRIMING SUPERPRIORITY POSTPETITION FINANCING, AND GRANT LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (II) MODIFYING THE AUTOMATIC STAY, (III) SCHEDULING A FINAL HEARING, AND (IV) GRANTING RELATED RELIEF
(Relates to Docket Nos. 5 & 27)

The Court has reviewed and considered the motion (the "DIP Motion")[2] of Ample Texas EV, LLC, and Ample, Inc., each a debtor and debtor in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), pursuant to sections 105, 361, 362, 363, 364, 503, 506, 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rules 2002-1, 4001-1, 4002-1 and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Local Rules"), and the Procedures for Complex Cases in the Southern District of Texas (the "Complex Case Procedures" and, together with the Bankruptcy Local Rules, the "Local Rules") promulgated by the United States Bankruptcy Court for the Southern District of Texas (the "Court") seeking, among other things:

[1] The Debtors in these 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 final order (this "Final Order") is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

[2] Capitalized terms used but not defined herein are given the meanings ascribed to such terms in the DIP Motion or the DIP Term Sheet, as applicable.

(A) final authorization for the Debtors to obtain senior secured post-petition financing (the "DIP Facility") consisting of multi-draw term loans (the "DIP Term Loans") in a principal amount not to exceed $6,000,000 (the "DIP Term Loan Commitment") from Twelve Bridge Capital, LLC (the "DIP Lender") pursuant to that certain DIP Term Sheet agreement by and among the Debtors, as Borrowers, the DIP Lender, as Lender, (the "DIP Term Sheet" and, together with any definitive documents, instruments, amendments, schedules or exhibits among the parties, the "DIP Loan Documents"); $2,500,000 of which became available upon entry of the Interim Order (the "Initial Draw");

(B) final approval of the terms of the DIP Term Sheet and to perform such other and further acts as may be required by the DIP Lender in connection with any DIP Loan Document;

(C) final authorization for the Debtors to use the proceeds of the DIP Term Loans as expressly provided in the DIP Loan Documents and solely in accordance with this Final Order and the applicable approved Budget;

(D) final authorization for the Debtors to grant to the DIP Lender superpriority administrative claims pursuant to section 364(c)(1) of the Bankruptcy Code payable from and secured by Liens pursuant to section 364(c)(2) and 364(c)(3) of the Bankruptcy Code and priming liens pursuant to section 364(d) of the Bankruptcy Code on, all prepetition and post-petition property of the Debtors' estates and all proceeds thereof (except as otherwise expressly provided herein), in each case subject to the Carve Out;

(E) waiver of the Debtors' right to surcharge the DIP Collateral pursuant to section 506(c) of the Bankruptcy Code subject to the provisions set forth below;

(F) waiver of the equitable doctrine of "marshaling" and other similar doctrines as to the DIP Lender, in each case subject to the provisions set forth below;

(G) modification of the automatic stay to the extent set forth herein and in the DIP Loan Documents; and

(H) approving the relief granted herein on a final basis and authorizing the Debtors to forthwith borrow from the DIP Lender under the DIP Loan Documents up to the full amount of the DIP Facility.

The Court has considered the DIP Motion, all pleadings related thereto, including all objections to the DIP Motion, as well as the evidence submitted, and the oral arguments of record made by the Debtors at the Interim Hearing held on December 18, 2025 and the Final Hearing held on January ~~8~~12, 2026. After due deliberation and consideration, the Court finds and concludes that good and sufficient cause exists to enter this Final Order, as follows:[3]

1. Petition Date. On December 16, 2025 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court commencing the Chapter 11 Cases.

2. Debtors in Possession. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

3. Jurisdiction and Venue. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28

[3] 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. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

U.S.C. §§ 1408 and 1409. The Court may enter a final order consistent with Article III of the United States Constitution.

4. Committee Formation. On December 30, 2025, the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Committee") in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

5. ~~4.~~ Notice. Proper, timely, adequate, and sufficient notice of the Interim and Final Hearings and the relief requested in the DIP Motion has been provided to (a) the U.S. Trustee, (b) U.S. Bank Equipment Finance and Raymond Leasing Corporation, (c) counsel to the DIP Lender (Fishel Law Group), (d) counsel to the ~~Official~~ Committee ~~of General Unsecured Creditors (the "Committee"~~ (Dykema Gossett PLLC and Porzio, Bromberg & Newman, P.C.); (e) all other parties asserting a lien on or a security interest in the assets of the Debtors to the extent reasonably known to the Debtors, (f) the United States Attorney's Office for the Southern District of Texas, (g) the Internal Revenue Service, (h) those creditors holding the 30 largest unsecured claims against the Debtors' estates, (i) the state attorneys general for states in which the Debtors conduct business, and (j) any additional party identified in section E of the Complex Case Procedures.

6. ~~5.~~ Findings Regarding the DIP Term Loans.

(a) *Need for Post-Petition Financing*. The Debtors have an immediate and critical need to obtain the DIP Facility. The Debtors' ability to obtain the DIP Term Loans is critical to their efforts to obtain the best value for their assets pursuant to any financing or sale transactions to be effectuated by the Debtors in these Chapter 11 Cases.

(b) *No Credit Available on More Favorable Terms*. The DIP Lender has indicated a willingness to provide the Debtors with the DIP Term Loans on the terms and conditions set forth in this Final Order and in the DIP Term Sheet. After considering all of the alternatives, the Debtors have concluded, in an exercise of their sound business judgment, that the DIP Term Loans to be provided by the DIP Lender pursuant to the terms of this Final Order and the DIP Term Sheet represent the best financing presently available to the Debtors. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain: (a) unsecured credit having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a) and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Debtors and their Estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their Estates that is subject to a lien. Given their current financial condition, financing arrangements, and capital structure, the Debtors have been unable to obtain credit on more favorable terms and conditions than those provided in this Final Order.

(c) *Priming of the Prepetition Liens*. The priming of the Prepetition Liens on the Prepetition Collateral under section 364(d) of the Bankruptcy Code, as contemplated by the DIP Term Sheet and as further described below, will enable the Debtors to obtain the DIP Facility and to continue to operate their businesses for the benefit of their estates and creditors, and the Debtors would not be able to obtain debtors-in-possession financing in a sufficient amount without the Court granting such priming liens. Consistent with the requirements of section 364(d) of the Bankruptcy Code, any prepetition secured lender (if it exists) shall receive adequate protection as set forth in this Final Order pursuant to sections 361, 363, and 364 of the

Bankruptcy Code, against any post-petition diminution in value of any such prepetition lenders' respective liens and interests in any of their prepetition collateral (including Cash Collateral, of which the Debtors assert there is none prepetition) resulting from, among other things, (i) the use, sale, or lease by the Debtors of such collateral, (ii) the market value decline of such collateral, (iii) the use of alleged prepetition Cash Collateral by the Debtors, (iv) the imposition of the automatic stay, (v) the subordination of any prepetition liens and prepetition secured obligations to the Carve-Out, the DIP Liens, and the DIP Obligations, in each case, as set forth in this Final Order, and (vi) any other act or omission which causes diminution in the value of their respective liens or interests in any prepetition collateral (including prepetition Cash Collateral, should any exist) (collectively, "Diminution").

(d) *Good Cause Shown*. Good cause has been shown for immediate entry of this Final Order pursuant to Bankruptcy Rule 4001(c)(2), and, to the extent it applies, Bankruptcy Rule 6003, as the Court finds that entry of this Final Order is necessary to avoid immediate and irreparable harm to the Debtors and their estates. Entry of this Final Order is in the best interest of the Debtors, their estates, and creditors. The terms of the DIP Term Sheet are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

(e) *Good Faith*. The Debtors and the DIP Lender have negotiated the terms and conditions of the DIP Term Sheet and this Final Order in good faith and at arm's-length, and any credit extended and loans made to the Debtors pursuant to this Final Order shall be, and hereby are, deemed to have been extended, issued or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code.

7. ~~6.~~ Disposition. The DIP Motion is approved on a final basis on the terms and conditions set forth in this Final Order. This Final Order shall become effective immediately upon its entry. Any objections that were made to the DIP Motion or the entry of this Final Order (to the extent such objections have not been withdrawn, waived, resolved, or settled) are hereby overruled on the merits. To the extent the terms of the DIP Term Sheet differ in any material respect from the terms of this Interim Order, this Final Order shall control.

8. ~~7.~~ Approval of DIP Loan Documents. The terms and conditions of the DIP Term Sheet are hereby approved. The Debtors are hereby authorized to execute the DIP Term Sheet and such additional documents, instruments, and agreements as may be reasonably required by the DIP Lender to implement the terms or effectuate the purposes of this Final Order.

9. ~~8.~~ DIP Term Loans Authorized. Immediately upon entry of the Interim Order, the Debtors were authorized to borrow the Initial Draw up to the principal amount of $2,500,000. Upon entry of ~~the~~this Final Order, the Debtors will be authorized to borrow the full amount of the DIP Commitment up to the aggregate principal amount of $6,000,000 under the terms of such DIP Loan Documents.

10. ~~9.~~ DIP Collateral. As security for the DIP Obligations (as defined herein), effective immediately upon entry of the Interim Order, pursuant to sections 361, 362, 364(c), and 364(d) of the Bankruptcy Code, the DIP Lender was granted valid, binding, continuing, enforceable, non-avoidable, and automatically and properly perfected security interests and DIP Liens (defined below) on all of the Debtors' assets owned whether now existing or hereafter arising and wherever located, tangible or intangible, of each of the Debtors (the "DIP Collateral"), including, without limitation, building improvements, Stalking Horse deposit, proceeds from the Duty Drawback (as defined in the DIP Term Sheet), inventory, accounts

receivable, real and personal property, equipment, rights under leases and other contracts, patents, copyrights, licenses, trademarks, trade names and other intellectual property and capital stock of the Debtors, and the proceeds thereof (including, without limitation, proceeds from the disposition of real property, including non-residential leaseholds). For the avoidance of doubt, the DIP Collateral shall not include any avoidance actions brought pursuant to chapter 5 of the Bankruptcy Code or section 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state law or foreign law equivalents (~~such actions,~~ collectively, "Avoidance Actions"), and any director and officer claims and causes of action (collectively, "D&O Claims"); *provided,* however, the proceeds of such Avoidance Actions ("Avoidance Action Proceeds") shall be included in the DIP Collateral.

11. ~~10.~~ Notwithstanding anything in the Interim Order, Final Order, or the DIP Loan Documents to the contrary, in no event shall the DIP Collateral (and the DIP Liens) include: any leasehold interest solely with respect to the non-residential real property lease between the Debtor and KR 100 Hooper, LLC, as landlord, for the premises located at 100 Hooper Street, San Francisco, California, together with the sublease between the Debtor and Redwood Materials, Inc. for a portion of the premises (collectively, the "Hooper Lease"), to the extent such Hooper Lease prohibits or restricts the granting of liens thereon (except as permitted pursuant to applicable non-bankruptcy law); *provided, however*, that the DIP Collateral shall include the proceeds of any sale, assignment, or other disposition of the Hooper Lease, and any security deposits held by KR 100 Hooper, LLC under the Hooper Lease or the Debtor's interest in any prepaid rent under the Hooper Lease (provided that DIP Collateral shall include the Debtor's revisionary interests therein), in each case, unless such lien is expressly permitted under the Hooper Lease.

12. ~~11.~~ Nothing in the DIP Loan Documents or the Interim Order, or this Final Order is intended to alter the rights, if any, of KR 100 Hooper, LLC, as landlord under the Hooper Lease, with respect to insurance proceeds arising from or relating to the premises at 100 Hooper Street, San Francisco, California.

13. ~~12.~~ Notwithstanding anything to the contrary in the DIP Loan Documents, the Interim Order or this Final Order, the rights of the DIP Lender to use or occupy any premises subject to the Hooper Lease between the Debtor and KR 100 Hooper, LLC, as landlord, for the premises located at 100 Hooper Street, San Francisco, California, shall be limited to: (a) any such rights agreed in writing by KR 100 Hooper, LLC; (b) any such rights under applicable non-bankruptcy law, if any; or (c) further order of the Court following notice and a hearing appropriate under the circumstances.

14. ~~13.~~ DIP Obligations. The DIP Term Loans include all loans made to or for the benefit of the Debtors on or after the Petition Date under the DIP Loan Documents, together with all fees and interest thereon, and all other fees and other liabilities owed by the Debtors to the DIP Lender under the DIP Loan Documents and this Final Order (collectively, the "DIP Obligations"). The DIP Term Loans shall: (i) bear interest payable at the rates set forth in the DIP Term Sheet; (ii) be secured in the manner specified herein; (iii) be payable in accordance with the terms of the DIP Term Sheet; and (iv) otherwise be governed by the terms set forth herein and in the DIP Term Sheet. The DIP Liens and DIP Obligations shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases, upon the conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (each such case or proceeding, a "Successor Case"), and/or upon the dismissal of the Chapter 11 Cases. The DIP Liens shall not be subject to the "equities of the

case" exception of section 552 of the Bankruptcy Code, section 506(c) of the Bankruptcy Code, or section 551 of the Bankruptcy Code.

15. ~~14.~~ DIP Liens. Subject to the Carve Out, as set forth more fully in this Final Order, the DIP Lender is hereby granted the following security interests and liens, which shall immediately be valid, binding, automatically perfected, continuing, enforceable, and unavoidable (all liens and security interests granted to the DIP Lender pursuant to this Interim Order and this Final Order, the "DIP Liens"):

(a) Pursuant to Bankruptcy Code sections 507(b) and 364(c)(1), an allowed claim in the Chapter 11 Cases that has priority over any and all administrative expenses and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) or 507(b); and

(b) Pursuant to section 364(d)(1) of the Bankruptcy Code, valid, enforceable, fully perfected security interests in and first priority priming liens upon all of the Debtors' rights in property of the Debtors' estates as of the Petition Date, and all of the Debtors' rights in property acquired post-petition (and proceeds thereof), whether now existing or hereafter acquired or arising, which liens shall be subject to the Carve Out.

16. ~~15.~~ Perfection of DIP Liens. The DIP Liens automatically attached to the DIP Collateral and become valid and perfected immediately upon entry of the Interim Order without the requirement of any further action by the DIP Lender; *provided*, *however*, that if the DIP Lender determines to file any mortgages, financing statements, notice of liens or similar instruments, the Debtors will cooperate and assist in any such filings and the automatic stay shall be modified to allow such filing.

17. ~~16.~~ DIP Lien Priority. The DIP Liens shall secure all of the DIP Obligations, to the extent and subject to the priorities set forth herein, and shall at all times have a higher priority and shall remain senior to the rights of the Debtors, any prepetition lenders, any chapter 7 or chapter 11 trustee, and any other secured, administrative priority, unsecured or other claims of any party in the Chapter 11 Cases (subject only to the Carve Out or except as otherwise (and solely to the extent) expressly provided herein), and the DIP Liens and the DIP Super-Priority Claims (as defined herein) granted herein shall not be made or become subject, junior, or subordinated to any "priming" or other liens, nor made *pari passu* with any other lien, security interest, or claim heretofore or hereafter granted under section 364 of the Bankruptcy Code or otherwise, in the Chapter 11 Cases (subject only to the Carve Out) or any Successor Cases.

18. Citizens Bank. Notwithstanding anything in this Final Order or the Interim Order to the contrary, any liens granted pursuant to this Final Order or the Interim Order (including the DIP Liens) shall be subordinate to any liens or security interests held by Citizens Bank, N.A. (or one of its affiliates) to the extent such liens or security interests are valid, perfected, enforceable and unavoidable as of the Petition Date.

19. ~~17.~~ DIP Super-Priority Claims. The DIP Obligations shall, pursuant to section 364(c)(1) of the Bankruptcy Code, at all times constitute allowed super-priority administrative expense claims (the "DIP Super-Priority Claims") of the DIP Lender against the Debtors and be payable from and have recourse to all assets and property of the Debtors. Subject only to the Carve Out, the DIP Super-Priority Claims shall have priority over any and all other administrative expenses, adequate protection claims, diminution in value claims, and all other claims asserted against the Debtors now existing or hereafter arising of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b)

and 507(b) of the Bankruptcy Code, and over any and all other administrative expenses or other claims arising under any other provisions of the Bankruptcy Code, including sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(b), 506(b), 506(c), 507(a), 507(b), 507(d), 546, 726, 1113, or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other nonconsensual lien, levy, or attachment. The DIP Super-Priority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered an administrative expense allowed under section 503(b) of the Bankruptcy Code and shall be payable from and have recourse to all pre- and post-petition assets and property, whether existing on the Petition Date or thereafter acquired, of the Debtors and all proceeds thereof. Other than as expressly provided herein with respect to the Carve Out, no costs or expenses of administration, including, without limitation, Professional Fees allowed and payable under sections 328, 330, and 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in the Chapter 11 Cases or in any Successor Cases and no priority claims are or will be senior to, prior to, or *pari passu* with the DIP Liens, the DIP Super-Priority Claims, or any of the DIP Obligations or with any other claims of the DIP Lender arising hereunder or otherwise in connection with the DIP Facility.

20. ~~18.~~ No Obligation to Extend Credit. The DIP Lender shall have no obligation to make any loan under the DIP Term Sheet unless all of the conditions precedent under the DIP Term Sheet and this Final Order have been satisfied in full or waived by the DIP Lender in its sole discretion in accordance with the terms of the DIP Term Sheet.

21. ~~19.~~ Use of Proceeds of the DIP Term Loans. As a condition to providing the DIP Facility, the DIP Lender requires, and the Debtors have agreed, that all proceeds of the DIP Term Loans shall be used or applied solely for the purposes expressly permitted in, and in a manner

consistent with, the Approved Budget (as defined herein), including (i) to pay transaction costs, fees and expenses that are incurred in connection with the DIP Facility, including professional fees of the DIP Lender; to pay professional fees of the Debtors and other estate professionals;(ii) for working capital and other general corporate purposes permitted by Bankruptcy Court orders and the approved Budget, including any ordinary course costs and expenses of administration of the Chapter 11 Cases which do not require Bankruptcy Court approval.

22. ~~20.~~ Maturity Date. Pursuant to the DIP Term Sheet and any applicable DIP Loan Documents subsequently approved by the Court, on the applicable Maturity Date, all DIP Obligations shall be immediately due and payable, all commitments to extend credit under the applicable DIP Facility will terminate.

23. ~~21.~~ Certain Events of Default. The occurrence of any of the following events, unless waived by the DIP Lender in writing, shall constitute an event of default (collectively, the "Events of Default"): (a) any "Event of Default" identified in this Final Order; (b) the failure of the Debtors to perform, in any respect, any of the terms, provisions, conditions, covenants, or obligations under this Final Order; or (c) the occurrence of an "Event of Default" under the DIP Term Sheet.

24. ~~22.~~ Rights and Remedies Upon Event of Default. The automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to the extent necessary to permit the DIP Lender to enforce all rights under the DIP Term Sheet and any applicable DIP Loan Documents (subject to the terms of this Final Order) and (i) upon the occurrence and during the continuation of an Event of Default that has not been waived by the DIP Lender or the Maturity Date, declare by written notice (A) the termination, reduction or restriction of any further DIP Commitment to the extent any such DIP Commitment remains and (B) all DIP Obligations to be

immediately due and payable, without presentment, demand, protest, or other notice of any kind, all of which are expressly waived by the Debtors (such notice, a "Termination Notice") (which notice shall be filed on the docket of these Chapter 11 Cases) and (ii) upon the occurrence and during the continuation of an Event of Default that has not been waived by the DIP Lender or the Maturity Date, after the giving of five (5) business days' prior written notice (such five (5) business day period, the "Remedies Notice Period") to counsel to the Debtors, counsel to the Committee ~~(if any)~~, and the U.S. Trustee, the DIP Lender may, subject to the terms of this Final Order, exercise all rights and remedies provided for in the DIP Term Sheet, applicable DIP Loan Documents and applicable law, including (a) immediately terminate and/or revoke the Debtors' right under this Final Order and any other DIP Loan Documents to use any postpetition cash collateral; (b) terminate the DIP Facility and any DIP Loan Documents as to any future liability or obligation of the DIP Lender but without affecting any of the DIP Obligations or the DIP Liens securing such DIP Obligations; (c) declare all DIP Obligations to be immediately due and payable; and (d) invoke the right to charge interest at the default rate under the DIP Loan Documents. Following the delivery of such notice and prior to exercising remedies with respect to any DIP Collateral, the DIP Lender shall file a motion (the "Stay Relief Motion") seeking emergency relief from the automatic stay. In any hearing regarding any exercise of rights or remedies under the DIP Loan Documents, the Debtors may seek relief from the Court seeking to stay the DIP Lender's exercise of any rights and remedies. The Debtors shall not object to any request for such Stay Relief Motion to be heard on shortened notice. Until such time as the Stay Relief Motion has been adjudicated by the Court, the Debtors shall continue to have the right to use post petition cash collateral solely to pay necessary expenses to avoid irreparable harm to the Debtors' estates, fund the Carve Out in accordance with the terms of this Final Order and the

Approved Budget during the Remedies Notice Period and pending any final determination from the Court. As soon as reasonably practicable following receipt of a Termination Notice, the Debtors shall file a copy of the same on the docket of the Chapter 11 Cases.

25. ~~23.~~ Authorization to Use Cash Collateral. All cash and cash equivalents of the Debtors, whenever or wherever acquired, and the proceeds of all collateral pledged to the DIP Lender, constitute "Cash Collateral", as contemplated by section 363(a) of the Bankruptcy Code. Based on the testimony of the ~~Debtor~~Debtors, the Court finds no prepetition lender has a claim to cash collateral. Subject to the terms and conditions of this Final Order, and in a manner consistent with the Approved Budget, the Debtors are authorized to use the DIP Lender's Cash Collateral. Nothing in this Final Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or either Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this Final Order (including with respect to the Carve Out).

26. ~~24.~~ Binding Effect. Upon the entry of the Interim Order, the Interim Order and the DIP Term Sheet constituted valid, binding and continuing obligations of the Debtors, enforceable against each Debtor in accordance with the terms thereof. No obligation, payment, transfer or grant of security under the DIP Term Sheet, any DIP Loan Documents or this Final Order shall be stayed, restrained, voided, voidable, or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim.

27. ~~25.~~ Amendment of the DIP Term Sheet. The Debtors and the DIP Lender may enter into one or more amendments, waivers, consents, or other modifications to and under the DIP Term Sheet, in each case, in accordance with the terms of the applicable DIP Term Sheet

and in such form as the Debtors and DIP Lender agree, in the DIP Lender's sole discretion, and no further approval of this Court shall be required for any amendment, waiver, consent, or other modification to and under the DIP Term Sheet (and any fees paid in connection therewith) that does not materially and adversely affect the Debtors or which does not (i) shorten the maturity of the DIP Facility, (ii) increase the principal amount of or the rate of interest on the DIP Facility, or (iii) change any event of default, add any covenants, or amend the covenants to be materially more restrictive; provided, however, any such material amendment, waiver, consent, or other modification shall be subject to further Court approval. Copies of all amendments and modifications to and under the DIP Term Sheet, regardless of materiality, shall be provided to the U.S. Trustee, the Prepetition Lender, and the Committee, ~~if any,~~ prior to any such amendment or modification becoming effective and binding on the Debtors and their Estates. No consent to any such amendment, waiver, consent, or modification shall be implied by any action, inaction, or acquiescence of the DIP Lender.

28. ~~26.~~ Carve Out. Notwithstanding anything to the contrary in this Final Order, the DIP Facility shall be subject and subordinate to the carve out described herein (the "Carve Out"). The Carve Out is, collectively, (a) all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee ~~(the "U.S. Trustee")~~ pursuant to 28 U.S.C. §1930(a) *plus* interest at the statutory rate, if any, pursuant to 31 U.S.C § 3717 (without regard to the Carve-Out Trigger Notice (as defined below)), (b) reasonable fees and expenses incurred by a trustee and payable under section 726(b) of the Bankruptcy Code in an aggregate amount not to exceed $50,000 (without regard to the Carve-Out Trigger Notice), and (c) to the extent allowed at any time, all accrued unpaid fees and expenses of the professionals retained by the Debtors and, subject to amounts set forth in any approved budget that (i) are incurred on or prior to the

two business days succeeding the date of delivery of the Carve-Out Trigger Notice, or (ii) are incurred after the second business day succeeding the date of delivery of a Carve-Out Trigger Notice, subject to an aggregate cap (for all fees included in (ii)) of $250,000 for ~~the Debtors'~~estate professionals, subject to the terms of the Approved Budget, the Interim Order, the Final Order and any other interim or other compensation orders entered by the Court that are incurred:

(a) at any time before delivery to the Debtors of a Carve Out Trigger Notice (as defined herein), whether allowed by the Court prior to the delivery of a Carve Out Trigger Notice, subject to any limits imposed by the Approved Budget, the Interim Order or Final Order; and

(b) after the occurrence and during the continuance of an Event of Default (as defined below) and delivery of written notice thereof, (the "Carve Out Trigger Notice"), (which may be by email) to the Debtors, the Debtors' counsel, the United States Trustee, and ~~lead~~ counsel for the Committee, ~~if any~~, in an aggregate amount not to exceed $250,000 for ~~the Debtors' Professionals~~estate professionals; *provided*, *however*, that nothing herein shall be construed to impair the ability of any party in interest with standing to object to the fees, expenses, reimbursement or compensation described in clauses (i) or (ii)(a) or (ii)(b) above, on any grounds.

29. ~~27.~~ Reserve / Escrow for Professional Fees. Contemporaneously with the initial funding of the DIP Term Loans, the Debtors will transfer cash proceeds from the DIP Facility in an amount equal to the total budgeted weekly fees and expenses incurred by the ~~Debtors'~~estate's retained professionals for the first two weekly periods set forth in any approved budget and thereafter on a weekly basis until receipt of a Carve-Out Trigger Notice, in each case,

excluding any other transaction fees of any investment banker of the Debtors, into an escrow account to be established by the Debtors, with notice to the DIP Lender, in connection with the Chapter 11 Cases, which shall be earmarked and held in trust to pay unpaid fees and expenses incurred by estate professionals, to the extent allowed by the Court at any time, prior to any and all other claims in the Chapter 11 Cases (the "Professional Fee Reserve").

30. ~~28.~~ Amounts funded into the Professional Fee Reserve shall be considered used by the ~~Debtors~~estate professionals at such time as they are deposited into the Professional Fee Reserve for distribution to professionals in accordance with orders of the Bankruptcy Court. Any amounts remaining in the Professional Fee Reserve after payment of allowed fees and expenses shall be DIP Collateral. The Professional Fee Reserve shall not constitute a cap on the professional fees included in the Carve-Out.

31. ~~29.~~ Approved Budget. The Approved Budget attached hereto as **Exhibit 1** constitutes an "Approved Budget." By ~~3:00pm~~3:00 pm Central Time on Wednesday of each week, commencing with the first full calendar week following the date the Interim Order is entered, a report calculating the variances to the Approved Budget (and the reasons therefore) in form and substance satisfactory to the DIP Lender and every four weeks on a recurring basis, starting with the first full calendar week following the date the Interim Order was entered, the Debtors ~~submitted~~will submit a new Budget (each, a "Proposed Budget") to the DIP Lender and Committee, which Proposed Budget modified and superseded any prior Budget upon the approval of the DIP Lender in its reasonable discretion (which approval may be delivered by the DIP Lender by e-mail correspondence); *provided* that (i) the most recently delivered Proposed Budget shall be deemed approved three (3) Business Days following delivery thereof to the DIP

Lender, unless the DIP Lender shall object to the same in writing on or before such date and (ii) if the DIP Lender objects to such Proposed Budget, the Debtors and the DIP Lender, in consultation with the Committee, will work in good faith to reconcile the Proposed Budget; *provided, further,* that, for the avoidance of doubt, until the conditions for the most recently delivered Proposed Budget are met, the prior Approved Budget shall remain in full force and effect for all purposes.

32. ~~30.~~ Budget Compliance. The Debtors shall at all times comply with the Approved Budget and shall not conduct their business in a manner that causes cash disbursements for "Total Operating Disbursements" line in the Approved Budget to materially deviate upward by greater than fifteen percent (15.0%) (the "Permitted Variances") from the applicable Approved Budget for each Test Period. A Test Period consists of cumulative weekly increments starting with the first week of each Approved Budget and ending with the fourth week of each Approved Budget. Test Period will reset with each new Approved Budget. Following the initial Budget Period, if approval of the Budget for any subsequent Budget Period is unreasonably withheld by the DIP Lender, the prior Budget will continue to apply, but, for the avoidance of doubt, the calculation of Permitted Variances will nonetheless re-set. In the event of a dispute between the Debtors and DIP Lender regarding Permitted Variances from the Approved Budget, the Court may, after notice and an expedited hearing, determine whether such variance constitutes an Event of Default.

33. For the avoidance of doubt, the Budget for Restructuring Professional Fees with respect to the estate professionals shall apply until the DIP Obligations are satisfied in full and no longer apply thereafter.

34. ~~31.~~ Reporting and Information. Following the Closing Date, the Debtors shall provide to the DIP Lender and Committee a weekly sales process and marketing update and a weekly status update concerning the recoupment of the Duty Drawback refund process in form and substance acceptable to the DIP Lender, including, but not limited to, written updates and telephonic or virtual meetings. The Debtors shall also make the Debtors' professionals reasonably available upon reasonable notice for telephonic or virtual meetings to update the DIP Lender and the DIP Professionals on all matters affecting the Debtors and the Chapter 11 Case, including with respect to the efforts to market and sell the DIP Collateral, including facilities closures (if any), miscellaneous equipment sales, or any other significant development in the Chapter 11 Cases. The budget variance analysis should be accompanied by a general discussion of budget variances equal to or exceeding 7.5%. Any documentation or reports required under this Final Order shall be contemporaneously provided to the Committee.

35. ~~32.~~ Milestones. The Debtors shall comply with the Milestones set forth in the DIP Term Sheet (each of which may be extended or waived without further order of the Court upon the prior written consent of the DIP Lender in its discretion, which may be by email, and in consultation with the Committee).

36. ~~33.~~ Section 364(e) Protections. If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacation or stay shall not affect (a) the validity of any DIP Obligations incurred pursuant this Final Order, the DIP Term Sheet or applicable DIP Loan Documents, or (b) the validity or enforceability of any claim, lien, security interest or priority authorized or created hereby or thereby. Notwithstanding any such reversal, modification, vacation or stay, the DIP Obligations shall be governed in all respects by the provisions of this Final Order, the DIP Term Sheet and applicable DIP Loan

Documents, and the DIP Lender shall be entitled to all of the rights, remedies, protections and benefits granted under Bankruptcy Code section 364(e), the Interim Order, the Final Order, the DIP Term Sheet and applicable DIP Loan Documents with respect to all incurrence of the DIP Obligations.

37. ~~34.~~ Approval of DIP Fees. In consideration for the DIP Facility and the consent to the use of DIP Lender's Cash Collateral in accordance with the terms of the Interim Order and the Final Order, the DIP Lender shall be paid all fees, expenses, and other amounts payable under the DIP Term Sheet as such become due, including, without limitation, the Diligence Fee ($50,000), the prepetition Work Fee already paid, the Commitment Fee (3.90%), the Funding Fee (1.0%), and the Exit Fee (1.75%). In the event of a refinancing, as set forth herein, the DIP Lender shall be paid all reasonable and documented out-of-pocket costs and expenses, including legal fees of the DIP Lender, financial advisor fees, and other similar fees, costs and expenses incurred in connection with the DIP Facility and the Chapter 11 Cases, including, without limitation, the reasonable and documented fees and expenses of counsel to the DIP Lender (all such fees, together, the "DIP Fees"). The DIP Fees shall be fully earned as set forth herein, and payable in accordance with the terms of the DIP Term Sheet in each case, without the need for any further order of this Court. Specifically, the Commitment Fee was fully earned, non-refundable and payable as of the date of entry of the Interim Order. The Funding Fee shall be fully earned, non-refundable, and payable as draws are made in accordance with the DIP Term Sheet and Approved Budget. The Exit Fee shall be paid upon the amount of the DIP Term Loan Commitment at the closing of a sale, refinancing, or pursuant to a plan, if any. The DIP Fees shall be part of the DIP Obligations.

38. ~~35.~~ Payment of DIP Lender's Fees and Expenses. The Debtors are authorized and directed to pay the reasonable and documented fees, costs, and expenses of the DIP Lender in connection with these Chapter 11 Cases, including any and all expenses of the DIP Lender's counsel and professional advisors (the "Lender Professionals"), including reasonable fees and expenses incurred prior to the Petition Date, and the Lender Professionals shall not be required to comply with the U.S. Trustee's fee guidelines; *provided*, *however*, that the DIP Lender shall submit such professional fee invoices to the Debtors, counsel for the Debtors, the U.S. Trustee, and counsel for the Committee~~, if any~~. Such invoices shall be sufficiently detailed as to enable a determination as to the reasonableness of such fees and expenses; *provided*, *however*, that the invoices may be reasonably redacted to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine or other applicable privilege. If the Debtors, U.S. Trustee or the Committee~~, if any~~, object to the reasonableness of the fees and expenses of any of the Lender Professionals and cannot resolve such objection within ten (10) days of receipt of such invoices, then any of the foregoing parties may file an objection with the Court and such objections shall be limited to the issue of reasonableness of the fees and expenses of the applicable invoice submitted by the Lender Professional. Any failure by any such party to timely file an objection within such ten (10) day period shall constitute a waiver of such party's right to object to the applicable invoice. Notwithstanding any provision herein to the contrary, any objection to, and any hearing on an objection to, payment of any fees, costs, and expenses set forth in a professional fee invoice in respect of Lender Professionals shall be limited to the reasonableness of the amounts or

particular items or categories of the fees, costs, and expenses that are the subject of such objection. The Debtors shall timely pay in accordance with the terms of ~~this~~the Interim Order and this Final Order all undisputed fees and expenses of the Lender Professionals, including any undisputed fees and expenses on any invoice to which an objection has been timely filed, and any amounts allowed by the Court after resolution of any such objection. Any and all reasonable fees, costs and expenses of any Lender Professionals owed and not yet paid by the Debtors in connection with the negotiation and preparation of the DIP Term Sheet, including the Work Fee, and the Interim Order and Final Order are hereby approved in full.

39. ~~36.~~ Section 506(c) Claims. Except to the extent of the Carve Out, no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from any DIP Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Lender, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lender; and the Debtors shall irrevocably waive and shall be prohibited from asserting any claim described in this paragraph, under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the DIP Lender upon the DIP Collateral.

40. ~~37.~~ Section 552(b). (a) the DIP Lender shall be entitled to all rights and benefits of section 552(b) of the Bankruptcy Code, (b) the "equities of the case" exception under sections 552(b)(1) and (2) of the Bankruptcy Code shall not apply to such parties with respect to the proceeds, products, rents, issues or profits of any of the DIP Collateral or the Prepetition Collateral, and (c) no expenses of administration of the Chapter 11 Cases or any future

proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, may be charged against proceeds, product, offspring or profits from any of the DIP Collateral or the Prepetition Collateral under section 552(b) of the Bankruptcy Code.

41. ~~38.~~ Credit Bidding. Notwithstanding anything set forth in the Bidding Procedures Order, the DIP Lender shall have the right to credit bid (pursuant to section 363(k) of the Bankruptcy Code and/or other applicable law) on a dollar-for-dollar basis any or all of the full amount of the respective outstanding DIP Obligations up to the full amount of the DIP Obligations, in connection with any sales occurring under or pursuant to section 363 of the Bankruptcy Code, any plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or a sale or disposition by a chapter 7 trustee for the Debtors in these Chapter 11 Cases (any of the foregoing sales or dispositions, a "Sale") and shall not be prohibited from making such credit bid "for cause" under section 363(k) of the Bankruptcy Code. Without limiting the foregoing, the DIP Lender may assign all or any portion of the DIP Obligations owed to it to an acquisition vehicle, affiliate, or any other Person (any such Person, the "DIP Assignee"). The DIP Assignee shall have the right to "credit bid" any prepetition or post-petition secured obligations so assigned to it or assigned to or owned by any of its affiliated entities in any sale of the Debtors' assets.

42. ~~39. No~~ Marshaling. The DIP Lender shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral as applicable; *provided*, however, that the DIP Lender shall use commercially reasonable efforts to first obtain recoveries from DIP Collateral other than the Avoidance Proceeds and the Duty Drawback. Such reasonable efforts shall include delaying recovery from any Avoidance

Proceeds and Duty Drawback until the closing of a going-concern sale pursuant to the Debtors' §363 sale process (the "Sale Closing").

43. ~~40.~~ Release of DIP Lender. The Debtors, on their own behalf and their Estates, forever and irrevocably: (i) releases, discharges, and acquits the DIP Lender and each of its former or current officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors-in-interest, solely in their respective capacities as such, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every type, solely with respect to or relating to the negotiation and entry into any DIP Loan Documents, including, without limitation, any so-called "lender liability" or equitable subordination claims or defenses; and (ii) waives, discharges and releases any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) as to the validity, perfection, priority, enforceability, and avoidability of the DIP Liens and the DIP Obligations; *provided, however*, that the foregoing release and waiver with respect to the DIP Lender, DIP Liens, and DIP Obligations in this paragraph shall only cover such claims, causes of action, obligations, and defenses arising up to and including entry of the Final Order and the second draw under the DIP Facility.

44. ~~41.~~ Indemnification. The Debtors will indemnify and hold harmless the DIP Lender and its respective affiliates, officers, directors, employees, agents, advisors, attorneys, financial advisors, and representatives from and against all losses, liabilities (including coverage of environmental liabilities), claims, damages or other expenses arising out of or relating to the DIP Loan Documents and the Debtors' use of the

financing provided thereunder. The indemnification will survive and continue for the benefit of all such persons or entities.

45. ~~42.~~ No Waiver by Failure to Seek Relief. The failure of the DIP Lender to seek relief or otherwise exercise their rights and remedies under this Final Order, the DIP Term Sheet, any other DIP Loan Documents or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise.

46. ~~43.~~ Miscellaneous Provisions. Immediately upon entry of this Final Order, the provisions of this Final Order shall be binding upon and inure to the benefit of the DIP Lender, the Debtors, and their respective successors and assigns. The provisions of this Final Order and any actions taken pursuant thereto (a) shall survive the entry of any order (i) confirming any chapter 11 plan in the Chapter 11 Cases that is not a DIP Lender approved plan, (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (iii) dismissing the Chapter 11 Cases; and (b) shall continue in full force and effect notwithstanding the entry of any such order, and the claims, liens, and security interests granted pursuant to this Final Order shall maintain their priority as provided by this Final Order until all of the DIP Obligations are indefeasibly paid in full and discharged in accordance with the terms of this Final Order, the DIP Term Sheet and any applicable DIP Loan Documents.

47. ~~44.~~ Waiver of Stay. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 7062 or 9024, any other Bankruptcy Rule or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

48. ~~45.~~ Retention of Jurisdiction. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order or the DIP Term Sheet.

49. Final Order Governs. In the event of any inconsistency between the provisions of the Interim Order, this Final Order and the DIP Documents the provisions of this Final Order shall govern.

50. ~~46.~~ General Authorization. The Debtors and the DIP Lender are authorized to take any and all actions necessary to effectuate the relief granted in this Final Order in consultation with the Committee.

Signed: _____, 2025.

THE HONORABLE CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

Summary report: **Litera Compare for Word 11.9.1.1 Document comparison done on 1/12/2026 9:31:31 AM**	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: nd://4898-0481-7030/3/Ample - Final DIP Order.docx	
Modified DMS: nd://4898-0481-7030/6/Ample - Final DIP Order.docx	
Changes:	
Add	84
~~Delete~~	64
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	148

Exhibit C

Revised Proposed Bidding Procedures Order

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

In re:	§	
	§	
AMPLE, INC., *et al.*,[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 (including being subject to any Stalking Horse Objection), 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 13, 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") and the Official Committee of Unsecured Creditors (the "Committee"), 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 and the Committee) 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 l** 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. 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 and the Committee 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. 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

10. The Bid Deadline shall be **March 2, 2026 at 5:00 p.m. (prevailing Central Time)**.

11. The Debtors, in consultation with the DIP Lender and the Committee, 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.

12. The Auction, if an auction is necessary, shall be held at **10:00 a.m. (prevailing Central Time) on March 4, 2026**, telephonically, and/or by video via Zoom 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, the Committee, 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.

13. 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; (iv) counsel to the Committee; and (v) any party requesting notice pursuant to Bankruptcy Rule 2002.

14. 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 **March 6, 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.

15. 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 and the Committee, the Debtors may change the format of the Auction to a closed bid auction in lieu of a public Auction with incremental bidding.

16. 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.

17. 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, the Committee 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, the Committee and the DIP Lender promptly upon the selection of the Successful Bid.

18. Notwithstanding anything in this Order, the Bidding Procedures, or the Sale Motion, no Qualified Bid or combination of Qualified Bids may be designated as the Successful Bid or approved by the Court unless such Qualified Bid (or Qualified Bids) provide for the payment, in immediately available funds at closing, of the obligations owing to the DIP Lender under the DIP Term Sheet and DIP Order, including outstanding principal, accrued and unpaid interest, fees, costs, expenses, and any other amounts required to be paid upon repayment, unless the DIP Lender expressly consents in writing to alternative treatment.

19. The Debtors explicitly reserve the right, in their business judgment and after consultation with the DIP Lender and Committee, 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.

20. 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 9, 2026 at ●:00 a.m. (prevailing Central Time)]**. The Sale Hearing may be adjourned by the Debtors, in consultation with the DIP Lender and the Committee, 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.

21. 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

22. 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) counsel to the Committee (c) the United States Trustee for the Southern District of Texas; (d) all other parties known to the Debtors who have or may have asserted liens, claims, encumbrances, or interests in or against the Assets; (e) the Debtors' thirty (30) largest unsecured creditors (on a consolidated basis); (f) all of the Debtors' creditors as required by Bankruptcy Rule 2002(a)(2); (g) federal, state, and local taxing authorities; (h) all parties that have requested notice pursuant to Bankruptcy Rule 2002; and (i) 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 20, 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)); (iii) proposed counsel to the Official Committee of Unsecured Creditors' (the "Committee"), Porzio, Bromberg & Newman, P.C., 100 Southgate Parkway, Morristown, NJ 07960, Attn: Rachel A. Parisi, Esq. (raparisi@pbnlaw.com), Christopher P. Mazza, Esq. (cpmazza@pbnlaw.com), and Jenny Zhou, Esq. (jzhou@pbnlaw) and (iv) 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

23. 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.

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

25. 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.

26. 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.

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

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

29. For the avoidance of doubt and notwithstanding anything contained in this Order, this Order does not approve the sale of the assets, the form and contents of the Stalking Horse Agreement, or authorize the consummation of the Sale, such approval and authorization (if any) to be considered only at the Sale Hearing and all rights of all parties in interest to object to such approval and authorization are reserved.

30. 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

Date and Time	Applicable Deadline
February 13, 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 20, 2026 at 5:00 p.m.	Sale Objection Deadline
March 2, 2026 at 5:00 p.m.	Bid Deadline
March 4, 2026 at 10:00 a.m.	Auction Date
March 6, 2026 at 5:00 p.m.	Supplemental Sale Objection Deadline
March 9, 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 Lender[2] and the Committee[3] 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

[2] "DIP Lender" shall mean Twelve Bridge Capital or any successor in interest.

[3] "Committee" shall mean the Official Committee of Unsecured Creditors.

consent of the DIP Lender, and enter into purchase agreements with respect to a Sale with such Stalking Horse 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 the Committee, 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 and the Committee, 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)); (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)) and (iv) proposed counsel to the Committee, Porzio, Bromberg & Newman, P.C., 100 Southgate Parkway, Morristown, NJ 07960, Attn: Rachel A. Parisi, Esq. (raparisi@pbnlaw.com), Christopher P. Mazza, Esq. (cpmazza@pbnlaw.com), and Jenny Zhou, Esq. (jzhou@pbnlaw)

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 March 2, 2026** (the "Bid Deadline"). The Bid Deadline may be extended by the Debtors in consultation with the DIP Lender and the Committee.

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 and the Committee 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 (in consultation with the Committee) 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 and Committee, 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 and the Committee (the "Minimum Initial Overbid Amount");[4]

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

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

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 (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 and the Committee, 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, in consultation with the Committee, 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 and Committee, 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 and the Committee, 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, including the ability to close a transaction, and the timing thereof (including any anticipated delays to Closing and the cost to the Debtors of such delays), (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, the DIP Lender, and the Committee , as necessary (the "Evaluation Criteria"); 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 **March 4, 2026 at 10:00 a.m. (prevailing Central Time)** [telephonically or otherwise 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. Unless otherwise agreed by the Debtor (after consultation with the Committee), in addition to estate professionals and the DIP Lender (including its counsel), only the Stalking Horse Purchaser, if any, and any other Qualified Bidders who have submitted Qualified Bids (and their counsel) will be entitled to attend, with the Stalking Horse Purchaser and other Qualified Bidders entitled to 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 and the Committee (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 and the Committee, 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 and the Committee, 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 and the Committee, 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, which will be determined by considering, among other things, the Evaluation Criteria, (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 and the Committee, 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 9, 2026 at ●: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 Stocking 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 and the Committee, 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 and Committee, 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 D

Redline of the Bidding Procedures Order

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

In re:	§	
	§	
AMPLE, INC., *et al.*,[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

[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.

Stalking Horse 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 (including being subject to any Stalking Horse Objection), 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~~13, 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") and the Official Committee of Unsecured Creditors (the "Committee"), 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 and the Committee) 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 1** 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. 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 and the Committee 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. 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

10. ~~9.~~ The Bid Deadline shall be ~~**February 23**~~**March 2, 2026 at 5:00 p.m. (prevailing Central Time)**.

11. ~~10.~~ The Debtors, in consultation with the DIP Lender and the Committee, 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.

12. ~~11.~~ The Auction, if an auction is necessary, shall be held at **10:00 a.m. (prevailing Central Time) on** ~~**February 25**~~**March 4, 2026**, telephonically, and/or by video via Zoom 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, the Committee, 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.

13. ~~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) counsel to the Committee; and (v) any party requesting notice pursuant to Bankruptcy Rule 2002.

14. ~~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~~**March 6, 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.

15. ~~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 and the Committee, the Debtors may change the format of the Auction to a closed bid auction in lieu of a public Auction with incremental bidding.

16. ~~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.

17. ~~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, the Committee 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, the Committee and the DIP Lender promptly upon the selection of the Successful Bid.

18. ~~17.~~ Notwithstanding anything in this Order, the Bidding Procedures, or the Sale Motion, no Qualified Bid or combination of Qualified Bids may be designated as the Successful Bid or approved by the Court unless such Qualified Bid (or Qualified Bids) provide for the payment, in immediately available funds at closing, of the obligations owing to the DIP Lender under the DIP Term Sheet and DIP Order, including outstanding principal, accrued and unpaid interest, fees, costs, expenses, and any other amounts required to be paid upon repayment, unless the DIP Lender expressly consents in writing to alternative treatment.

19. ~~18.~~ The Debtors explicitly reserve the right, in their business judgment and after consultation with the DIP Lender and Committee, 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.

20. ~~19.~~ 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~~9, 2026 at ●:00 a.m. (prevailing Central Time)]**. The Sale Hearing may be adjourned by the Debtors, in consultation with the DIP Lender and the Committee, 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.

21. ~~20.~~ 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

22. ~~21.~~ 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) counsel to the Committee (c) the United States Trustee for the Southern District of Texas; (~~c~~d) all other parties known to the Debtors who have or may have asserted liens, claims, encumbrances, or interests in or against the Assets; (~~d~~e) the Debtors' thirty (30) largest unsecured creditors (on a consolidated basis); (~~e~~f) all of the Debtors' creditors as required by Bankruptcy Rule 2002(a)(2); (~~f~~g) federal, state, and local taxing authorities; (~~g~~h) all parties that have requested notice pursuant to Bankruptcy Rule 2002; and (~~h~~i) 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~~20, 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) proposed counsel to the Official Committee of Unsecured Creditors' (the "Committee"), Porzio, Bromberg & Newman, P.C., 100 Southgate Parkway, Morristown, NJ 07960, Attn: Rachel A. Parisi, Esq. (raparisi@pbnlaw.com), Christopher P. Mazza, Esq. (cpmazza@pbnlaw.com), and Jenny Zhou, Esq. (jzhou@pbnlaw) and (iv) 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

23. ~~22.~~ 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.

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

25. ~~24.~~ 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.

26. ~~25.~~ 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.

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

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

29. For the avoidance of doubt and notwithstanding anything contained in this Order, this Order does not approve the sale of the assets, the form and contents of the Stalking Horse Agreement, or authorize the consummation of the Sale, such approval and authorization (if any) to be considered only at the Sale Hearing and all rights of all parties in interest to object to such approval and authorization are reserved.

30. ~~28.~~ 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

Date and Time	Applicable Deadline
February ~~6~~13, 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~~20, 2026 at 5:00 p.m.	Sale Objection Deadline
~~February 23~~March 2, 2026 at 5:00 p.m.	Bid Deadline
~~February 25~~March 4, 2026 at 10:00 a.m.	Auction Date
~~February 27~~March 6, 2026 at 5:00 p.m.	Supplemental Sale Objection Deadline
March ~~2~~9, 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 Lender[2] and the Committee[3] to: (i) designate one or more bidders to act as stalking horse bidder in connection with the Sale (each, a "Stalking

[2] "DIP Lender" shall mean Twelve Bridge Capital or any successor in interest.

[3] "Committee" shall mean the Official Committee of Unsecured Creditors.

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 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 the Committee, 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 and the Committee, 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))~~.joshua.stenhjem@pillsburylaw.com)) and (iv) proposed counsel to the Committee, Porzio, Bromberg & Newman, P.C., 100 Southgate Parkway, Morristown, NJ 07960, Attn: Rachel A. Parisi, Esq. (raparisi@pbnlaw.com), Christopher P. Mazza, Esq. (cpmazza@pbnlaw.com), and Jenny Zhou, Esq. (jzhou@pbnlaw)

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~~March 2, 2026** (the "Bid Deadline"). The Bid Deadline may be extended by the Debtors in consultation with the DIP Lender and the Committee.

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 and the Committee 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 (in consultation with the Committee) 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 and Committee, 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 and the Committee (the "Minimum Initial Overbid Amount");[34]

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

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

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 (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 and the Committee, 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, in consultation with the Committee, 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 and Committee, 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 and the Committee, 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, including the ability to close a transaction, and the timing thereof (including any anticipated delays to Closing and the cost to the Debtors of such delays), (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, and the Committee , as necessary (the "Evaluation Criteria"); 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~~March 4, 2026 at 10:00 a.m. (prevailing Central Time)** [telephonically or otherwise 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. Unless otherwise agreed by the Debtor (after consultation with the Committee), in addition to estate professionals and the DIP Lender (including

its counsel), 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~~, with the Stalking Horse Purchaser and other Qualified Bidders entitled to 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 and the Committee (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 and the Committee, 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 and the Committee, 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 and the Committee, 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, which will be determined by considering, among other things, the Evaluation Criteria, (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 and the Committee, 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~~9, 2026 at ●: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 Stocking 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 and the Committee, 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 and Committee, 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.

Summary report: **Litera Compare for Word 11.9.1.1 Document comparison done on 1/12/2026 9:33:15 AM**	
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