Fill in this information to identify the case:

Debtor Ample, Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number 25-90817

Modified Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Jerry I. Speyer

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Jerry I. Speyer Tishman Speyer 45 Rockefeller Plaza - 8TH Floor New York, NY 10111	
Contact phone 2127150322	Contact phone
Contact email rwelch@tishmanspeyer.com	Contact email
(see summary page for notice party information)	
Uniform claim identifier (if you use one):	

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?

25908172601120523580003 86

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 133,510 . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Series C - Securities Interest

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

25908172601120523580000386

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/26/2026
MM / DD / YYYY

/s/Jerry I. Speyer
Signature

Print the name of the person who is completing and signing this claim:

Name: Jerry I. Speyer
First name Middle name Last name

Title: _____

Company: _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: _____

Contact phone _____ Email _____

25908172601120523580003 86

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 475-7847 | International (781) 575-2036

Debtor:
25-90817 - Ample, Inc.
District:
Southern District of Texas, Houston Division

Creditor:
Jerry I. Speyer
Tishman Speyer
45 Rockefeller Plaza - 8TH Floor
New York, NY, 10111
Phone:
2127150322
Phone 2:
Fax:
Email:
rwelch@tishmanspeyer.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor

Disbursement/Notice Parties:
Vincent Angelico
C/O TSP
45 Rockefeller Plaza - 8th Floor
New York, NY, 10111
Phone:
2127150358
Phone 2:
Fax:
E-mail:
vangelico@tishmanspeyer.com

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Series C - Securities Interest

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
133,510

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Jerry I. Speyer on 26-Jan-2026 9:40:51 a.m. Pacific Time
Title:
Company:

VN: BE188D5DC35E89365473A8EDFD5412D7

2017 Tax Information Statement

JERRY I. SPEYER

Account Number:
Tax ID Number: XXX-XX-7501
Ref: DSR

Date	Description	Payments	Receipts
11/28/2017	Other Disbursements FUNDS WIRED TO:FIRST REPUBLIC BANK ACCT: 80003055506 AMPLE, INC.	133,510.00	

Important Tax Return Documents Enclosed

EXECUTION VERSION

AMPLE, INC.

AMENDED AND RESTATED
RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

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AMENDED AND RESTATED
RIGHT OF FIRST REFUSAL
AND CO-SALE AGREEMENT

THIS AMENDED AND RESTATED RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT (this "**Agreement**"), is made as of October __, 2021 by and among Ample, Inc., a Delaware corporation (the "**Company**"), the Investors (as defined herein) and the Key Holders (as defined herein).

WHEREAS, certain of the Investors (the "**Existing Investors**") and certain of the Key Holders (the "**Existing Holders**" and, together with the Existing Investors, the "**Prior Holders**") are parties to a Right of First Refusal and Co-Sale Agreement dated as of June 25, 2021 between the Company and certain Prior Holders (the "**Prior Agreement**");

WHEREAS, the undersigned Existing Investors hold a majority of the shares of Common Stock issued or issuable upon the conversion of the shares of Preferred Stock of the Company held by all Existing Investors (the "**Requisite Investors**"), and the undersigned Existing Holders hold a majority of the shares of Common Stock held by all Existing Holders currently providing services to the Company (except for services solely as a director) (the "**Requisite Holders**"), and each Requisite Investor and Requisite Holder desires to amend and restate the Prior Agreement in its entirety and to accept the rights and obligations created pursuant to this Agreement in lieu of the rights granted to, and or obligations imposed on, them under the Prior Agreement; and

WHEREAS, the Company and certain of the Investors are parties to that certain Series C-1 Preferred Stock Purchase Agreement of even date herewith (the "**Purchase Agreement**"), under which certain of the Company's and such Investors' obligations are conditioned upon the execution and delivery of this Agreement by such Investors, the Requisite Investors, the Requisite Holders, and the Company.

NOW, THEREFORE, the Company, the Requisite Investors and the Requisite Holders hereby agree that the Prior Agreement shall be amended and restated in its entirety by this Agreement, and the parties to this Agreement further agree as follows:

1. Definitions.

1.1 "**Affiliate**" means, with respect to any specified person, any other person who directly or indirectly, controls, is controlled by or is under common control with such specified person, including, without limitation, any general partner, managing member, officer, director or trustee of such person, or any venture capital fund or registered investment company now or hereafter existing which is controlled by one or more general partners or managing members, managers, officers or directors of, or shares the same management company or investment advisor with, such person.

1.2 "**Capital Stock**" means (a) shares of Common Stock and Preferred Stock (whether now outstanding or hereafter issued in any context), (b) shares of Common Stock issued or issuable upon conversion of Preferred Stock, and (c) shares of Common Stock issued or issuable upon exercise or conversion, as applicable, of stock options, warrants or other convertible

securities of the Company, in each case now owned or subsequently acquired by any Key Holder, any Investor, or their respective successors or permitted transferees or assigns. For purposes of the number of shares of Capital Stock held by an Investor or Key Holder (or any other calculation based thereon), all shares of Preferred Stock shall be deemed to have been converted into Common Stock at the then-applicable conversion ratio.

1.3 "**Change of Control**" means a transaction or series of related transactions in which a person, or a group of related persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company.

1.4 "**Common Stock**" means shares of Common Stock of the Company, $0.0001 par value per share.

1.5 "**Company Notice**" means written notice from the Company notifying the selling Key Holders that the Company intends to exercise its Right of First Refusal as to some or all of the Transfer Stock with respect to any Proposed Key Holder Transfer.

1.6 "**Investor(s)**" means the persons named on Schedule A hereto, each person to whom the rights of an Investor are assigned pursuant to Subsection 6.9, each person who hereafter becomes a signatory to this Agreement pursuant to Subsection 6.11 and any one of them, as the context may require.

1.7 "**Investor Notice**" means written notice from an Investor notifying the Company and the selling Key Holder that such Investor intends to exercise its Secondary Refusal Right as to a portion of the Transfer Stock with respect to any Proposed Key Holder Transfer.

1.8 "**Key Holders**" means the persons named on Schedule B hereto, each person to whom the rights of a Key Holder are assigned pursuant to Subsection 3.1, each person who hereafter becomes a signatory to this Agreement pursuant to Subsection 6.9 or 6.17 and any one of them, as the context may require.

1.9 "**Preferred Stock**" means shares of the Company's Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock.

1.10 "**Proposed Key Holder Transfer**" means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition or any other like transfer or encumbering of any Transfer Stock (or any interest therein) proposed by any of the Key Holders.

1.11 "**Proposed Transfer Notice**" means written notice from a Key Holder setting forth the terms and conditions of a Proposed Key Holder Transfer.

1.12 "**Prospective Transferee**" means any person to whom a Key Holder proposes to make a Proposed Key Holder Transfer.

1.13 "**Restated Certificate**" means the Company's Amended and Restated Certificate of Incorporation, as amended and/or restated from time to time.

1.14 "**Right of Co-Sale**" means the right, but not an obligation, of an Investor to participate in a Proposed Key Holder Transfer on the terms and conditions specified in the Proposed Transfer Notice.

1.15 "**Right of First Refusal**" means the right, but not an obligation, of the Company, or its permitted transferees or assigns, to purchase some or all of the Transfer Stock with respect to a Proposed Key Holder Transfer, on the terms and conditions specified in the Proposed Transfer Notice.

1.16 "**Secondary Notice**" means written notice from the Company notifying the Investors and the selling Key Holder that the Company does not intend to exercise its Right of First Refusal as to all shares of Transfer Stock with respect to any Proposed Key Holder Transfer.

1.17 "**Secondary Refusal Right**" means the right, but not an obligation, of each Investor to purchase up to its pro rata portion (based upon the total number of shares of Capital Stock then held by all Investors) of any Transfer Stock not purchased pursuant to the Right of First Refusal, on the terms and conditions specified in the Proposed Transfer Notice.

1.18 "**Series A Preferred Stock**" means shares of the Company's Series A Preferred of the Company, $0.0001 par value per share.

1.19 "**Series B Preferred Stock**" means shares of the Company's Series B Preferred Stock of the Company, $0.0001 par value per share.

1.20 "**Series C Preferred Stock**" means shares of the Company's Series C Preferred Stock, par value $0.0001 per share.

1.21 "**Series C-1 Preferred Stock**" means shares of the Company's Series C-1 Preferred Stock, par value $0.0001 per share.

1.22 "**Transfer Stock**" means shares of Capital Stock owned by a Key Holder, or issued to a Key Holder after the date hereof (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like), but does not include any shares of Preferred Stock or of Common Stock that are issued or issuable upon conversion of Preferred Stock.

1.23 "**Undersubscription Notice**" means written notice from an Investor notifying the Company and the selling Key Holder that such Investor intends to exercise its option to purchase all or any portion of the Transfer Stock not purchased pursuant to the Right of First Refusal or the Secondary Refusal Right.

2. Agreement Among the Company, the Investors and the Key Holders.

2.1 Right of First Refusal.

(a) Grant. Subject to the terms of Section 3 below, each Key Holder hereby unconditionally and irrevocably grants to the Company a Right of First Refusal to purchase all or any portion of Transfer Stock that such Key Holder may propose to transfer in a

Proposed Key Holder Transfer, at the same price and on the same terms and conditions as those offered to the Prospective Transferee.

(b) Notice. Each Key Holder proposing to make a Proposed Key Holder Transfer must deliver a Proposed Transfer Notice to the Company and each Investor not later than forty-five (45) days prior to the consummation of such Proposed Key Holder Transfer. Such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Key Holder Transfer, the identity of the Prospective Transferee and the intended date of the Proposed Key Holder Transfer. To exercise its Right of First Refusal under this Section 2, the Company must deliver a Company Notice to the selling Key Holder within fifteen (15) days after delivery of the Proposed Transfer Notice specifying the number of shares of Transfer Stock to be purchased by the Company. In the event of a conflict between this Agreement and any other agreement that may have been entered into by a Key Holder with the Company that contains a preexisting right of first refusal, the Company and the Key Holder acknowledge and agree that the terms of this Agreement shall control and the preexisting right of first refusal shall be deemed satisfied by compliance with Subsection 2.1(a) and this Subsection 2.1(b). In the event of a conflict between this Agreement and the Company's Bylaws containing a preexisting right of first refusal, the terms of the Bylaws will control and compliance with the Bylaws shall be deemed compliance with this Subsection 2.1(a) and (b) in full.

(c) Grant of Secondary Refusal Right to Investors. Subject to the terms of Section 3 below, each Key Holder hereby unconditionally and irrevocably grants to the Investors a Secondary Refusal Right to purchase all or any portion of the Transfer Stock not purchased by the Company pursuant to the Right of First Refusal, as provided in this Subsection 2.1(c). If the Company does not intend to exercise its Right of First Refusal with respect to all Transfer Stock subject to a Proposed Key Holder Transfer, the Company must deliver a Secondary Notice to the selling Key Holder and to each Investor to that effect no later than fifteen (15) days after the selling Key Holder delivers the Proposed Transfer Notice to the Company. To exercise its Secondary Refusal Right, an Investor must deliver an Investor Notice to the selling Key Holder and the Company within ten (10) days after the Company's deadline for its delivery of the Secondary Notice as provided in the preceding sentence (the "**Investor Notice Period**").

(d) Undersubscription of Transfer Stock. If options to purchase have been exercised by the Company and the Investors with respect to some but not all of the Transfer Stock by the end of Investor Notice Period, then the Company shall, within five (5) days after the expiration of the Investor Notice Period, send written notice (the "**Company Undersubscription Notice**") to those Investors who fully exercised their Secondary Refusal Right within the Investor Notice Period (the "**Exercising Investors**"). Each Exercising Investor shall, subject to the provisions of this Subsection 2.1(d), have an additional option to purchase all or any part of the balance of any such remaining unsubscribed shares of Transfer Stock on the terms and conditions set forth in the Proposed Transfer Notice. To exercise such option, an Exercising Investor must deliver an Undersubscription Notice to the selling Key Holder and the Company within ten (10) days after the expiration of the Investor Notice Period. In the event there are two (2) or more such Exercising Investors that choose to exercise the last-mentioned option for a total number of remaining shares in excess of the number available, the remaining shares available for purchase under this Subsection 2.1(d) shall be allocated to such Exercising Investors pro rata based on the

number of shares of Transfer Stock such Exercising Investors have elected to purchase pursuant to the Secondary Refusal Right (without giving effect to any shares of Transfer Stock that any such Exercising Investor has elected to purchase pursuant to the Company Undersubscription Notice). If the options to purchase the remaining shares are exercised in full by the Exercising Investors, the Company shall immediately notify all of the Exercising Investors and the selling Key Holder of that fact.

(e) Consideration; Closing. If the consideration proposed to be paid for the Transfer Stock is in property, services or other non-cash consideration, the fair market value of the consideration shall be as determined in good faith by the Company's Board of Directors and as set forth in the Company Notice. If the Company or any Investor cannot for any reason pay for the Transfer Stock in the same form of non-cash consideration, the Company or such Investor may pay the cash value equivalent thereof, as determined in good faith by the Board of Directors and as set forth in the Company Notice. The closing of the purchase of Transfer Stock by the Company and the Investors shall take place, and all payments from the Company and the Investors shall have been delivered to the selling Key Holder, by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Key Holder Transfer; and (ii) forty-five (45) days after delivery of the Proposed Transfer Notice.

2.2 Right of Co-Sale.

(a) Exercise of Right. If any Transfer Stock subject to a Proposed Key Holder Transfer is not purchased pursuant to Subsection 2.1 above and thereafter is to be sold to a Prospective Transferee, each respective Investor may elect to exercise its Right of Co-Sale and participate on a pro rata basis in the Proposed Key Holder Transfer as set forth in Subsection 2.2(b) below and, subject to Subsection 2.2(d), otherwise on the same terms and conditions specified in the Proposed Transfer Notice. Each Investor who desires to exercise its Right of Co-Sale (each, a "**Participating Investor**") must give the selling Key Holder written notice to that effect within fifteen (15) days after the deadline for delivery of the Secondary Notice described above, and upon giving such notice such Participating Investor shall be deemed to have effectively exercised the Right of Co-Sale.

(b) Shares Includable. Each Participating Investor may include in the Proposed Key Holder Transfer all or any part of such Participating Investor's Capital Stock equal to the product obtained by multiplying (i) the aggregate number of shares of Transfer Stock subject to the Proposed Key Holder Transfer (excluding shares purchased by the Company or the Participating Investors pursuant to the Right of First Refusal or the Secondary Refusal Right) by (ii) a fraction, the numerator of which is the number of shares of Capital Stock owned by such Participating Investor immediately before consummation of the Proposed Key Holder Transfer and the denominator of which is the total number of shares of Capital Stock owned, in the aggregate, by all Participating Investors immediately prior to the consummation of the Proposed Key Holder Transfer, plus the number of shares of Transfer Stock held by the selling Key Holder. To the extent one (1) or more of the Participating Investors exercise such right of participation in accordance with the terms and conditions set forth herein, the number of shares of Transfer Stock that the selling Key Holder may sell in the Proposed Key Holder Transfer shall be correspondingly reduced.

(c) Purchase and Sale Agreement. The Participating Investors and the selling Key Holder agree that the terms and conditions of any Proposed Key Holder Transfer in accordance with Subsection 2.2 will be memorialized in, and governed by, a written purchase and sale agreement with the Prospective Transferee (the "**Purchase and Sale Agreement**") with customary terms and provisions for such a transaction, and the Participating Investors and the selling Key Holder further covenant and agree to enter into such Purchase and Sale Agreement as a condition precedent to any sale or other transfer in accordance with this Subsection 2.2.

(d) Allocation of Consideration.

(i) Subject to Subsection 2.2(d)(ii), the aggregate consideration payable to the Participating Investors and the selling Key Holder shall be allocated based on the number of shares of Capital Stock sold to the Prospective Transferee by each Participating Investor and the selling Key Holder as provided in Subsection 2.2(b), provided that if a Participating Investor wishes to sell Preferred Stock, the price set forth in the Proposed Transfer Notice shall be appropriately adjusted based on the conversion ratio of the Preferred Stock into Common Stock.

(ii) In the event that the Proposed Key Holder Transfer constitutes a Change of Control, the terms of the Purchase and Sale Agreement shall provide that the aggregate consideration from such transfer shall be allocated to the Participating Investors and the selling Key Holder in accordance with Sections 2.1 and 2.2 of Article IV(B) of the Restated Certificate as if (A) such transfer were a Deemed Liquidation Event (as defined in the Restated Certificate), and (B) the Capital Stock sold in accordance with the Purchase and Sale Agreement were the only Capital Stock outstanding. In the event that a portion of the aggregate consideration payable to the Participating Investor(s) and selling Key Holder is placed into escrow, the Purchase and Sale Agreement shall provide that (x) the portion of such consideration that is not placed in escrow (the "**Initial Consideration**") shall be allocated in accordance with Section 2 of Part B of Article Fourth of the Restated Certificate as if the Initial Consideration were the only consideration payable in connection with such transfer, and (y) any additional consideration which becomes payable to the Participating Investor(s) and selling Key Holder upon release from escrow shall be allocated in accordance Section 2 of Part B of Article Fourth of the Restated Certificate after taking into account the previous payment of the Initial Consideration as part of the same transfer.

(e) Purchase by Selling Key Holder; Deliveries. Notwithstanding Subsection 2.2(c) above, if any Prospective Transferee or Transferees refuse(s) to purchase securities subject to the Right of Co-Sale from any Participating Investor or Investors or upon the failure to negotiate a Purchase and Sale Agreement reasonably satisfactory to the Participating Investors, no Key Holder may sell any Transfer Stock to such Prospective Transferee or Transferees unless and until, simultaneously with such sale, such Key Holder purchases all securities subject to the Right of Co-Sale from such Participating Investor or Investors on the same terms and conditions (including the proposed purchase price) as set forth in the Proposed Transfer Notice and as provided in Subsection 2.2(d)(i); provided, however, if such sale constitutes a Change of Control, the portion of the aggregate consideration paid by the selling Key Holder to such Participating Investor or Investors shall be made in accordance with the first sentence of Subsection 2.2(d)(ii). In connection with such purchase by the selling Key Holder, such Participating Investor or Investors shall deliver to the selling Key Holder any stock certificate or certificates, properly endorsed for transfer, representing the Capital Stock being purchased by the

selling Key Holder (or request that the Company effect such transfer in the name of the selling Key Holder). Any such shares transferred to the selling Key Holder will be transferred to the Prospective Transferee against payment therefor in consummation of the sale of the Transfer Stock pursuant to the terms and conditions specified in the Proposed Transfer Notice, and the selling Key Holder shall concurrently therewith remit or direct payment to each such Participating Investor the portion of the aggregate consideration to which each such Participating Investor is entitled by reason of its participation in such sale as provided in this Subsection 2.2(e).

(f) Additional Compliance. If any Proposed Key Holder Transfer is not consummated within forty-five (45) days after receipt of the Proposed Transfer Notice by the Company, the Key Holders proposing the Proposed Key Holder Transfer may not sell any Transfer Stock unless they first comply in full with each provision of this Section 2. The exercise or election not to exercise any right by any Investor hereunder shall not adversely affect its right to participate in any other sales of Transfer Stock subject to this Subsection 2.2.

2.3 Effect of Failure to Comply.

(a) Transfer Void; Equitable Relief. Any Proposed Key Holder Transfer not made in compliance with the requirements of this Agreement shall be null and void ab initio, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of this Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Transfer Stock not made in strict compliance with this Agreement).

(b) Violation of First Refusal Right. If any Key Holder becomes obligated to sell any Transfer Stock to the Company or any Investor under this Agreement and fails to deliver such Transfer Stock in accordance with the terms of this Agreement, the Company and/or such Investor may, at its option, in addition to all other remedies it may have, send to such Key Holder the purchase price for such Transfer Stock as is herein specified and transfer to the name of the Company or such Investor (or request that the Company effect such transfer in the name of an Investor) on the Company's books any certificates, instruments, or book entry representing the Transfer Stock to be sold.

(c) Violation of Co-Sale Right. If any Key Holder purports to sell any Transfer Stock in contravention of the Right of Co-Sale (a "**Prohibited Transfer**"), each Investor who desires to exercise its Right of Co-Sale under Subsection 2.2 may, in addition to such remedies as may be available by law, in equity or hereunder, require such Key Holder to purchase from such Investor the type and number of shares of Capital Stock that such Investor would have been entitled to sell to the Prospective Transferee had the Prohibited Transfer been effected in compliance with the terms of Subsection 2.2. The sale will be made on the same terms, including, without limitation, as provided in Subsection 2.2(d)(i) and the first sentence of Subsection 2.2(d)(ii), as applicable, and subject to the same conditions as would have applied had the Key Holder not made the Prohibited Transfer, except that the sale (including, without limitation, the delivery of the

purchase price) must be made within ninety (90) days after the Investor learns of the Prohibited Transfer, as opposed to the timeframe proscribed in Subsection 2.2. Such Key Holder shall also reimburse each Investor for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Investor's rights under Subsection 2.2.

3. Exempt Transfers.

3.1 Exempted Transfers. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Subsections 2.1 and 2.2 shall not apply (a) in the case of a Key Holder that is an entity, upon a transfer by such Key Holder to its stockholders, members, partners or other equity holders, (b) to a repurchase of Transfer Stock from a Key Holder by the Company at a price no greater than that originally paid by such Key Holder for such Transfer Stock and pursuant to an agreement containing vesting and/or repurchase provisions approved by a majority of the Board of Directors, (c) to a pledge of Transfer Stock that creates a mere security interest in the pledged Transfer Stock, provided that the pledgee thereof agrees in writing in advance to be bound by and comply with all applicable provisions of this Agreement to the same extent as if it were the Key Holder making such pledge, (d) in the case of a Key Holder that is a natural person, upon a transfer of Transfer Stock by such Key Holder made for bona fide estate planning purposes, either during his or her lifetime or on death by will or intestacy to his or her spouse, child (natural or adopted), or any other direct lineal descendant of such Key Holder (or his or her spouse) (all of the foregoing collectively referred to as "family members"), or any custodian or trustee of any trust, partnership or limited liability company for the benefit of, or the ownership interests of which are owned wholly by such Key Holder or any such family members, or (e) to the sale by the Key Holder of up to 5% of the Transfer Stock held by such Key Holder as of the date that such Key Holder first became party to this Agreement; provided that in the case of clause(s) (a), (c), or (d), the Key Holder shall deliver prior written notice to the Investors of such pledge, gift or transfer and such shares of Transfer Stock shall at all times remain subject to the terms and restrictions set forth in this Agreement and such transferee shall, as a condition to such issuance, deliver a counterpart signature page to this Agreement as confirmation that such transferee shall be bound by all the terms and conditions of this Agreement as a Key Holder (but only with respect to the securities so transferred to the transferee), including the obligations of a Key Holder with respect to Proposed Key Holder Transfers of such Transfer Stock pursuant to Section 2; and provided further in the case of any transfer pursuant to clause (a) or (d) above, that such transfer is made pursuant to a transaction in which there is no consideration actually paid for such transfer.

3.2 Exempted Offerings. Notwithstanding the foregoing or anything to the contrary herein, the provisions of Section 2 shall not apply to the sale of any Transfer Stock (a) to the public in an offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (a "**Public Offering**"); or (b) pursuant to a Deemed Liquidation Event (as defined in the Company's Certificate of Incorporation).

3.3 Prohibited Transferees. Notwithstanding the foregoing, no Key Holder shall transfer any Transfer Stock to (a) any entity which, in the determination of the Company's Board of Directors, directly or indirectly competes with the Company; or (b) any customer, distributor or supplier of the Company, if the Company's Board of Directors should determine that such transfer would result in such customer, distributor or supplier receiving information that

would place the Company at a competitive disadvantage with respect to such customer, distributor or supplier.

4. Legend. Each certificate, instrument, or book entry representing shares of Transfer Stock held by the Key Holders or issued to any permitted transferee in connection with a transfer permitted by Subsection 3.1 hereof shall be notated with the following legend:

> THE SALE, PLEDGE, HYPOTHECATION, OR TRANSFER OF THE SECURITIES REPRESENTED HEREBY IS SUBJECT TO, AND IN CERTAIN CASES PROHIBITED BY, THE TERMS AND CONDITIONS OF A CERTAIN RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT BY AND AMONG THE STOCKHOLDER, THE CORPORATION AND CERTAIN OTHER HOLDERS OF STOCK OF THE CORPORATION. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION.

Each Key Holder agrees that the Company may instruct its transfer agent to impose transfer restrictions on the shares notated with the legend referred to in this Section 4 above to enforce the provisions of this Agreement, and the Company agrees to promptly do so. The legend shall be removed upon termination of this Agreement at the request of the holder.

5. Lock-Up.

5.1 Agreement to Lock-Up. Each Key Holder hereby agrees that he will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the Company's initial public offering (the "**IPO**") and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (l80) days), or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (1) the publication or other distribution of research reports; and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto), (a) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Capital Stock held immediately prior to the effectiveness of the registration statement for the IPO; or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Capital Stock, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Capital Stock or other securities, in cash or otherwise. The foregoing provisions of this Section 5 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, and shall only be applicable to the Key Holders only if all officers and directors are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than two percent (2%) of the outstanding Common Stock (after giving effect to the conversion into Common Stock of all outstanding Preferred Stock). The underwriters in connection with the IPO are intended third-party beneficiaries of this Section 5 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Key Holder further agrees to execute such agreements as may be reasonably requested by

the underwriters in connection with the IPO that are consistent with this Section 5 or that are necessary to give further effect thereto.

5.2 Stop Transfer Instructions. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the shares of Capital Stock of each Key Holder (and transferees and assignees thereof) until the end of such restricted period.

6. Miscellaneous.

6.1 Term. This Agreement shall automatically terminate upon the earlier of (a) immediately prior to the consummation of the Company's IPO and (b) the consummation of a Deemed Liquidation Event (as defined in the Restated Certificate).

6.2 Stock Split. All references to numbers of shares in this Agreement shall be appropriately adjusted to reflect any stock dividend, split, combination or other recapitalization affecting the Capital Stock occurring after the date of this Agreement.

6.3 Ownership. Each Key Holder represents and warrants that such Key Holder is the sole legal and beneficial owner of the shares of Transfer Stock subject to this Agreement and that no other person or entity has any interest in such shares (other than a community property interest as to which the holder thereof has acknowledged and agreed in writing to the restrictions and obligations hereunder).

6.4 Dispute Resolution. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Any unresolved controversy or claim arising out of or relating to this Agreement, except as (i) otherwise provided in this Agreement, or (ii) any such controversies or claims arising out of either party's intellectual property rights for which a provisional remedy or equitable relief is sought, shall be submitted to arbitration by one arbitrator mutually agreed upon by the parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the American Arbitration Association (the "**AAA**"), then by one arbitrator having reasonable experience in corporate finance transactions of the type provided for in this Agreement and who is chosen by the AAA. The arbitration shall take place in San Francisco, California, in

accordance with the AAA rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all party witnesses and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with the Rules of Civil Procedure for the Superior Court of the State of Delaware, the arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings.

Each party will bear its own costs in respect of any disputes arising under this Agreement. Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the Northern District of California or any court of the State of California having subject matter jurisdiction.

6.5 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on Schedule A or Schedule B hereof, as the case may be, or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 6.5. If notice is given to the Company, it shall be sent to Ample, Inc., Attn: John de Souza, at the Company's address provided in the signature block below, and a copy (which shall not constitute notice) shall also be sent to Wilmer Cutler Pickering Hale and Dorr LLP, 2600 El Camino Real, Suite 400, Palo Alto, CA 94306, Attn: E. Thom Rumberger Jr., Esq.

(b) Consent to Electronic Notice. Each Investor and Key Holder consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "**DGCL**"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address or the facsimile number set forth below such Investor's or Key Holder's name on the Schedules hereto, as updated from time to time by notice to the Company, or as on the books of the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each Investor and Key Holder agrees to promptly notify the Company of any change in its electronic mail address, and that failure to do so shall not affect the foregoing.

6.6 Entire Agreement. This Agreement (including, the Exhibits and Schedules hereto) constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled. Upon the effectiveness of this Agreement, the Prior Agreement shall be deemed amended and restated and superseded and replaced in their entirety by this Agreement, and shall be of no further force or effect.

6.7 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.8 Amendment; Waiver and Termination. This Agreement may be amended, modified or terminated (other than pursuant to Section 6.1 above) and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by (a) the Company, (b) the Key Holders holding a majority of the shares of Transfer Stock then held by all of the Key Holders who are then providing services to the Company (except for services solely as a director), and (c) the holders of a majority of the shares of Common Stock issued or issuable upon conversion of the then outstanding shares of Preferred Stock held by the Investors (voting as a single class and on an as-converted basis). Any amendment, modification, termination or waiver so effected shall be binding upon the Company, the Investors, the Key Holders and all of their respective successors and permitted assigns whether or not such party, assignee or other shareholder entered into or approved such amendment, modification, termination or waiver. Notwithstanding the foregoing, (i) this Agreement may not be amended, modified or terminated and the observance of any term hereunder may not be waived with respect to any Investor or Key Holder without the written consent of such Investor or Key Holder unless such amendment, modification, termination or waiver applies to all Investors and Key Holders, respectively, in the same fashion, and (ii) the consent of the Key Holders shall not be required for any amendment, modification, termination or waiver if such amendment, modification, termination or waiver does not apply to the Key Holders, and (iii) Schedule A hereto may be amended by the Company from time to time in accordance with the Purchase Agreement to add information regarding Additional Purchasers (as defined in the Purchase Agreement) without the consent of the other parties hereto. The Company shall give prompt written notice of any amendment, modification or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, modification, termination or waiver. No waivers of or exceptions to any term, condition or provision of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

6.9 Assignment of Rights.

(a) The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(b) Any successor or permitted assignee of any Key Holder, including any Prospective Transferee who purchases shares of Transfer Stock in accordance with the terms hereof, shall deliver to the Company and the Investors, as a condition to any transfer or assignment, a counterpart signature page hereto pursuant to which such successor or permitted assignee shall confirm their agreement to be subject to and bound by all of the provisions set forth in this Agreement that were applicable to the predecessor or assignor of such successor or permitted assignee.

(c) The rights of the Investors hereunder are not assignable without the Company's written consent (which shall not be unreasonably withheld, delayed or conditioned), except (i) by an Investor to any Affiliate, or (ii) to an assignee or transferee who acquires at least 25,000 shares of Capital Stock (as adjusted for any stock combination, stock split, stock dividend, recapitalization or other similar transaction), it being acknowledged and agreed that any such assignment, including an assignment contemplated by the preceding clauses (i) or (ii) shall be subject to and conditioned upon any such assignee's delivery to the Company and the other Investors of a counterpart signature page hereto pursuant to which such assignee shall confirm their agreement to be subject to and bound by all of the provisions set forth in this Agreement that were applicable to the assignor of such assignee.

(d) Except in connection with an assignment by the Company by operation of law to the acquirer of the Company, the rights and obligations of the Company hereunder may not be assigned under any circumstances.

6.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

6.11 Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of the Company's Series C Preferred Stock or Series C-1 Preferred Stock after the date hereof, any purchaser of such shares of Series C Preferred Stock or Series C-1 Preferred Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and thereafter shall be deemed an "Investor" for all purposes hereunder.

6.12 Governing Law. This Agreement and any controversy arising out of or relating to this Agreement shall be governed by the internal law of the State of Delaware without regard to conflict of law principles.

6.13 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.14 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.15 Aggregation of Stock. All shares of Capital Stock held or acquired by Affiliated entities or persons shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliated entities or persons may apportion such rights as among themselves in any manner they deem appropriate.

6.16 Specific Performance. In addition to any and all other remedies that may be available at law in the event of any breach of this Agreement, each Investor shall be entitled to specific performance of the agreements and obligations of the Company and the Key Holders hereunder and to such other injunction or other equitable relief as may be granted by a court of competent jurisdiction.

6.17 Additional Key Holders. In the event that after the date of this Agreement, the Company issues shares of Common Stock, or options to purchase Common Stock, to any employee or consultant, which shares or options would collectively constitute with respect to such employee or consultant (taking into account all shares of Common Stock, options and other purchase rights held by such employee or consultant) two percent (2%) or more of the Company's then outstanding Common Stock (treating for this purpose all shares of Common Stock issuable upon exercise of or conversion of outstanding options, warrants or convertible securities, as if exercised or converted), the Company shall, as a condition to such issuance, cause such employee or consultant to execute a counterpart signature page hereto as a Key Holder, and such person shall thereby be bound by, and subject to, all the terms and provisions of this Agreement applicable to a Key Holder.

6.18 Consent of Spouse. If any Key Holder is married on the date of this Agreement, such Key Holder's spouse shall execute and deliver to the Company a Consent of Spouse in the form of Exhibit A hereto ("**Consent of Spouse**"), effective on the date hereof. Notwithstanding the execution and delivery thereof, such consent shall not be deemed to confer or convey to the spouse any rights in such Key Holder's shares of Transfer Stock that do not otherwise exist by operation of law or the agreement of the parties. If any Key Holder should marry or remarry subsequent to the date of this Agreement, such Key Holder shall within thirty (30) days thereafter obtain his/her new spouse's acknowledgement of and consent to the existence and binding effect of all restrictions contained in this Agreement by causing such spouse to execute and deliver a Consent of Spouse acknowledging the restrictions and obligations contained in this Agreement and agreeing and consenting to the same.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Right of First Refusal and Co-Sale Agreement as of the date first written above.

COMPANY:

AMPLE, INC.

By: _____
Name: Khaled Hassounah
Title: Chief Executive Officer

KEY HOLDERS:

Khaled Hassounah

Signature: _____

John de Souza

Signature: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

AYPA POWER AGGREGATOR LP
BY: Blackstone Energy Management Associates III L.P., its general partner

BY: Blackstone EMA III L.L.C., its general partner

By: _____
Name: Christopher Striano
Title: Senior Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

MOORE STRATEGIC VENTURES, LLC

By: _____
Name: Scott Dinnell
Title: Controller

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

SHELL VENTURES LLC

By: _____
Name: _____
Title: _____

Address: 150 N. Dairy Ashford
Houston, TX 77079

Email: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

EEI FUND 4 INVESTMENT LIMITED PARTNERSHIP

By: Energy & Environment Investment, Inc.
Its General Partner

By: _____
Name: Shuichiro Kawamura
Title: President

Address: 5-11-1 Higashigotanda
Shinagawa-ku, Tokyo 141-0022,
Japan

Email: skawamura@ee-investment.jp

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

EL MONASTERIO INTERNACIONAL SPA

By: _____
Name: Luis Alberto Spiniak Vilensky
Title: Chaiman

Address: Isidora Goyenechea 2939 piso 15
Las Condes, Santiago, Chile

Email: elmonasterio@manquehue.net

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

CIELO ALTO INTERNACIONAL SPA

By: _____

Name: Paul Enrique Spiniak Vilensky
Title: Chaiman

Address: Isidora Goyenechea 2939 piso 15
Las Condes, Santiago, Chile

Email: pspiniak@gmail.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

CSC GROWTH LLC

By: _____
Name: Veronica Wu
Title: Director

Address: 530 Lyton Ave., Suite 305
Palo Alto, CA 94301

Email: veronica@honecap.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

BIG BEND 55 INVESTMENTS LLC
By: 2M Companies, LLC
Its Manager

By: _____
Name: Ian Trumpower
Title: President
Address: 4441 Buena Vista St.
Dallas, TX 75205

Email: finance@2m.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

NEW GROUND VENTURES II, LP

By: NGV II GP, LP
Its General Partner

By: _____
Name: Anthony Xu
Title: Manager

Address: 855 El Camino Real, Suite 272
Palo Alto, CA 94301

Email: anthony@newground.vc
zac@newground.vc

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

WORLDQUANT VENTURES LLC

By: _____
Name: Steven Lau
Title: Maernaging Director

Address: 1700 E Putnam Ave.
Old Greenwich, CT 06870

Email: steven@worldquantventures.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

ALM HOLDING

By: _____
Name: Achraf Cherkaoui
Title: Director

Address: Apex Fund Services (Cayman) Ltd.
One Artillery Court, 161a Shedden Road
Grand Cayman, Cayman Islands
Email: a.cherkaoui@gmail.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

JOSEPH GLEBERMAN

_____

(Signature)

Address: 133 West 69th St. #2
New York, NY 10023

Email: jgleberman@pritzkeorg.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

10066257 CANADA INC

By: _____
Name: Raed Almasri
Title: Representative

Address: 2055 Rue de Bleury, Unit 401
Montreal, Canada H3A 2K2
Email: raed@transform.vc

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

SUNIL BHILOTRA

_____

(Signature)

Address: Al Bateen Park Villas,
Villa R-18, Plot 50
Sector W17_03. Abu Dhabi, UAE
Email: sbhilotra@icloud.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

HEMI VENTURES FUND I, L.P.

By: _____
Name: Yi Gu
Title: Managing Member

Address: 228 Hamilton Avenue, Third Floor
Palo Alto, CA 94301

Email: amy@hemi.vc

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

TRIREC AMPLE PTE LTD

By: _____

Name: Melvyn Yeo Hak Boon

Title: Director

Address: 6 Temasek Boulevard #25-04
Suntec Tower Four Singapore 038986

Email: melvyn.yeo@trirecpl.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

BRIAN KAMINSKEY

_____
Address: 95 Garner Lane, Bayshore, NY 11706
E-mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

ANDREW PERRY

_____

Address: 13 Tioga Pass, Short Hills, NJ 07078

E-mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

ANDREW KAISER

_____

Address: 100 Barclay St., Apt 29C, New York, NY 10007

E-mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

REPSOL ENERGY VENTURES S.A.

By: _____
Name: Gema Garcia Gonzalez
Title: Corporate Venturing Manager

Address: Mendez Alvaro 44, 28045
Madrid

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

BUTTERNUT TREE LLC

By: _____

Name: _____

Title: _____

Address: 12 Roszel Road, Suite B102,
Princeton, NJ 08540

E-Mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

CIVILIZATION 415 INVESTMENTS AMPLE, L.P.

By: Civilization Ventures LLC, its General Partner

By: _____

Name: _____

Title: _____

Address: 72 Townsend, Unit 707, SF, CA 94107

E-Mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

CIVILIZATION VENTURES, L.P.

By: _____

Name: _____

Title: _____

Address: _____

E-Mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

HIBISCUS 10 LLC

By: _____

Name: _____

Title: _____

Address: 12 Roszel Road, Suite B102,
Princeton, NJ 08540

E-Mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

INHERENT ESG PRIVATE, LP

By: _____

Name: _____

Title: _____

Address: 510 LaGuardia Place, 5th Floor, NY, NY 10012

E-Mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

JERRY I. SPEYER

_____

Address: c/o TS, 45 Rockefeller Plaza, 7th Fl., NY, NY 10111

E-mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

JERRY MICHAEL

_____

Address: 18 Gibson St., Cambridge, MA 02138

E-mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

JOHN DE SOUZA

_____

Address: 337 Parnassus Ave., SF, CA 94117

E-mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

KHALED HASSOUNAH

_____

Address: 25 Boutwell St.
San Francisco, CA 94124

E-mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

KRAUS INVESTMENT PARTNERS LLC

By: _____

Name: _____

Title: _____

Address: 720 Park Ave., #7a, NY, NY 10021

E-mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

MICHAEL SCHMELZER

_____

Address: 24 Labaw Way, Belle Mead, NJ 08502

E-mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

POLISMEGA LTD.

By: _____

Name: _____

Title: _____

Address: Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile

E-Mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

SANJEEV MEHRA IRREVOCABLE GIFT TRUST

By: _____

Name: _____

Title: _____

Address: 44 Mayfair Lane, Greenwich, CT 06831

E-Mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

STEYER-TAYLOR REVOCABLE TRUST

By: _____

Name: _____

Title: _____

Address: 111 Sutter Street, SF, CA 94104

E-Mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

TGM I, A SERIES OF TGM FUNDS, LP

By: _____

Name: _____

Title: _____

Address: PO Box 171305, Salt Lake City, UT 84117

E-Mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

TODD LINCOLN, CHARLES SCHWAB & CO., INC., CUSTOM IRA ROLLOVER

By: _____

Name: _____

Title: _____

Address: 8 Nelson Ridge Road, Princeton, NJ 08540

E-Mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

TODD PERRY

_____

Address: 34 Mountain Av., Maplewood, NJ 07040

E-mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

VISERVI COMPANY INC.

By: _____

Name: _____

Title: _____

Address: Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile

E-Mail: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

NGV CO-INVESTMENT FUND, LP

By: New Ground Ventures GP, LLC
Its General Partner

By: _____
Name: Anthony Xu
Title: Manager

Address: 855 El Camino Real, Suite 272
Palo Alto, CA 94301

Email: anthony@newground.vc
zac@newground.vc

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

MKB PARTNERS FUND II, LIMITED PARTNERSHIP

By: _____
Name: Kenneth MacKinnon
Title: Managing Partner

Address: 1 Place Ville Marie, Suite 3670.
Montreal, QC, Canada. H3B 3P2

Email: k.mackinnon@mkbandco.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

MKB PARTNERS FUND II INTERNATIONAL, LIMITED PARTNERSHIP

By: _____
Name: Kenneth MacKinnon
Title: Managing Partner

Address: 1 Place Ville Marie, Suite 3670.
Montreal, QC, Canada. H3B 3P2

Email: k.mackinnon@mkbandco.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

ROBIN CHEMERS NEUSTEIN

_____

(Signature)

Address: c/o Ernst & Young
77 Water Street, 9th Floor
New York, NY 10005

Email: robin@neustein.com
Neustein.team@ey.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:
SEEDCO CAPITAL

By: _____
Name: Riad Bsaibes
Title: Director

Address: Maples Corporate Services Limited
PO Box 309, Ugland House
Grand Cayman, KY1-1104
Cayman Islands

Email: riad@amanabuildings.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:
DETERMINANT CAPITAL

By: _____
Name: Mohamed Eissa
Title: Founder

Address: Cayman Corporate Centre
27 Hospital Road George Town
Grand Cayman, KY1-9008
Cayman Islands

Email: Mohamed.eissa@gmail.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:
TAMARACK FI AMPLE I LLC

By: _____
Name: John McCormick
Title: Founder

Address: 12 Wooddale Road
Greenwich, CT 06830

Email: john@tamarackglobal.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:
DREAMWORK INTERNATIONAL INVESTMENTS LTD.

By: _____
Name: Xia Yiping
Title: Director

Address: Craigmuir Chambers, Road Town
Tortola, VG 1110
British Virgin Islands

Email: xiayiping@gmail.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:
PHOBAL 1 LLC

By: _____
Name: David Kirschner
Title: Manager

Address: 7307 Floranada Way
Delray Beach, FL 33446

Email: david.kirschner@gs.com
dkirsch00@gmail.com

PHOBAL 2 LLC

By: _____
Name: David Kirschner
Title: Manager

Address: 7307 Floranada Way
Delray Beach, FL 33446

Email: david.kirschner@gs.com
dkirsch00@gmail.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

BANCO SANTANDER, S.A.

By: _____
Name: Jaime Ybarra Loring
Title: Attorney-in-fact

Address: Ciudad Financiera Grupo Santander
Cantabria Avenue
28660 Boadilla del Monte
Madrid, Spain

Email: jybarral@gruposantander.com

FOR NOTIFICATIONS (IN ADDITION TO THE ABOVE)

Jaime Ybarra Loring
Ciudad Financiera Grupo Santander,
Cantabria Avenue
28660 Boadilla del Monte (Madrid)
Spain

Email: jesusrodriguezfr@gruposantander.com

SCHEDULE A

INVESTORS

Name and Address

Moore Strategic Ventures, LLC
11 Times Square, New York, NY 10036

Shell Ventures, LLC
150 N. Dairy Ashford, Houston, TX 77079

TRIREC Ample Pte Ltd
6 Temasek Boulevard, #25-04, Suntec Tower Four, Singapore 038986

Hemi Ventures Fund I, L.P.
228 Hamilton Avenue, Third Floor, Palo Alto, CA 94301

Dreamwork International LTD.
Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands

Big Bend 55 Investments LLC
4441 Buena Vista St., Dallas, TX 75205

Joseph Gleberman
133 West 69th Street #2, New York NY 10023

Brian Kaminskey
95 Garner Lane, Bayshore, NY 11706

10066257 Canada Inc
2055 Rue de Bleury, Unit 401, Montreal Canada, H3A 2K2
Attention: Raed Al Masri

Andrew Perry
13 Tioga Pass, Short Hills, NJ 07078

ALM Holding
Apex Fund Services (Cayman) Ltd., One Artillery Court, 161a Shedden Road, Grand Cayman, Cayman Islands

Andrew Kaiser
100 Barclay St., Apt 29C, New York, NY 10007

Beagle Ventures LLC
1 Main Street #7B

Butternut Tree LLC
12 Roszel Road, Suite B102, Princeton, NJ 08540

Civilization 415 Investments L.P.
72 Townsend, Unit 707, SF, CA 94107

Civilization Ventures

Hibiscus 10 LLC
12 Roszel Road, Suite B102, Princetion, NJ 08540

Inherent Partners LP
510 LaGuardia Place, 5th Floor, NY, NY 10012

INVERSIONES CIELO ALTO CORP.
[Address]

INVERSIONES EL MONASTERIO CORP.
[Address]

Jerry I. Speyer
c/o TS, 45 Rockefeller Plaza, 7th Fl., NY, NY 10111

Jerry Michael
18 Gibson St., Cambridge, MA 02138

John de Souza
337 Parnassus Ave., SF, CA 94117

Khaled Hassounah
25 Boutwell St., San Francisco, CA 94124

Kraus Investment Partners LLC
720 Park Ave., #7a, NY, NY 10021

Michael Schmelzer
24 Labaw Way, Belle Mead, NJ 08502

New Ground Ventures II, LP
855 El Camino Real, Suite 272, Palo Alto, CA 94301

Phobal 1 LLC
7307 Floranada Way, Delray Beach, FL 33446

Phobal 2 LLC
7307 Floranada Way, Delray Beach, FL 33446

Polismega Ltd.
Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile
Sanjeev Mehra Irrevocable Gift Trust
44 Mayfair Lane, Greenwich, CT 06831

Steyer - Taylor Revocable Trust
111 Sutter Street, SF, CA 94104

Sunil Bhilotra
Villa 37, Compound 126, Road 2905, Al-markh 529, Bahrain

TGM I, A Series Of TGM Funds, LP
PO Box 171305, Salt Lake City, UT 84117

Todd Lincoln, Charles Schwab & Co. Inc., Custom IRA Rollover
8 Nelson Ridge Road, Princeton, NJ 08540

Todd Perry
34 Mountain Av., Maplewood, NJ 07040

Viservi Company Inc.
Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile

WorldQuant Ventures LLC
1700 E Putnam Ave, Old Greenwich, CT 06870

CSC Growth, LLC
530 Lytton Ave, Suite 305, Palo Alto, CA 94301

ENEOS Innovation Partners Godo Kaisha
1-2, Otemachi 1-chome, Chiyoda-ku, Tokyo 100-0004

EEI Fund 4 Investment Limited Partnership
5-11-1 Higashigotanda, Shinagawa-ku, Tokyo 141-0022, Japan

El Monasterio Internacional SPA
Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile

Cielo Alto Internacional SPA
Isidora Goyenechea 2939 piso 15, Las Condes, Santiago, Chile

NGV Co-Investment Fund, LP
855 El Camino Real, Suite 272, Palo Alto, CA 94301

MKB Partners Fund II, Limited Partnership
1 Place Ville Marie, Suite 3670. Montreal, QC, Canada. H3B 3P2

MKB Partners Fund II International, Limited Partnership
1 Place Ville Marie, Suite 3670. Montreal, QC, Canada. H3B 3P2

PTT Public Company Limited
555 Vibhavadi Rangsit Road,
Chatuchak, Bangkok, Thailand,
10900

Robin Chemers Neustein
c/o Ernst & Young, 77 Water Street, 9th Floor, New York, NY 10005

SeedCo Capital
Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104
Cayman Islands

Determinant Capital
Cayman Corporate Centre, 27 Hospital Road George Town, Grand Cayman, KY1-9008, Cayman Islands

Tamarack FI Ample I LLC
12 Wooddale Road, Greenwich, CT 06830

Disruptive Innovation Fund, l.P.
200 State Street, Boston, MA 02109

Transform Ample, LP
708 Long Bridge St #1310 San Francisco 94158

Tamarack Global Opportunities I LP
12 Wooddale Road, Greenwich, CT 06830

XYZ Venture Capital Go Faster I, LP
2910 Lake Street
San Francisco, CA 94121

SMRT Ventures Pte Ltd
2 Tanjong Katong Road, #08-01, Tower 3, Paya Lebar Quarter, Singapore 4371671

Aypa Power Aggregator LP
345 Park Avenue
New York, NY 10154
Attention: Kush Patel

Banco Santander, S.A.
Ciudad Financiera Grupo Santander
Cantabria Avenue
28660 Boadilla del Monte
Madrid, Spain
c/o Jaime Ybarra Loring

SCHEDULE B
KEY HOLDERS

Name and Address	**Number of Shares Held**
Khaled Hassounah	5,578,125
John de Souza	2,921,875

EXHIBIT A

CONSENT OF SPOUSE

I, [_____], spouse of [_____], acknowledge that I have read the Amended and Restated Right of First Refusal and Co-Sale Agreement, dated as of October [__], 2021, to which this Consent is attached as Exhibit A (the "**Agreement**"), and that I know the contents of the Agreement. I am aware that the Agreement contains provisions regarding certain rights to certain other holders of Capital Stock of the Company upon a Proposed Key Holder Transfer of shares of Transfer Stock of the Company which my spouse may own including any interest I might have therein.

I hereby agree that my interest, if any, in any shares of Transfer Stock of the Company subject to the Agreement shall be irrevocably bound by the Agreement and further understand and agree that any community property interest I may have in such shares of Transfer Stock of the Company shall be similarly bound by the Agreement.

I am aware that the legal, financial and related matters contained in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent. I have either sought such guidance or counsel or determined after reviewing the Agreement carefully that I will waive such right.

Dated as of the ___ day of _____, _____.

_____
Signature

_____
Print Name