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?**

MKB Partners Fund II, Limited Partnership; MKB Partners Fund II International, Limited Partnership

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)
See summary page	
Contact phone +19177151313	Contact phone
Contact email s.muskin@mkbandco.com	Contact email

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?

25908172602250000000000001

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?** $ 1,589,315.07 . **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.

Convertible Promissory Note; Notes CN-31 and CN-32

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: _____

25908172602250000000000001

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 02/25/2026
MM / DD / YYYY

/s/Ken MacKinnon
Signature

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

Name: Ken MacKinnon
First name Middle name Last name

Title: Authorized Signatory

Company: MKB Partners Fund II
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

25908172602250000000000001

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:
MKB Partners Fund II, Limited Partnership; MKB Partners Fund II International, Limited Partnership
Saul Muskin
1 Place Ville Marie
Suite 3670
Montreal, Quebec, H3B 3P2
Canada
Phone:
+19177151313
Phone 2:
Fax:
Email:
s.muskin@mkbandco.com

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

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Convertible Promissory Note; Notes CN-31 and CN-32

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
1,589,315.07

Includes Interest or Charges:
Yes

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:
Ken MacKinnon on 25-Feb-2026 1:10:24 p.m. Pacific Time
Title:
Authorized Signatory
Company:
MKB Partners Fund II

VN: 91C149E1A8935DB355F34CB3541E5107

Your claim can be filed electronically on Verita's website at https://www.veritaglobal.net/ample

United States Bankruptcy Court for the Southern District of Texas	
Indicate Debtor against which you assert a claim by checking the appropriate box below. (**Check only one Debtor per claim form.**)	
☐ Ample, Inc. (Case No. 25-90817)	☐ Ample Texas EV, LLC (Case No. 25-90816)

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. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

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.

Part 1: Identify the Claim

1. Who is the current creditor?

MKB Partners Fund II, Limited Partnership; MKB Partners Fund II International, Limited Partnership
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?

Ken MacKinnon
Name

1 Place Ville Marie, Suite 3670
Number Street

Montreal Quebec H3B 3P2
City State ZIP Code

Canada
Country

Contact phone +1 917-715-1313

Contact email s.muskin@mkbandco.com

Where should payments to the creditor be sent? (if different)

Name

Number Street

City State ZIP Code

Country

Contact phone _____

Contact email _____

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? _____

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?**

$ $1,589,315.07 . **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.

Convertible Promissory Note; Notes CN-31 and CN-32

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

☑ No

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

Nature of property:

☐ Real estate: If the claim is secured by the debtor's principal 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: _____

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:

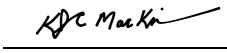
- ☐ I am the creditor.
- ☑ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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 02/25/2026
MM / DD / YYYY



Signature

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

Name: Kenneth (First name) Middle name: MacKinnon (Last name)

Title: Authorized Signatory

Company: MKB Partners Fund II, Limited Partnership MKB Partners Fund II International, Limited Partnership
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 1 Place Ville Marie, Suite 3670
Number Street

Montreal (City) Quebec (State) H3B 3P8 (ZIP Code) Canada (Country)

Contact phone: +1(514)-876-8515 Email: k.mackinnon@mkbandco.com

Modified Official Form 410

Instructions for Proof of Claim

United States Bankruptcy Court 12/24

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

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

How to fill out this form

- **Fill in all of the information about the claim as of the date the case was filed.**
- **Fill in the caption at the top of the form**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- **Attach any supporting documents to this form.** Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

  Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**

PLEASE SEND COMPLETED PROOF(S) OF CLAIM TO:
Ample Claims Processing Center
c/o KCC dba Verita Global
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

Alternatively, your claim can be filed electronically on Verita's website at https://www.veritaglobal.net/ample

- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State).* See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form or you may view a list of filed claims in this case by visiting the Claims and Noticing and Agent's website at https://www.veritaglobal.net/ample

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. §503(b)(9): A 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 the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. §101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Do not file these instructions with your form.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

STATEMENT IN SUPPORT OF PROOF OF CLAIM FILED BY MKB PARTNERS FUND II, LIMITED PARTNERSHIP AND MKB PARTNERS FUND INTERNATIONAL, LIMITED PARTNERSHIP

Claimant: MKB Partners Fund II, Limited Partnership; MKB Partners Fund II International, Limited Partnership

Debtor's name: AMPLE, INC. (Case No. 25-90817 (CML), U.S. Bankruptcy Court, S.D. Texas)

Basis of claim: Convertible Promissory Note (Note Number: CN-31) dated January 24, 2025 and Convertible Promissory Note (Note Number: CN-32) dated January 24, 2025 (together the "Convertible Promissory Notes") issued under the Note Purchase and Exchange Agreement dated January 3, 2025 (as amended from time to time)

Total amount claimed: USD 1,589,315.07

Principal: USD 1,000,000 = USD 984,133.11 + USD 15,866.89

Interest rate (simple 10% per annum): USD 89,315.07

Contractual Default/Acceleration premium (1.5x): USD 500,000

Pursuant to Section 3 (a) of the Convertible Promissory Note, the Note accelerates such that the amount immediately due and payable equals (x) one-and-one-half times (1.5x) the then-outstanding principal, plus (y) all unpaid accrued interest through the acceleration date. In particular, acceleration occurs at the option and upon the declaration of the Majority Holders with written notice, or automatically without notice if the Event of Default falls under Section 3(a)(ii) or (iii) (including bankruptcy).

"If there shall be any Event of Default (as defined below) hereunder, at the option and upon the declaration of the Majority Holders and upon written notice to the Company (which election and notice shall not be required in the case of an Event of Default under subsection (ii) or (iii) below}, this Note shall accelerate and an amount equal to {x) one and one-half times (1.5x) the then outstanding principal, and (y) unpaid accrued interest shall become immediately due and payable."

Day-count and interest calculations:

Accrual period: 24 January 2025 to 16 December 2025

Days: 326

Interest Rate: $1,000,000 * 10%* (326/365) = $89,315.07

Contractual Default/ Acceleration Premium: (1.5* $1,000,000) – $1,000,000 = $500,000

Supporting documents: Convertible Promissory Notes dated 24 January 2025

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "***ACT***"), OR UNDER THE SECURITIES LAWS OF ANY STATES IN THE UNITED STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

CONVERTIBLE PROMISSORY NOTE

MKB Partners Fund II International, Limited Partnership

Note Number: CN-31

Date of Note: January 24, 2025

Principal Amount of Note: $15,866.89

For value received, Ample, Inc., a Delaware corporation (the "***Company***"), promises to pay to the undersigned holder or such party's assigns (the "***Holder***") the principal amount set forth above with simple interest on the outstanding principal amount at the rate of 10% per annum. Interest shall commence with the date hereof and shall continue on the outstanding principal amount until paid in full or converted. Interest shall be computed on the basis of a year of 365 days for the actual number of days elapsed. All unpaid interest and principal shall be due and payable upon request of the Majority Holders on or after July 3, 2026 (the "***Original Maturity Date***"); provided, however, that the Original Maturity Date may be automatically extended to the date of the Extended Maturity Date as defined in, and without further action or consent of the Holders pursuant to the terms of, Section 1(d) hereof.

1. Basic Terms.

(a) Series of Notes. This convertible promissory note (the "***Note***") is issued as part of a series of notes (collectively, the "***Notes***") issued pursuant to that certain Note Purchase and Exchange Agreement, dated January 3, 2025, as may be amended and/or restated from time to time (the "***Purchase Agreement***"), and having an aggregate principal amount not to exceed $100,000,000 and issued in a series of multiple closings to certain persons and entities (collectively, the "***Holders***"). The Company shall maintain a ledger of all Holders. Capitalized terms used and not otherwise defined herein will have the meanings set forth in the Purchase Agreement.

(b) Payments. All payments of interest and principal shall be in lawful money of the United States of America and shall be made pro rata among all Holders (based upon then-outstanding principal amounts of the Notes held by such Holders). All payments shall be applied first to any fees and expenses due and payable hereunder, then to accrued interest, and thereafter to principal.

(c) Prepayment. The Company may not prepay this Note prior to the Maturity Date without the consent of the Majority Holders (as defined in the Purchase Agreement); provided that if the Notes are prepaid, each Holder shall receive a cash repayment equal to (x) one and one-half times (1.5x) the then outstanding principal, and (y) unpaid accrued interest, unless otherwise agreed by the Majority

Holders.

(d) Extended Maturity Date. In the event that the Company issues and sells shares of its Preferred Stock to Preferred Investors while this Note remains outstanding in an equity financing that is a Nonqualified Financing (as defined below) with total proceeds to the Company of not less than $100,000,000 (excluding the conversion of the Notes or other convertible securities issued for capital raising purposes (e.g., Simple Agreements for Future Equity)) (an "***Extended Maturity Date Nonqualifed Financing***"), and the Majority Holders do not elect to treat such equity financing as a Qualified Financing pursuant to Section 2(b) hereof, then the Original Maturity Date will, automatically and without further action or consent of the Holders, be extended no more than one time to a date eighteen (18) months after the date of the initial closing of such Extended Maturity Date Nonqualifed Financing (as such, the "***Extended Maturity Date***" and sometimes referenced herein together with the Original Maturity Date, the "***Maturity Date***").

2. Conversion and Repayment.

(a) Conversion upon a Qualified Financing. In the event that the Company issues and sells shares of its Preferred Stock to investors (the "***Preferred Investors***") while this Note remains outstanding in an equity financing with total proceeds to the Company of not less than $150,000,000 (excluding the conversion of the Notes or other convertible securities issued for capital raising purposes (*e.g.*, Simple Agreements for Future Equity)) (a "***Qualified Financing***"), then the outstanding principal amount of this Note and any unpaid accrued interest shall, effective upon the initial closing of such Qualified Financing, automatically convert in whole without any further action by the Holder into shares of Shadow Preferred Stock at a conversion price per share (the "***Conversion Price***") equal to the cash price paid per share of the Preferred Stock in the Qualified Financing, multiplied by 0.667, rounded to five decimal places. The issuance of the Shadow Preferred Stock pursuant to the conversion of this Note shall be upon and subject to the same terms and conditions applicable to preferred stock sold in the Qualified Financing. "***Shadow Preferred Stock***" means a newly created series of Preferred Stock having identical rights, privileges, preferences and restrictions as the Preferred Stock issued in the Qualified Financing, and otherwise on the same terms and conditions, other than with respect to (if applicable): (i) the initial per share liquidation preference and the initial conversion price per share for purposes of price-based anti-dilution protection, which will be equal to the Conversion Price; and (ii) the per share dividend, which will be the same percentage of the Conversion Price as applied to determine the per share dividends of the Preferred Investors in the Qualified Financing relative to the purchase price paid by the Preferred Investors; provided that, for the sake of clarity, the Shadow Preferred will have the same liquidation preference multiple as the Preferred Stock issued in such Qualified Financing.

(b) Optional Conversion at non-Qualified Financing. In the event the Company consummates, while this Note remains outstanding, an equity financing pursuant to which it sells shares of its Preferred Stock in a transaction for capital raising purposes that does not constitute a Qualified Financing (a "***Nonqualified Financing***"), then the Majority Holders shall have the option to treat such equity financing as a Qualified Financing on the same terms set forth herein and thereby convert the outstanding principal amount of the Notes and any unpaid accrued interest into the shares of Shadow Preferred Stock on the same terms and conditions as would otherwise apply to conversion of the Notes into shares of Shadow Preferred Stock in a Qualified Financing. The Company shall give the Holder notice of a Nonqualified Financing not less than ten (10) business days prior to the anticipated date of consummation of the Nonqualified Financing and the Majority Holders shall have five (5) business days following such notice of such Nonqualified Financing to elect to convert the Notes in such Nonqualified Financing.

(c) Change of Control. If the Company consummates a Change of Control (as defined below) while this Note remains outstanding, the Company shall upon the consummation of such

Change of Control, repay the Holder in cash in an amount (the "***Cash-Out Amount***") equal to (i) 150% of the outstanding principal amount of this Note, plus (ii) any unpaid accrued interest. For purposes of this Note, a "***Change of Control***" means (i) any Deemed Liquidation Event (as defined in the Company's then-effective certificate of incorporation), (ii) a consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shares of capital stock of the Company immediately prior to such consolidation, merger or reorganization continue to represent a majority of the voting power of the surviving entity immediately after such consolidation, merger or reorganization; (iii) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company's voting power is transferred; or (iv) the sale or transfer of all or substantially all of the Company's assets, or the exclusive license of all or substantially all of the Company's material intellectual property; provided that a Change of Control shall not include any transaction or series of transactions which constitute a bona fide venture financing transaction for capital raising purposes. The Company shall give the Holder notice of a Change of Control not less than five (5) business days prior to the anticipated date of consummation of the Change of Control. Any repayment pursuant to this Section in connection with a Change of Control shall be subject to any required tax withholdings, and may be made by the Company (or any party to such Change of Control or its agent) following the Change of Control in connection with payment procedures established in connection with such Change of Control. The Holder's right to receive the Cash-Out Amount shall be senior to any payments or distribution made with respect to any capital stock of the Company.

(d) Procedure for Conversion. In connection with any conversion of this Note into capital stock, the Holder shall surrender this Note to the Company and deliver to the Company any documentation reasonably required by the Company (including, in the case of a Qualified Financing or Nonqualified Financing in which the Majority Holders have elected to convert the Notes, all financing documents executed by the Preferred Investors in connection with such financing). The Company shall not be required to issue or deliver the capital stock into which this Note may convert until the Holder has delivered to the Company such financing documents. Any failure of the Holder to surrender the Note shall not prevent the issuance or delivery of the capital stock into which this Note converts, but upon the effectiveness of the conversion and the receipt by Holder of duly issued stock certificates evidencing such shares of capital stock, the rights of the Holder to any repayment or conversion under this Note shall terminate. Upon the conversion of this Note into capital stock pursuant to the terms hereof, in lieu of any fractional shares to which the Holder would otherwise be entitled, the Company shall pay the Holder cash equal to such fraction multiplied by the price at which this Note converts.

(e) Interest Accrual. If a Change of Control, Qualified Financing or Nonqualified Financing in which the Majority Holders have elected to convert the Notes is consummated, all interest on this Note shall be deemed to have stopped accruing as of a date selected by the Company that is up to 10 days prior to the signing of the definitive agreement for the Change of Control or applicable financing.

3. Events of Default.

(a) If there shall be any Event of Default (as defined below) hereunder, at the option and upon the declaration of the Majority Holders and upon written notice to the Company (which election and notice shall not be required in the case of an Event of Default under subsection (ii) or (iii) below), this Note shall accelerate and an amount equal to (x) one and one-half times (1.5x) the then outstanding

principal, and (y) unpaid accrued interest shall become immediately due and payable. The occurrence of any one or more of the following shall constitute an "***Event of Default***":

(i) The Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any unpaid accrued interest or other amounts due under this Note on the date the same becomes due and payable;

(ii) The Company files any petition or action for relief under any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, liquidation or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing;

(iii) An involuntary petition is filed, or any proceeding or case is commenced, against the Company (unless such petition, proceeding or case is dismissed or discharged within 60 days) under any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, liquidation or moratorium statute or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company, or an order for relief is entered against the Company in any of the foregoing;

(iv) Any representation or warranty made by the Company herein or in the Purchase Agreement proves to have been false or misleading on or as of the date made, except where such false or misleading representation or warranty would not result in a Material Adverse Effect (as defined in the Purchase Agreement); or

(v) The Company fails to perform or observe any covenant, term, condition or agreement contained in this Note or any agreement executed and delivered in connection herewith, and the breach of such covenant, term, condition or agreement is not cured within ten (10) business days after the Company's receipt of notice of such breach from the Holder.

(b) In the event of any Event of Default hereunder, the Company shall pay all reasonable attorneys' fees and court costs incurred by the Holder in enforcing and collecting this Note.

4. Miscellaneous Provisions.

(a) Waivers. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

(b) Further Assurances. The Holder agrees and covenants that at any time and from time to time the Holder will promptly execute and deliver to the Company such further instruments and documents and take such further action as the Company may reasonably require in order to carry out the full intent and purpose of this Note and to comply with state or federal securities laws or other regulatory approvals.

(c) Successors and Assigns; Transfer of this Note or Securities Issuable on Conversion Hereof; No Transfers to Bad Actors; Notice of Bad Actor Status.

(i) Subject to the restrictions on transfer described in this Section 4(c), the rights and obligations of the Company and Holder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

(ii) With respect to any offer, sale or other disposition of this Note or securities into which such Note may be converted, Holder will give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of Holder's counsel, or other evidence if reasonably satisfactory to the Company, to the effect that such offer, sale or other distribution may be effected without registration or qualification (under any federal or state law then in effect). Upon receiving such written notice and reasonably satisfactory opinion, if so requested, or other evidence, the Company, as promptly as practicable, shall notify Holder that Holder may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the notice delivered to the Company. If a determination has been made pursuant to this Section 4(c) that the opinion of counsel for Holder, or other evidence, is not reasonably satisfactory to the Company, the Company shall so notify Holder promptly after such determination has been made. Each Note thus transferred and each certificate, instrument or book entry representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Securities Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the Securities Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. It is agreed that the Company will not require opinions of counsel for transactions made pursuant to Rule 144.

(iii) Subject to Section 4(c)(ii), transfers of this Note shall be registered upon registration books maintained for such purpose by or on behalf of the Company as provided in the Purchase Agreement. Prior to presentation of this Note for registration of transfer, the Company shall treat the registered holder hereof as the owner and holder of this Note for the purpose of receiving all payments of principal and interest hereon and for all other purposes whatsoever, whether or not this Note shall be overdue and the Company shall not be affected by notice to the contrary.

(iv) Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior written consent of the Majority Holders.

(v) Holder agrees not to sell, assign, transfer, pledge or otherwise dispose of any securities of the Company issued upon conversion of the Note, or any beneficial interest therein, to any person (other than the Company or an affiliate of the Holder) unless and until the proposed transferee confirms to the reasonable satisfaction of the Company that neither the proposed transferee nor any of its directors, executive officers, other officers that may serve as a director or officer of any company in which it invests, general partners or managing members nor any person that would be deemed a beneficial owner of those securities (in accordance with Rule 506(d) of the Securities Act) is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act, except as set forth in Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Securities Act and disclosed, reasonably in advance of the transfer, in writing in reasonable detail to the Company. Holder will promptly notify the Company in writing if Holder or, to Holder's knowledge, any person specified in Rule 506(d)(1) under the Securities Act becomes subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act.

(d) Market Standoff. The Holder, on behalf of itself and its assignees, hereby agrees that the Holder and any such assignees shall be bound by the market standoff provision in Section 2.11 of the Investors' Rights Agreement.

(e) Amendment and Waiver. Any term of this Note may be amended or waived with the written consent of the Company and the Holder (provided any such amendment does not provide an advantage to the Holder that is not provided to the other Holders). In addition, any term of this Note may be amended or waived with the written consent of the Company and the Majority Holders. Upon the effectuation of such waiver or amendment with the consent of the Majority Holders in conformance with

this paragraph, such amendment or waiver shall be effective as to, and binding against the holders of, all of the Notes, and the Company shall promptly give written notice thereof to the Holder if the Holder has not previously consented to such amendment or waiver in writing; provided that the failure to give such notice shall not affect the validity of such amendment or waiver.

(f) Governing Law. This Note shall be governed by and construed under the laws of the State of Delaware, as applied to agreements among Delaware residents, made and to be performed entirely within the State of Delaware, without giving effect to conflicts of laws principles.

(g) Binding Agreement. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Note, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities under or by reason of this Note, except as expressly provided in this Note.

(h) Counterparts; Manner of Delivery. This Note may be executed in two 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 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.

(i) Titles and Subtitles. The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

(j) Notices. All notices and other communications given or made pursuant to this Note shall be in writing (including electronic mail as permitted in this Note) and shall be deemed effectively given upon the earlier of actual receipt, or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one 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 the signature page, or to such e-mail address or address as subsequently modified by written notice given in accordance with this Section 4(k). If notice is given to the Company, a copy (which copy shall not constitute notice) shall also be sent to WilmerHale LLP, 2600 El Camino Real, Suite 400, Palo Alto, CA 94306, Attention: Todd Rumberger (email: todd.rumberger@wilmerhale.com). Each party consents (including for purposes of Section 232 of the Delaware General Corporation Law if this Note converts into capital stock of the Company) to the delivery of any notice pursuant to this Note by electronic mail at the e-mail address set forth below on the signature page, as updated from time to time by notice to the other party. To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each party agrees to promptly notify the other party of any change in its e-mail address, and that failure to do so shall not affect the foregoing. The terms of this Section 4(j) shall survive any conversion and/or repayment of this Note.

(k) Expenses. Except as otherwise provided in the Purchase Agreement, each of the Company and the Holder shall bear such party's respective expenses and legal fees incurred with respect to the negotiation, execution and delivery of this Note and the transactions contemplated herein. In the event of any default hereunder, the Company shall pay all expenses, including reasonable attorneys' fees and court costs incurred by Holder in enforcing and collecting this Note.

(l) Waiver of Conflicts. Each party to this Note acknowledges that WilmerHale LLP ("***WilmerHale***") has acted as counsel solely to the Company with respect to this Note, the Purchase Agreement and the transactions contemplated hereby and thereby (together, the "***Note Financing***"), and has negotiated the terms of the Note Financing solely on behalf of the Company. WilmerHale may have, in the past, represented and/or may, now or in the future, represent the Holder and/or its affiliates in other matters, including matters that are similar, but not substantially related, to the Note Financing. The applicable rules of professional conduct require that WilmerHale inform its clients of these representations and obtain their waivers of the conflicts that may arise from such representations. Each of the Company and the Holder hereby (i) acknowledges that such party has been advised about such circumstances and has had an opportunity to ask for additional information, (ii) acknowledges that, with respect to the Note Financing, WilmerHale has represented solely the Company and no other party, and (iii) gives its informed consent to WilmerHale's representation of the Company in the Note Financing and WilmerHale's representation of the Holder and/or its affiliates in such unrelated matters.

(m) Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to the Holder, upon any breach or default of the Company under this Note shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any 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. It is further agreed that any waiver, permit, consent or approval of any kind or character by the Holder of any breach or default under this Note, or any waiver by the Holder of any provisions or conditions of this Note, must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Note, or by law or otherwise afforded to the Holder, shall be cumulative and not alternative. This Note shall be void and of no force or effect in the event that the Holder fails to remit the full principal amount to the Company within five calendar days of the date of this Note.

(n) Entire Agreement. This Note, together with the Purchase Agreement and the other Transaction Agreements, constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof, and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

(o) Exculpation among Holders. The Holder acknowledges that the Holder is not relying on any person, firm or corporation, other than the Company and its officers and members of the Company's Board of Directors, in making the Holder's investment or decision to invest in the Company.

(p) Seniority; Pari Passu Notes; Subordination. The indebtedness evidenced by this Note and the other Notes is senior in right of payment to any outstanding unsecured debt owed by the Company and the Company's equity securities. If Holder holds any unsecured debt owed by the Company to Holder or holds any equity securities of the Company, Holder hereby acknowledges and agrees that such other unsecured debt or equity securities are subordinated in right of payment to the Notes. The payment of all or any portion of the outstanding principal amount of this Note and all interest hereon shall be pari passu in right of payment and in all other respects to any other Notes. If the Holder receives payments in excess of its pro rata share of the Company's payments to the holders of all of the Notes, then the Holder shall hold in trust all such excess payments for the benefit of the Holders of the other Notes and shall pay such amounts held in trust to such other holders upon demand by such holders. If requested by the Company and approved by the Majority Holders, the Notes may be subordinated to future indebtedness of the Company for money borrowed from banks or similar financial institutions, including venture debt financing, and under any capital leases.

(q) Broker's Fees. Each party hereto represents and warrants that no agent, broker,

investment banker, person or firm acting on behalf of or under the authority of such party hereto is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each party hereto further agrees to indemnify each other party for any claims, losses or expenses incurred by such other party as a result of the representation in this subsection being untrue.

(r) Excessive Interest. Notwithstanding any other provision herein or in the Purchase Agreement to the contrary, this Note is hereby expressly limited so that the interest rate charged hereunder shall at no time exceed the maximum rate permitted by applicable law. If, for any circumstance whatsoever, the interest rate charged exceeds the maximum rate permitted by applicable law, the interest rate shall be reduced to the maximum rate permitted, and if the Holder shall have received an amount that would cause the interest rate charged to be in excess of the maximum rate permitted, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing hereunder (without charge for prepayment) and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal, such excess shall be refunded to the Company.

5. Tax Matters.

(a) Any Holder, successor, assign, or participant that is entitled to an exemption from or reduction of withholding tax (including, without limitation, any withholding tax imposed under any of Sections 1441 – 1446 of the Internal Revenue Code of 1986, as amended (the "***Code***"), Sections 1471 – 1474 of the Code, and/or Sections 3401 – 3406 of the Code) under the law of the United States, or an applicable treaty to which such jurisdiction is a party, with respect to payments under this Note or any other related transaction document shall deliver to the Company, at the time or times prescribed by applicable law and at any times reasonably requested by the Company, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Company as will permit such payments to be made without withholding or at a reduced rate.

(b) Without limiting the generality of the foregoing, on or prior to the date of this Note and on or prior to any other date that a person becomes a Holder hereunder or the Note is transferred or assigned (and from time to time thereafter upon the reasonable request of the Company),

(i) each Holder that is a "United States person" as defined in Section 7701(a)(30) of the Code shall provide the Company with a duly completed and executed United States Internal Revenue Service ("***IRS***") Form W-9; and

(ii) each Holder that is not such a "United States person" (a "***Foreign Holder***"), in order to claim a complete exemption from withholding tax under Code Sections 871(h) or 881(c) with respect to payments of "portfolio interest," such Foreign Holder shall: (i) deliver to the Company the applicable duly executed originals of IRS Form W-8BEN or Form W-8BEN-E, as applicable (together with a certificate representing that such Foreign Holder is not a bank for purposes of Code Section 881(c), is not a 10-percent shareholder (within the meaning of Code Section 871(h)(3)(B)) of the Company and is not a controlled foreign corporation related to the Company (within the meaning of Code Section 864(d)(4))); and (ii) deliver to the Company any such form or certification (or any applicable successor form) promptly upon the obsolescence or invalidity of any form previously delivered by such Holder. To the extent a Foreign Holder is not the beneficial owner of interest or other amounts paid with respect to the Note, such Holder shall deliver to the Company duly executed originals of IRS Form W-8IMY, accompanied by applicable IRS Forms W-9, W-8BEN, Form W-8BEN-E and/or other certification documents from each beneficial owner (provided that if Holder is treated as a partnership for U.S. federal income tax purposes, Holder shall provide a certificate on behalf of each direct and indirect partner representing that such direct and indirect partner is not a bank for purposes of Code Section 881(c), is not

a 10-percent shareholder (within the meaning of Code Section 871(h)(3)(B)) of the Company and is not a controlled foreign corporation related to the Company (within the meaning of Code Section 864(d)(4))).

(c) This Note is in registered form within the meaning of Section 1.871-14(c)(1)(i) of the U.S. Treasury income tax regulations for United States federal income and withholding tax purposes. This Note may be transferred only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form reasonably satisfactory to the Company. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Principal and interest shall be paid solely to the registered holder of this Note, and such payment shall constitute full discharge of the Company's obligation to pay such principal and interest.

(d) The Company shall be entitled to deduct or withhold from any payments under this Note any amounts it is required to deduct or withhold as required by applicable law. To the extent that amounts are deducted and withheld from payments otherwise payable pursuant to this Note and paid over to the appropriate governmental authority, such amounts shall be treated for all purposes of this Note as having been paid to the person in respect of whom such deduction or withholding was made. If a payment is payable (in whole or in part) in consideration other than cash and if the cash portion of any such payment is insufficient to satisfy all required tax withholding obligations (or the payment consists entirely of non-cash consideration), the Company shall retain an amount of the non-cash consideration otherwise payable equal in value to the amount required to satisfy any applicable withholding (as reasonably determined by the Company in good faith).

[Signature pages follow]

The parties have executed this **Convertible Promissory Note** as of the date first noted above.

COMPANY:

AMPLE, INC.

By: _____

Name: Khaled Hassounah
Title: Chief Executive Officer

E-mail: khassounah@ample.com

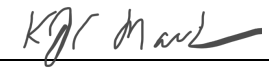
Address: 100 Hooper St., Suite 25
San Francisco, CA 94107

Doc ID: 4c5f24335124066237b60ebc3a9c55730eb86747

The parties have executed this **Convertible Promissory Note** as of the date first noted above.

HOLDER (if an entity):

Name of Holder: MKB Partners Fund II International, Limited Partnership

By: 

Name: Kenneth MacKinnon
Title: Authorized Signatory

E-mail: k.mackinnon@mkbandco.com

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

HOLDER (if an individual):

Name of Holder: _____

Signature: _____

E-mail: _____

Address: _____

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "***ACT***"), OR UNDER THE SECURITIES LAWS OF ANY STATES IN THE UNITED STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

CONVERTIBLE PROMISSORY NOTE

MKB Partners Fund II, Limited Partnership

Note Number: CN-32

Date of Note: January 24, 2025

Principal Amount of Note: $984,133.11

For value received, Ample, Inc., a Delaware corporation (the "***Company***"), promises to pay to the undersigned holder or such party's assigns (the "***Holder***") the principal amount set forth above with simple interest on the outstanding principal amount at the rate of 10% per annum. Interest shall commence with the date hereof and shall continue on the outstanding principal amount until paid in full or converted. Interest shall be computed on the basis of a year of 365 days for the actual number of days elapsed. All unpaid interest and principal shall be due and payable upon request of the Majority Holders on or after July 3, 2026 (the "***Original Maturity Date***"); provided, however, that the Original Maturity Date may be automatically extended to the date of the Extended Maturity Date as defined in, and without further action or consent of the Holders pursuant to the terms of, Section 1(d) hereof.

1. Basic Terms.

(a) Series of Notes. This convertible promissory note (the "***Note***") is issued as part of a series of notes (collectively, the "***Notes***") issued pursuant to that certain Note Purchase and Exchange Agreement, dated January 3, 2025, as may be amended and/or restated from time to time (the "***Purchase Agreement***"), and having an aggregate principal amount not to exceed $100,000,000 and issued in a series of multiple closings to certain persons and entities (collectively, the "***Holders***"). The Company shall maintain a ledger of all Holders. Capitalized terms used and not otherwise defined herein will have the meanings set forth in the Purchase Agreement.

(b) Payments. All payments of interest and principal shall be in lawful money of the United States of America and shall be made pro rata among all Holders (based upon then-outstanding principal amounts of the Notes held by such Holders). All payments shall be applied first to any fees and expenses due and payable hereunder, then to accrued interest, and thereafter to principal.

(c) Prepayment. The Company may not prepay this Note prior to the Maturity Date without the consent of the Majority Holders (as defined in the Purchase Agreement); provided that if the Notes are prepaid, each Holder shall receive a cash repayment equal to (x) one and one-half times (1.5x) the then outstanding principal, and (y) unpaid accrued interest, unless otherwise agreed by the Majority

Holders.

(d) Extended Maturity Date. In the event that the Company issues and sells shares of its Preferred Stock to Preferred Investors while this Note remains outstanding in an equity financing that is a Nonqualified Financing (as defined below) with total proceeds to the Company of not less than $100,000,000 (excluding the conversion of the Notes or other convertible securities issued for capital raising purposes (e.g., Simple Agreements for Future Equity)) (an "***Extended Maturity Date Nonqualifed Financing***"), and the Majority Holders do not elect to treat such equity financing as a Qualified Financing pursuant to Section 2(b) hereof, then the Original Maturity Date will, automatically and without further action or consent of the Holders, be extended no more than one time to a date eighteen (18) months after the date of the initial closing of such Extended Maturity Date Nonqualifed Financing (as such, the "***Extended Maturity Date***" and sometimes referenced herein together with the Original Maturity Date, the "***Maturity Date***").

2. Conversion and Repayment.

(a) Conversion upon a Qualified Financing. In the event that the Company issues and sells shares of its Preferred Stock to investors (the "***Preferred Investors***") while this Note remains outstanding in an equity financing with total proceeds to the Company of not less than $150,000,000 (excluding the conversion of the Notes or other convertible securities issued for capital raising purposes (*e.g.*, Simple Agreements for Future Equity)) (a "***Qualified Financing***"), then the outstanding principal amount of this Note and any unpaid accrued interest shall, effective upon the initial closing of such Qualified Financing, automatically convert in whole without any further action by the Holder into shares of Shadow Preferred Stock at a conversion price per share (the "***Conversion Price***") equal to the cash price paid per share of the Preferred Stock in the Qualified Financing, multiplied by 0.667, rounded to five decimal places. The issuance of the Shadow Preferred Stock pursuant to the conversion of this Note shall be upon and subject to the same terms and conditions applicable to preferred stock sold in the Qualified Financing. "***Shadow Preferred Stock***" means a newly created series of Preferred Stock having identical rights, privileges, preferences and restrictions as the Preferred Stock issued in the Qualified Financing, and otherwise on the same terms and conditions, other than with respect to (if applicable): (i) the initial per share liquidation preference and the initial conversion price per share for purposes of price-based anti-dilution protection, which will be equal to the Conversion Price; and (ii) the per share dividend, which will be the same percentage of the Conversion Price as applied to determine the per share dividends of the Preferred Investors in the Qualified Financing relative to the purchase price paid by the Preferred Investors; provided that, for the sake of clarity, the Shadow Preferred will have the same liquidation preference multiple as the Preferred Stock issued in such Qualified Financing.

(b) Optional Conversion at non-Qualified Financing. In the event the Company consummates, while this Note remains outstanding, an equity financing pursuant to which it sells shares of its Preferred Stock in a transaction for capital raising purposes that does not constitute a Qualified Financing (a "***Nonqualified Financing***"), then the Majority Holders shall have the option to treat such equity financing as a Qualified Financing on the same terms set forth herein and thereby convert the outstanding principal amount of the Notes and any unpaid accrued interest into the shares of Shadow Preferred Stock on the same terms and conditions as would otherwise apply to conversion of the Notes into shares of Shadow Preferred Stock in a Qualified Financing. The Company shall give the Holder notice of a Nonqualified Financing not less than ten (10) business days prior to the anticipated date of consummation of the Nonqualified Financing and the Majority Holders shall have five (5) business days following such notice of such Nonqualified Financing to elect to convert the Notes in such Nonqualified Financing.

(c) Change of Control. If the Company consummates a Change of Control (as defined below) while this Note remains outstanding, the Company shall upon the consummation of such

Change of Control, repay the Holder in cash in an amount (the "***Cash-Out Amount***") equal to (i) 150% of the outstanding principal amount of this Note, plus (ii) any unpaid accrued interest. For purposes of this Note, a "***Change of Control***" means (i) any Deemed Liquidation Event (as defined in the Company's then-effective certificate of incorporation), (ii) a consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the shares of capital stock of the Company immediately prior to such consolidation, merger or reorganization continue to represent a majority of the voting power of the surviving entity immediately after such consolidation, merger or reorganization; (iii) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company's voting power is transferred; or (iv) the sale or transfer of all or substantially all of the Company's assets, or the exclusive license of all or substantially all of the Company's material intellectual property; provided that a Change of Control shall not include any transaction or series of transactions which constitute a bona fide venture financing transaction for capital raising purposes. The Company shall give the Holder notice of a Change of Control not less than five (5) business days prior to the anticipated date of consummation of the Change of Control. Any repayment pursuant to this Section in connection with a Change of Control shall be subject to any required tax withholdings, and may be made by the Company (or any party to such Change of Control or its agent) following the Change of Control in connection with payment procedures established in connection with such Change of Control. The Holder's right to receive the Cash-Out Amount shall be senior to any payments or distribution made with respect to any capital stock of the Company.

(d) Procedure for Conversion. In connection with any conversion of this Note into capital stock, the Holder shall surrender this Note to the Company and deliver to the Company any documentation reasonably required by the Company (including, in the case of a Qualified Financing or Nonqualified Financing in which the Majority Holders have elected to convert the Notes, all financing documents executed by the Preferred Investors in connection with such financing). The Company shall not be required to issue or deliver the capital stock into which this Note may convert until the Holder has delivered to the Company such financing documents. Any failure of the Holder to surrender the Note shall not prevent the issuance or delivery of the capital stock into which this Note converts, but upon the effectiveness of the conversion and the receipt by Holder of duly issued stock certificates evidencing such shares of capital stock, the rights of the Holder to any repayment or conversion under this Note shall terminate. Upon the conversion of this Note into capital stock pursuant to the terms hereof, in lieu of any fractional shares to which the Holder would otherwise be entitled, the Company shall pay the Holder cash equal to such fraction multiplied by the price at which this Note converts.

(e) Interest Accrual. If a Change of Control, Qualified Financing or Nonqualified Financing in which the Majority Holders have elected to convert the Notes is consummated, all interest on this Note shall be deemed to have stopped accruing as of a date selected by the Company that is up to 10 days prior to the signing of the definitive agreement for the Change of Control or applicable financing.

3. Events of Default.

(a) If there shall be any Event of Default (as defined below) hereunder, at the option and upon the declaration of the Majority Holders and upon written notice to the Company (which election and notice shall not be required in the case of an Event of Default under subsection (ii) or (iii) below), this Note shall accelerate and an amount equal to (x) one and one-half times (1.5x) the then outstanding

principal, and (y) unpaid accrued interest shall become immediately due and payable. The occurrence of any one or more of the following shall constitute an "***Event of Default***":

(i) The Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any unpaid accrued interest or other amounts due under this Note on the date the same becomes due and payable;

(ii) The Company files any petition or action for relief under any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, liquidation or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing;

(iii) An involuntary petition is filed, or any proceeding or case is commenced, against the Company (unless such petition, proceeding or case is dismissed or discharged within 60 days) under any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, liquidation or moratorium statute or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company, or an order for relief is entered against the Company in any of the foregoing;

(iv) Any representation or warranty made by the Company herein or in the Purchase Agreement proves to have been false or misleading on or as of the date made, except where such false or misleading representation or warranty would not result in a Material Adverse Effect (as defined in the Purchase Agreement); or

(v) The Company fails to perform or observe any covenant, term, condition or agreement contained in this Note or any agreement executed and delivered in connection herewith, and the breach of such covenant, term, condition or agreement is not cured within ten (10) business days after the Company's receipt of notice of such breach from the Holder.

(b) In the event of any Event of Default hereunder, the Company shall pay all reasonable attorneys' fees and court costs incurred by the Holder in enforcing and collecting this Note.

4. Miscellaneous Provisions.

(a) Waivers. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

(b) Further Assurances. The Holder agrees and covenants that at any time and from time to time the Holder will promptly execute and deliver to the Company such further instruments and documents and take such further action as the Company may reasonably require in order to carry out the full intent and purpose of this Note and to comply with state or federal securities laws or other regulatory approvals.

(c) Successors and Assigns; Transfer of this Note or Securities Issuable on Conversion Hereof; No Transfers to Bad Actors; Notice of Bad Actor Status.

(i) Subject to the restrictions on transfer described in this Section 4(c), the rights and obligations of the Company and Holder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

(ii) With respect to any offer, sale or other disposition of this Note or securities into which such Note may be converted, Holder will give written notice to the Company prior thereto, describing briefly the manner thereof, together with a written opinion of Holder's counsel, or other evidence if reasonably satisfactory to the Company, to the effect that such offer, sale or other distribution may be effected without registration or qualification (under any federal or state law then in effect). Upon receiving such written notice and reasonably satisfactory opinion, if so requested, or other evidence, the Company, as promptly as practicable, shall notify Holder that Holder may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the notice delivered to the Company. If a determination has been made pursuant to this Section 4(c) that the opinion of counsel for Holder, or other evidence, is not reasonably satisfactory to the Company, the Company shall so notify Holder promptly after such determination has been made. Each Note thus transferred and each certificate, instrument or book entry representing the securities thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Securities Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the Securities Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. It is agreed that the Company will not require opinions of counsel for transactions made pursuant to Rule 144.

(iii) Subject to Section 4(c)(ii), transfers of this Note shall be registered upon registration books maintained for such purpose by or on behalf of the Company as provided in the Purchase Agreement. Prior to presentation of this Note for registration of transfer, the Company shall treat the registered holder hereof as the owner and holder of this Note for the purpose of receiving all payments of principal and interest hereon and for all other purposes whatsoever, whether or not this Note shall be overdue and the Company shall not be affected by notice to the contrary.

(iv) Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior written consent of the Majority Holders.

(v) Holder agrees not to sell, assign, transfer, pledge or otherwise dispose of any securities of the Company issued upon conversion of the Note, or any beneficial interest therein, to any person (other than the Company or an affiliate of the Holder) unless and until the proposed transferee confirms to the reasonable satisfaction of the Company that neither the proposed transferee nor any of its directors, executive officers, other officers that may serve as a director or officer of any company in which it invests, general partners or managing members nor any person that would be deemed a beneficial owner of those securities (in accordance with Rule 506(d) of the Securities Act) is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act, except as set forth in Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Securities Act and disclosed, reasonably in advance of the transfer, in writing in reasonable detail to the Company. Holder will promptly notify the Company in writing if Holder or, to Holder's knowledge, any person specified in Rule 506(d)(1) under the Securities Act becomes subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act.

(d) Market Standoff. The Holder, on behalf of itself and its assignees, hereby agrees that the Holder and any such assignees shall be bound by the market standoff provision in Section 2.11 of the Investors' Rights Agreement.

(e) Amendment and Waiver. Any term of this Note may be amended or waived with the written consent of the Company and the Holder (provided any such amendment does not provide an advantage to the Holder that is not provided to the other Holders). In addition, any term of this Note may be amended or waived with the written consent of the Company and the Majority Holders. Upon the effectuation of such waiver or amendment with the consent of the Majority Holders in conformance with

this paragraph, such amendment or waiver shall be effective as to, and binding against the holders of, all of the Notes, and the Company shall promptly give written notice thereof to the Holder if the Holder has not previously consented to such amendment or waiver in writing; provided that the failure to give such notice shall not affect the validity of such amendment or waiver.

(f) Governing Law. This Note shall be governed by and construed under the laws of the State of Delaware, as applied to agreements among Delaware residents, made and to be performed entirely within the State of Delaware, without giving effect to conflicts of laws principles.

(g) Binding Agreement. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Note, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations or liabilities under or by reason of this Note, except as expressly provided in this Note.

(h) Counterparts; Manner of Delivery. This Note may be executed in two 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 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.

(i) Titles and Subtitles. The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

(j) Notices. All notices and other communications given or made pursuant to this Note shall be in writing (including electronic mail as permitted in this Note) and shall be deemed effectively given upon the earlier of actual receipt, or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one 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 the signature page, or to such e-mail address or address as subsequently modified by written notice given in accordance with this Section 4(k). If notice is given to the Company, a copy (which copy shall not constitute notice) shall also be sent to WilmerHale LLP, 2600 El Camino Real, Suite 400, Palo Alto, CA 94306, Attention: Todd Rumberger (email: todd.rumberger@wilmerhale.com). Each party consents (including for purposes of Section 232 of the Delaware General Corporation Law if this Note converts into capital stock of the Company) to the delivery of any notice pursuant to this Note by electronic mail at the e-mail address set forth below on the signature page, as updated from time to time by notice to the other party. To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each party agrees to promptly notify the other party of any change in its e-mail address, and that failure to do so shall not affect the foregoing. The terms of this Section 4(j) shall survive any conversion and/or repayment of this Note.

(k) Expenses. Except as otherwise provided in the Purchase Agreement, each of the Company and the Holder shall bear such party's respective expenses and legal fees incurred with respect to the negotiation, execution and delivery of this Note and the transactions contemplated herein. In the event of any default hereunder, the Company shall pay all expenses, including reasonable attorneys' fees and court costs incurred by Holder in enforcing and collecting this Note.

(l) Waiver of Conflicts. Each party to this Note acknowledges that WilmerHale LLP ("***WilmerHale***") has acted as counsel solely to the Company with respect to this Note, the Purchase Agreement and the transactions contemplated hereby and thereby (together, the "***Note Financing***"), and has negotiated the terms of the Note Financing solely on behalf of the Company. WilmerHale may have, in the past, represented and/or may, now or in the future, represent the Holder and/or its affiliates in other matters, including matters that are similar, but not substantially related, to the Note Financing. The applicable rules of professional conduct require that WilmerHale inform its clients of these representations and obtain their waivers of the conflicts that may arise from such representations. Each of the Company and the Holder hereby (i) acknowledges that such party has been advised about such circumstances and has had an opportunity to ask for additional information, (ii) acknowledges that, with respect to the Note Financing, WilmerHale has represented solely the Company and no other party, and (iii) gives its informed consent to WilmerHale's representation of the Company in the Note Financing and WilmerHale's representation of the Holder and/or its affiliates in such unrelated matters.

(m) Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to the Holder, upon any breach or default of the Company under this Note shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or any 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. It is further agreed that any waiver, permit, consent or approval of any kind or character by the Holder of any breach or default under this Note, or any waiver by the Holder of any provisions or conditions of this Note, must be in writing and shall be effective only to the extent specifically set forth in writing and that all remedies, either under this Note, or by law or otherwise afforded to the Holder, shall be cumulative and not alternative. This Note shall be void and of no force or effect in the event that the Holder fails to remit the full principal amount to the Company within five calendar days of the date of this Note.

(n) Entire Agreement. This Note, together with the Purchase Agreement and the other Transaction Agreements, constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof, and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein.

(o) Exculpation among Holders. The Holder acknowledges that the Holder is not relying on any person, firm or corporation, other than the Company and its officers and members of the Company's Board of Directors, in making the Holder's investment or decision to invest in the Company.

(p) Seniority; Pari Passu Notes; Subordination. The indebtedness evidenced by this Note and the other Notes is senior in right of payment to any outstanding unsecured debt owed by the Company and the Company's equity securities. If Holder holds any unsecured debt owed by the Company to Holder or holds any equity securities of the Company, Holder hereby acknowledges and agrees that such other unsecured debt or equity securities are subordinated in right of payment to the Notes. The payment of all or any portion of the outstanding principal amount of this Note and all interest hereon shall be pari passu in right of payment and in all other respects to any other Notes. If the Holder receives payments in excess of its pro rata share of the Company's payments to the holders of all of the Notes, then the Holder shall hold in trust all such excess payments for the benefit of the Holders of the other Notes and shall pay such amounts held in trust to such other holders upon demand by such holders. If requested by the Company and approved by the Majority Holders, the Notes may be subordinated to future indebtedness of the Company for money borrowed from banks or similar financial institutions, including venture debt financing, and under any capital leases.

(q) Broker's Fees. Each party hereto represents and warrants that no agent, broker,

investment banker, person or firm acting on behalf of or under the authority of such party hereto is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each party hereto further agrees to indemnify each other party for any claims, losses or expenses incurred by such other party as a result of the representation in this subsection being untrue.

(r) Excessive Interest. Notwithstanding any other provision herein or in the Purchase Agreement to the contrary, this Note is hereby expressly limited so that the interest rate charged hereunder shall at no time exceed the maximum rate permitted by applicable law. If, for any circumstance whatsoever, the interest rate charged exceeds the maximum rate permitted by applicable law, the interest rate shall be reduced to the maximum rate permitted, and if the Holder shall have received an amount that would cause the interest rate charged to be in excess of the maximum rate permitted, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing hereunder (without charge for prepayment) and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal, such excess shall be refunded to the Company.

5. Tax Matters.

(a) Any Holder, successor, assign, or participant that is entitled to an exemption from or reduction of withholding tax (including, without limitation, any withholding tax imposed under any of Sections 1441 – 1446 of the Internal Revenue Code of 1986, as amended (the "***Code***"), Sections 1471 – 1474 of the Code, and/or Sections 3401 – 3406 of the Code) under the law of the United States, or an applicable treaty to which such jurisdiction is a party, with respect to payments under this Note or any other related transaction document shall deliver to the Company, at the time or times prescribed by applicable law and at any times reasonably requested by the Company, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Company as will permit such payments to be made without withholding or at a reduced rate.

(b) Without limiting the generality of the foregoing, on or prior to the date of this Note and on or prior to any other date that a person becomes a Holder hereunder or the Note is transferred or assigned (and from time to time thereafter upon the reasonable request of the Company),

(i) each Holder that is a "United States person" as defined in Section 7701(a)(30) of the Code shall provide the Company with a duly completed and executed United States Internal Revenue Service ("***IRS***") Form W-9; and

(ii) each Holder that is not such a "United States person" (a "***Foreign Holder***"), in order to claim a complete exemption from withholding tax under Code Sections 871(h) or 881(c) with respect to payments of "portfolio interest," such Foreign Holder shall: (i) deliver to the Company the applicable duly executed originals of IRS Form W-8BEN or Form W-8BEN-E, as applicable (together with a certificate representing that such Foreign Holder is not a bank for purposes of Code Section 881(c), is not a 10-percent shareholder (within the meaning of Code Section 871(h)(3)(B)) of the Company and is not a controlled foreign corporation related to the Company (within the meaning of Code Section 864(d)(4))); and (ii) deliver to the Company any such form or certification (or any applicable successor form) promptly upon the obsolescence or invalidity of any form previously delivered by such Holder. To the extent a Foreign Holder is not the beneficial owner of interest or other amounts paid with respect to the Note, such Holder shall deliver to the Company duly executed originals of IRS Form W-8IMY, accompanied by applicable IRS Forms W-9, W-8BEN, Form W-8BEN-E and/or other certification documents from each beneficial owner (provided that if Holder is treated as a partnership for U.S. federal income tax purposes, Holder shall provide a certificate on behalf of each direct and indirect partner representing that such direct and indirect partner is not a bank for purposes of Code Section 881(c), is not

a 10-percent shareholder (within the meaning of Code Section 871(h)(3)(B)) of the Company and is not a controlled foreign corporation related to the Company (within the meaning of Code Section 864(d)(4))).

(c) This Note is in registered form within the meaning of Section 1.871-14(c)(1)(i) of the U.S. Treasury income tax regulations for United States federal income and withholding tax purposes. This Note may be transferred only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form reasonably satisfactory to the Company. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Principal and interest shall be paid solely to the registered holder of this Note, and such payment shall constitute full discharge of the Company's obligation to pay such principal and interest.

(d) The Company shall be entitled to deduct or withhold from any payments under this Note any amounts it is required to deduct or withhold as required by applicable law. To the extent that amounts are deducted and withheld from payments otherwise payable pursuant to this Note and paid over to the appropriate governmental authority, such amounts shall be treated for all purposes of this Note as having been paid to the person in respect of whom such deduction or withholding was made. If a payment is payable (in whole or in part) in consideration other than cash and if the cash portion of any such payment is insufficient to satisfy all required tax withholding obligations (or the payment consists entirely of non-cash consideration), the Company shall retain an amount of the non-cash consideration otherwise payable equal in value to the amount required to satisfy any applicable withholding (as reasonably determined by the Company in good faith).

[Signature pages follow]

The parties have executed this **Convertible Promissory Note** as of the date first noted above.

COMPANY:

AMPLE, INC.

By: _____

Name: Khaled Hassounah
Title: Chief Executive Officer

E-mail: khassounah@ample.com

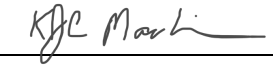
Address: 100 Hooper St., Suite 25
San Francisco, CA 94107

Doc ID: 4c5f24335124066237b60ebc3a9c55730eb86747

The parties have executed this **Convertible Promissory Note** as of the date first noted above.

HOLDER (if an entity):

Name of Holder: MKB Partners Fund II, Limited Partnership

By: 

Name: Kenneth MacKinnon
Title: Authorized Signatory

E-mail: k.mackinnon@mkbandco.com

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

HOLDER (if an individual):

Name of Holder: _____

Signature: _____

E-mail: _____

Address: _____