Docket #0249 Date Filed: 04/21/2026
United States Bankruptcy Court
Southern District of Texas
ENTERED
April 21, 2026
Nathan Ochsner, Clerk

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

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

ORDER (A) APPROVING THE SALE OF PURCHASED ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND OTHER INTERESTS TO TRANSFORM AMP, LLC PURSUANT TO THE ASSET PURCHASE AGREEMENT; (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS; AND (C) GRANTING RELATED RELIEF

The Court having considered the motion (the "Motion"),[2] filed by Ample, Inc. and Ample Texas EV, LLC (the "Debtors") in the above-captioned case, seeking, among other related relief, approval of the sale of the Debtors intellectual property and related tangible property (Assets as defined in the Asset Purchase Agreement are the "Purchased Assets") to (i) Transform AMP, LLC ("Transform AMP, LLC") , and (ii) Twelve Bridge Capital LLC, in its capacity as DIP Lender (the "DIP Lender"), which together submitted a joint bid pursuant to the Asset Purchase Agreement (the DIP Lender and Transform AMP, LLC together, the "Purchasers").

Under the Asset Purchase Agreement (defined below) Purchasers acquire the Purchased Assets free and clear of all liens, claims, and encumbrances. The Court held a hearing (the "Sale Hearing") to consider approval of the Asset Purchase Agreement and the transaction with the Purchasers (the "Sale Transaction"); and the Court considered (i) the Motion and the exhibits thereto, (ii) the *Notice of Modified Sale Process and Extension of the Bid Deadline* [ECF No. 198]

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification numbers are: Ample Inc. (4015) and Ample Texas EV, LLC (6832).

[2] Capitalized terms used but not described in this Order have the meanings ascribed to them in the Motion.

and the *Notice of Second Extension of the Bid Deadline* [ECF No. 207], (iii) the Asset Purchase Agreement, dated as of April 15, 2026, by and between the Purchasers and the Debtors (the "Asset Purchase Agreement"), a copy of which is attached hereto as **Exhibit 1**, In the Asset Purchase Agreement, Debtors agreed, subject to Court approval, among other things, to sell the Purchased Assets therein to the Purchasers, including, without limitation, the Designated Assigned Contracts (as defined herein) that will be assumed and assigned to the Purchasers on the terms and conditions set forth in the Asset Purchase Agreement and herein. The Court has considered (iv) the record of all proceedings in this bankruptcy case; and finds that due and sufficient notice of the Motion and its attachments, the Asset Purchase Agreement, and the form of this order (the "Sale Order") have been provided; and, except as otherwise provided for herein, all objections to the Sale Transaction having been withdrawn, resolved, or overruled; and, after due deliberation and for the reasons set forth on the record of the Sale Hearing, and the Court further finds that the relief granted herein is in the best interests of the Debtors' estate; and good and sufficient cause appearing therefor;

IT HEREBY IS FOUND AND DETERMINED THAT:

A. **Fed. R. Bankr. P. 7052**. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Court's findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing.

B. **Jurisdiction and Venue**. This Court has jurisdiction over the Motion, the Sale Transaction, and over the property of the Debtors' bankruptcy estate, including the Purchased

Assets, pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and other legal predicates for the relief sought in the Motion and granted herein include sections 105, 362, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9008, and 9014.

C. **Final Order**. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the Asset Purchase Agreement. In the absence of a stay pending appeal, the Purchasers, being good faith purchasers under section 363(m) of the Bankruptcy Code, may close the sale contemplated by the Asset Purchase Agreement at any time after entry of this Sale Order, subject to the provisions of the Asset Purchase Agreement.

D. **Notice and Opportunity to Object**. As evidenced by the certificates of service on file with the Court, due, proper, timely, adequate, and sufficient notice and a reasonable opportunity to object or be heard with respect to the Bidding Procedures, the Motion, the Sale Hearing, the Sale Transaction, and the Asset Purchase Agreement, the assumption and assignment of the Designated Assigned Contracts (as defined below), and proposed amounts necessary to cure any defaults thereunder (the "Cure Amounts") has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

E. **Property of Estate**. The Purchased Assets to be sold and assigned by the Debtors to the Purchasers pursuant to the Asset Purchase Agreement are property of the Debtors' estate and all rights are vested in and owned by the Debtors' estate.

F. **Marketing Process**. In accordance with the Bidding Procedures and the *Notice of Modified Sale Process and Extension of the Bid Deadline* [ECF No. 198], (i) the Debtors and its advisors engaged in a closed-bid process (the "Bidding Process") that was sufficient under the circumstances; (ii) the Debtors and its advisors conducted a fair process; (iii) the Bidding Process was non-collusive and provided a full, fair, and reasonable opportunity for any entity to make an offer to purchase the Purchased Assets; and (iv) the process conducted by the Debtors was reasonably calculated to obtain the highest or otherwise best value for the Purchased Assets obtainable under the circumstances.

G. **Corporate Authority**. Subject to this Sale Order, the Debtors acting through the CRO John D. Baumgartner, their advisors, or other authorized representative, will have all necessary power and authority to (i) execute and deliver the Asset Purchase Agreement and all other documents contemplated thereby, (ii) consummate the Sale Transaction, and (iii) execute any document necessary or appropriate to effectuate the Sale Transaction. No consents or approvals, other than those expressly provided for in the Asset Purchase Agreement, are required for the Debtors to consummate the Sale Transaction on behalf of the Debtors and its bankruptcy estate.

H. **Business Justification**. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for entry into and approval of the Asset Purchase Agreement and the other agreements, documents, and instruments deliverable thereunder, pursuant to section 363(b) of the Bankruptcy Code.

I. **Highest and Otherwise Best Offer**. The consideration to be provided pursuant to the Asset Purchase Agreement, consisting of the DIP Lender's bid of $2,000,000 (as a reduction of the DIP Loan) pursuant to section 363(k) of the Bankruptcy Code and payment of any Cure

Amounts for the Designated Assigned Contracts, constitutes (a) fair and reasonable consideration, (b) the highest and otherwise best offer for the Purchased Assets received by the Debtors, and (c) reasonably equivalent value under the circumstances. The Debtors' determination that the Asset Purchase Agreement constitutes the highest and best offer likely obtainable for the Purchased Assets was a valid, sound, and reasonable exercise of the Debtors' business judgment consistent with its fiduciary duties to its bankruptcy estate. The Court finds the terms and conditions set forth in the Asset Purchase Agreement are fair and reasonable under the circumstances. The Asset Purchase Agreement was not entered into by the Purchasers or the Debtors for the purpose of, nor does it have the effect of, hindering, delaying, or defrauding any creditor of the Debtors under any of the foregoing federal or state laws or any other applicable laws.

J. **Good Faith Purchasers**. The Asset Purchase Agreement and the Sale Transaction were proposed, negotiated, and entered into by and among the Debtors, Committee, and the Purchasers without collusion or fraud, in good faith, and at arm's length after a mediation, and they constitute a reasonable business decision of the Debtors. The Purchasers are good faith purchasers within the meaning of Bankruptcy Code section 363(m) and are therefore entitled to the full protection of that provision with respect to the Asset Purchase Agreement, the Sale Transaction, each term of the Asset Purchase Agreement (and any ancillary documents executed in connection therewith, including but not limited to the Secured Note, the related loan documents (together with the Secured Note, the "Loan Documents"), the transfer of Claims, and any bills of sale or intellectual property transfer or assignment agreements) and each term of this Sale Order. The protections afforded by Bankruptcy Code § 363(m) are integral to the Sale Transaction and the Purchasers would not consummate the Sale Transaction without such protections. There has been no showing that the Debtors or the Purchasers have engaged in any action or inaction that

would cause or permit the Asset Purchase Agreement or the Sale Transaction to be avoided or any costs or damages to be imposed under Bankruptcy Code § 363(n). Neither of the Purchasers, nor any of their affiliates, members, controlling partners, officers, directors, principals, or shareholders is an "insider" of the Debtors as that term is defined in Bankruptcy Code section 101(31). No common identity of directors, managers, controlling partners, shareholders, or members exists between the Debtors and the Purchasers. The Court further finds that the Purchasers, Debtors and Committee acted in good faith in structuring and submitting the Asset Purchase Agreement and the mediation leading to it, including the bid, Claims transfer, Claims limitations, transfer of Purchased Assets and all related consideration. The absence of cash consideration does not negate the DIP Lender or Transform AMP, LLC's status as good faith purchasers, and the totality of the consideration provided is sufficient to support the Sale Transaction.

K. **Validity of the Transfer**. As of the closing of the Sale Transaction (the "Closing"), the transfer of Purchased Assets to the Purchasers will be a legal, valid, and effective transfer of such Purchased Assets, and will vest the Purchasers with all rights, title, and interests of the Debtors and the Debtors' estate in and to the Purchased Assets, free and clear of all liens, claims, encumbrances, and other interests, except those expressly retained pursuant to the Asset Purchase Agreement. The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, sections 105(a), 363(b), 363(f), 363(h), 365(f), and 365(m), and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

L. **Legal, Valid, and Binding Transfer**. The Asset Purchase Agreement is a valid and binding contract between the Debtors, on behalf of themselves and the bankruptcy estates, and the Purchasers, and the Asset Purchase Agreement and the terms thereof shall be enforceable

pursuant to its terms. The Asset Purchase Agreement, the Sale Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, any trustee appointed in this bankruptcy case, the Purchasers, and any other party with an interest in the Purchased Assets, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

M. **Free and Clear**. The Purchasers would not have entered into the Asset Purchase Agreement and would not consummate the Sale Transaction if the transfer of the Purchased Assets to the Purchasers and the assumption and assignment of any of the Designated Assigned Contracts to the Purchasers were not free and clear of all liens, claims, encumbrances and other interests except those specifically retained in the Asset Purchase Agreement and as provided for herein, or if the Purchasers would, or in the future could, be liable for any such liens, claims, encumbrances. Subject to the provisions of this Sale Order and except as may be specifically provided in the Asset Purchase Agreement or this Sale Order, the Debtors' sale of the Purchased Assets shall be free and clear of any and all interests, including all liens, claims, and encumbrances, because, in each case, one or more of the standards set forth in sections 363(f)(1) through (5) of the Bankruptcy Code have been satisfied. Each entity with an interest, including any lien, claim, or encumbrance, in the Purchased Assets to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale Transaction or is deemed to have consented to the extent that they did not object; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such lien, claim, interest, or encumbrance; or (iii) otherwise falls within the provisions of Bankruptcy Code § 363(f). Except to the extent expressly set forth in the Asset Purchase Agreement or this Sale Order, this Sale Order is and shall be effective on the date of the Closing (the "Closing Date") as a determination that all liens, claims,

encumbrances, and other interests of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date have been unconditionally released, discharged, and terminated, in each case to the fullest extent permitted by law, and that the conveyances described herein have been effected. Except to the extent expressly set forth in the Asset Purchase Agreement or this Sale Order, the Purchasers shall not be responsible for any liens, claims, encumbrances, and other interests, including any derivative, successor, transferee, or vicarious liability as a result of the transactions authorized herein, including liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of Debtors' business or administration of the bankruptcy estate prior to the Closing or by reason of the transactions contemplated by this Sale Order on account of the Sale Transaction, including any federal, state, or local tax liabilities that the Debtors may incur in connection with the Sale Transaction. Upon the Closing Date, all persons having liens of any kind or nature whatsoever against the Purchased Assets arising prior to the Closing Date and not expressly retained by the Asset Purchase Agreement or this Sale Order shall be forever barred, estopped, and permanently enjoined from pursuing or asserting such liens against the Purchasers or any of its respective assets, property, affiliates, successors, assigns, or the Purchased Assets.

N. **Not a *Sub Rosa* Plan**. The Asset Purchase Agreement and Sale Transaction do not constitute an impermissible *sub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. The Asset Purchase Agreement and the Sale Transaction neither impermissibly restructure the rights of the Debtors' creditors nor impermissibly dictate a liquidating plan for the Debtors.

O. **No Successor, Derivative, or Similar Liability**. The Purchasers (i) are not, and shall not be, considered a successor in interest to the Debtors, (ii) have not, *de facto* or

otherwise, merged or consolidated with or into the Debtors, (iii) are not a continuation or substantial continuation of the Debtors or any enterprise of the Debtors, and (iv) are not holding themselves out to the public as a continuation of the Debtors. There is no continuity or common identity between the Purchasers, any of their affiliates, and the Debtors. The sale and transfer of the Purchased Assets to the Purchasers, including the assumption by the Debtors and assignment, transfer, and/or sale to the Purchasers and the Purchasers' occupation and use of the Purchased Assets will not subject the Purchasers to any liability (including any successor liability) with respect to the operation of any of the Debtors' business before Closing or by reason of such transfer, except that, upon the Closing, the Purchasers shall become liable for the applicable Assumed Liabilities. The Purchasers shall have no obligations with respect to any liabilities of the Debtors or the Debtors' estate arising out of or related to the Purchased Assets, except as expressly provided in the Asset Purchase Agreement. The Sale Transaction contemplated under the Asset Purchase Agreement does not amount to a consolidation, merger or de facto merger of the Purchasers and the Debtors and/or the Debtors' estate. The Purchasers would not have acquired the Purchased Assets if it were liable for claims based upon "successor liability" theories.

P. **Joint Bid Structure**. The Court finds that the Asset Purchase Agreement reflects a joint bid by the Purchasers, pursuant to which the DIP Lender is providing consideration through a bid and reduction of the DIP Loan balance under section 363(k) of the Bankruptcy Code and, in exchange, will receive certain consideration from Transform AMP, LLC as set forth in the Asset Purchase Agreement and related agreements and exhibits. Such structure was fully disclosed, negotiated in good faith, and does not constitute collusion or improper conduct under section 363(n) of the Bankruptcy Code.

Q. **Credit Bid**. Pursuant to sections 363(k) and 363(b) of the Bankruptcy Code, the credit bid was a valid and proper bid as contemplated under the Asset Purchase Agreement and the Bidding Procedures.

R. **Legal and Factual Bases**. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

S. **Necessity of Sale Order**. The Purchasers would not consummate the Sale Transaction without all of the relief provided for in this Sale Order.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is **GRANTED** as set forth herein.

2. Any objections, responses, or reservations of rights filed or asserted in response to the Motion and the relief granted herein, to the extent not resolved as set forth herein, settled, or waived as announced to the Court on the record at the Sale Hearing, are hereby overruled on the merits in their entirety.

Approval of the Asset Purchase Agreement

3. The Asset Purchase Agreement with the Purchasers, including all of its terms and conditions, all schedules and exhibits, all ancillary documents, and all transactions contemplated therein, are hereby approved in all respects.

4. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to (i) execute, deliver, perform under, consummate, and implement the Asset Purchase Agreement and the Sale Transaction together with all additional documents as may be reasonably necessary or desirable to implement the Asset Purchase Agreement, the Sale Transaction and the transfer of the Assets, (ii) take any and all actions as it deems necessary, appropriate, or advisable for the purpose of assigning, transferring, granting, conveying, and conferring the Assets to the Purchasers (or as may be necessary or appropriate to the performance

of the obligations as contemplated by the Asset Purchase Agreement and the Sale Transaction) including, without limitation, any and all actions reasonably requested by the Purchasers that are consistent with this Sale Order, the Asset Purchase Agreement, and the Sale Transaction, and (iii) pay, without further order of this Court, whether before, at or after the Closing Date, any expenses or costs that are required or reasonably contemplated to be paid by the Debtors in order to consummate the transactions contemplated by the Asset Purchase Agreement or perform the obligations under the Asset Purchase Agreement (which payments are deemed authorized by the DIP Lender notwithstanding restrictions in prior orders).

Transfer of the Purchased Assets Free and Clear

5. Pursuant to sections 105(a), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing of the Sale Transaction: (i) the transfer of the Purchased Assets to the Purchasers pursuant to the Asset Purchase Agreement shall constitute a legal, valid, and effective transfer of the Purchased Assets and shall vest the Purchasers with all rights, title, and interests in and to the Purchased Assets; and (ii) the Purchased Assets shall be transferred to the Purchasers free and clear of any and all interests, including all liens, claims, and encumbrances, except those specifically assumed by the Purchasers pursuant to the Asset Purchase Agreement or this Sale Order; and all persons are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, against the Purchasers or the Purchased Assets with respect to any such liens, claims, encumbrances, and other interests. Accordingly, the Purchasers shall not have any derivative, successor, transferee, or vicarious liability as a result of the transactions authorized herein, including liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing or by reason of the transactions

contemplated by this Sale Order, including any federal, state, or local tax liabilities that the Debtors may incur in connection with the Sale Transaction.

6. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a legal, valid, binding, and effective, full, and complete general assignment, conveyance, and transfer of the interests of the Debtors and the Debtors' estate in the Purchased Assets, deed, and/or a bill of sale transferring good and marketable title in and to the Purchased Assets. This Sale Order shall also effectuate the DIP Lender's acquisition of Claims that are Purchased Assets, including specifically Claims against any of the Debtors' current or former officers, directors, agents, insiders, affiliates, control persons or subsidiaries, and this Sale Order further imposes limitations on a recovery on those Claims, some of which may be subject to potential reconveyance to the Estate (as set out in the Asset Purchase Agreement).

7. The Debtors, through the CRO John D. Baumgartner, their advisors, or other authorized representatives, are authorized to execute any documents or instruments on behalf of the Debtors necessary or appropriate to effectuate the Sale Transaction contemplated by this Sale Order.

8. The Debtors and the CRO are authorized to execute any documents necessary for recording with the USPTO (and any other entity, division, agency, or regulatory body in a different jurisdiction or country) to reflect the transfer of intellectual property Assets subject to the Asset Purchase Agreement. If the Debtors and the CRO are unable to execute such documents for any reason, the Purchasers are authorized and empowered to execute such documents necessary to record the transfer of the Assets that are intellectual property with the appropriate office, entity, division, agency or regulatory body relating to such intellectual property (including, for example, foreign patent offices) without further order of this Court provided that the exercise of such

authority or power is solely with respect to recording the transfer of intellectual property sold to the Purchasers pursuant to the Asset Purchase Agreement. At or after the closing, the Debtors are further authorized to execute a power of attorney or similar documentation to evidence the authority granted to the Purchasers within this paragraph.

9. This Sale Order is and shall be effective as a determination that all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order), attributable to any period ending on or before the Closing Date, shall be and are, without further action by any person or entity, unconditionally released, discharged, and terminated with respect to the Purchased Assets as of the Closing Date, except as may otherwise be set forth in the Asset Purchase Agreement or this Sale Order. The provisions of this Sale Order authorizing the sale and assignment of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests shall be self-executing, and notwithstanding the failure of the Debtors, the Purchasers, or any other party to execute, file, or obtain releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and/or implement the provisions hereof, all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order) on or against the Purchased Assets, if any, shall be deemed released, discharged, and terminated.

10. Except as otherwise provided herein or in the Asset Purchase Agreement, on the Closing Date, the Debtors and the Debtors' creditors are authorized to execute such documents and instruments and to take all other actions as may be reasonably necessary to document and effectuate the release of their liens, claims, encumbrances, and other interests in the Purchased Assets (other than those expressly assumed by the Purchasers or permitted to survive under the

Asset Purchase Agreement or this Sale Order), if any, as such liens, claims, encumbrances, and other interests, may have been recorded or may otherwise exist. If any such creditor fails to execute any such documents or instruments or take any such actions, the Purchasers and the Debtors are authorized to execute such documents and instruments and to take such actions on behalf of the creditor so as to document the release of such liens, claims, encumbrances, and other interests.

11. To the maximum extent permitted under applicable law, the Purchasers shall be authorized (but not required), as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors (to the extent of the Debtors' rights, title and interest therein) with respect to the Purchased Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchasers with respect to the Purchased Assets as of the Closing Date (unless the Purchasers disclaim said license, permit, registration, and/or authorization before closing, in writing, and promptly file with the Court a notice of such disclaimer).

12. No governmental unit (as defined in Bankruptcy Code section 101(27)) or any representative thereof may deny, revoke, suspend or refuse to renew any right, license, copyright, patent, trademark, or other permission or similar grant relating to the operation of the Purchased Assets on account of the filing or pendency of this bankruptcy case or the consummation of the Sale Transaction to the extent that any such action by a governmental unit or any representative thereof would violate Bankruptcy Code § 525.

Good Faith; Arm's-Length Sale

13. The consideration provided by the Purchasers under the Asset Purchase Agreement constitutes reasonably equivalent value, fair consideration, and fair value for the

Purchased Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and any other applicable law and may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law. Neither the Debtors nor the Purchasers has engaged in any conduct that would cause or permit the Asset Purchase Agreement or the Sale Transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. The Asset Purchase Agreement was not entered into, and the Sale Transaction is not being consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code, or any other applicable laws or escaping liability for any claims against the Debtors. Neither the Debtors nor the Purchasers has entered into the Asset Purchase Agreement or is consummating the Sale Transaction with any fraudulent or otherwise improper purpose.

14. The Asset Purchase Agreement and the Sale Transaction are undertaken by the Purchasers without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Asset Purchase Agreement and the Sale Transaction shall not affect the validity of the sale of the Purchased Assets to the Purchasers, unless this Sale Order is duly stayed pending such appeal. The Purchasers are good faith buyers of the Purchased Assets and are entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

Assumption and Assignment

15. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, the Debtors are authorized to assume the Designated Assigned Contracts (if any) designated for assumption and assignment in accordance with the Asset Purchase Agreement and assign the Designated Assigned Contracts to the Purchasers, free and clear of all claims, liens, encumbrances, and other

interests of any kind or nature whatsoever. The Purchasers shall file a final list of Designated Assigned Contracts on or before the day before the Closing Date. All executory contracts that the Purchasers do not timely designate in writing for assignment to and assumption by the Debtors by the Closing Date shall not be considered a Designated Assigned Contract.

16. Subject to and conditioned upon the closing of the Sale Transaction, the Asset Purchase Agreement, and any confirmed plan of reorganization or liquidation, Transform AMP, LLC shall pay the Cure Amounts for the Designated Assigned Contracts within fourteen (14) days after the Closing Date in the amounts set out in the Designated Assigned Contracts.

17. The Purchasers are found to have provided adequate assurance of future performance under the Designated Assigned Contracts within the meaning of section 365 of the Bankruptcy Code.

18. Upon payment of the Cure Amount for the Designated Assigned Contracts, the Designated Assigned Contracts, consistent with the provisions contained herein, shall be transferred to, and remain in full force and effect for the benefit of, the Purchasers in accordance with their respective terms, notwithstanding any provision in any such Designated Assigned Contract (including those of the type described in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, effective upon the Closing and the Debtor and the Debtor's estate shall be relieved from any post-Closing liability with respect to the Designated Assigned Contracts. No sections or provisions of any Designated Assigned Contract that purport to provide for additional payments, penalties, charges, or other financial accommodations in favor of the non-debtor counterparty to the Designated Assigned Contracts shall have any force or effect with respect to the Sale Transaction and assignments authorized by this Sale Order. Such provisions constitute

unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and are otherwise unenforceable under section 365(e) of the Bankruptcy Code. There shall be no accelerations, assignment fees, increases, or any other fees charged to the Purchasers, the Debtors, or the Debtors' estate caused by the assumption or assignment of Designated Assigned Contracts, the Sale Transaction, or the commencement of this bankruptcy case. No Designated Assigned Contract may be terminated, or the rights of any party modified in any respect, including pursuant to any "change of control" clause, by any other party thereto, as a result of the transactions contemplated by the Asset Purchase Agreement.

19. Upon payment of the Cure Amount for the Designated Assigned Contracts, all defaults or other obligations of the Debtors or the Debtors' estate under the Designated Assigned Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured, and in no event shall the Purchasers, the Debtors, or the Debtors' estate have any liability whatsoever under any Designated Assigned Contract arising from or related to the time period prior to the Closing Date. The non-debtor counterparties to the Designated Assigned Contracts are forever barred and permanently enjoined from asserting against the Debtors, the Debtors' estate, the Purchasers, and their respective successors and assigns, any default or unpaid obligation allegedly arising or occurring before the Closing, any pecuniary loss resulting from such default, or any other claim or obligation under the Designated Assigned Contracts arising or incurred prior to the Closing, other than the Cure Amounts for the Designated Assigned Contracts. The Cure Amounts shall not be subject to further dispute or audit, including, without limitation, any audit based on performance prior to the Closing Date, irrespective of whether such Designated Assigned Contract contains an audit clause. After the payment of the applicable Cure Amounts,

none of the Debtors, the Debtors' estate, or the Purchasers shall have any further liabilities to the counterparties to the Designated Assigned Contracts other than the Purchasers' obligations under the Designated Assigned Contracts that accrue and become due and payable on or after the Closing Date.

20. The Cure Amounts for the Designated Contracts shall be in the amount set out in the Purchase Agreement except as otherwise provided in this Sale Order. Such Cure Amounts shall be deemed to be finally determined, and any such counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Amount at any time.

No Successor Liability

21. The Purchasers have given substantial and adequate consideration under the Asset Purchase Agreement, which consideration shall constitute valid, valuable, and sufficient consideration for the absolution from any potential claims of successor liability of the Purchasers to the greatest extent allowed by applicable law and neither the Purchasers nor any of their affiliates shall be deemed to: (a) be a legal successor, or otherwise deemed to be a successor, to the Debtors under any theory of law or equity; (b) have, *de facto* or otherwise, merged with or into the Debtors or its estate; (c) have a common identity or a continuity of enterprise with the Debtors; or (d) be a mere continuation or substantial continuation, or be holding itself out as a mere continuation, of the Debtors or any business, enterprise, or operation of the Debtors. Upon the Closing, to the maximum extent available under applicable law, Purchasers' acquisition of the Purchased Assets owned by the Debtors shall be free and clear of any "successor liability" claims and other types of transferee liability of any nature whatsoever, whether known or unknown and whether asserted or unasserted at the time of Closing. The operations of the Purchasers and their affiliates shall not be

deemed a continuation of the Debtors' business as a result of the acquisition of the Purchased Assets.

22. Neither the purchase of the Purchased Assets by the Purchasers nor the fact that the Purchasers are using any of the Purchased Assets previously operated by the Debtors will cause the Purchasers to be deemed a successor in any respect to the Debtors' businesses or incur any liability derived therefrom within the meaning of any foreign, federal, state or local revenue, pension, ERISA, WARN, CERCLA, tax, labor, employment, environmental, or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

Other Related Relief

23. All persons that are in possession of some or all of the Purchased Assets as of or after the Closing are hereby directed to surrender possession of such Purchased Assets to the Purchasers as of the Closing or at such time thereafter as the Purchasers may request. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the Claims transferred under the Asset Purchase Agreement or the ability of the Debtors to transfer the Purchased Assets to the Purchasers. The Debtors agree to exercise commercially reasonable efforts to assist the Purchasers in assuring that all persons that are presently, or on the date of the Closing may be, in possession of some or all of the Purchased Assets in which the Debtors' estate holds an interest will surrender possession of the Purchased Assets either to (i) the Debtors before the Closing Date, or (ii) the Purchasers on or after the date of the Closing.

24. The Court finds that, in light of the Debtors' marketing efforts and the absence of higher or better bids, the DIP Lender's bid reducing its loan in conjunction with the other

consideration given represents the only viable transaction available to monetize the Purchased Assets and maximize their value for the estates.

25. The Court further approves, solely for purposes of disclosure and enforcement, Transform AMP, LLC's issuance of the secured convertible promissory note in favor of the DIP Lender and entry into the related Loan Documents (including, without limitation, the Security Agreement, Intellectual Property Security Agreement, and Restrictive Covenants Agreement), as contemplated by the Asset Purchase Agreement. The Court finds that such consideration was fully disclosed, negotiated in good faith, and is integral to the consideration provided in the Sale Transaction.

26. This Sale Order is and shall be binding upon and shall govern acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of fees, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons, who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that the Purchasers are the assignee and owner of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement) (all such entities being referred to as the "Recording Officers"). All Recording Officers are authorized to strike recorded liens, claims, interests, and encumbrances against the Purchased Assets recorded prior to the date of this Sale Order. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any liens and other encumbrances of record, and this Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each

and every federal, state, or local government agency, department, or office. If any person or entity which has filed statements or other documents or agreements evidencing liens on, or other interests in, all or any portion of the Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of all liens, claims, encumbrances, or other interests which the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtors and Purchasers are hereby authorized, on behalf of the Debtors, the Debtors' estate, and each of the Debtors' creditors, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Purchased Assets, or take such other appropriate action, including seeking emergency relief in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction and releases of all such liens, claims, encumbrances, or other interests with respect to the Purchased Assets. Each and every filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state and local official, and any other person and entity who may be required by operation of law, the duties of its office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets, is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale Transaction contemplated by the Asset Purchase Agreement and approved by this Sale Order.

27. Following the Closing, no holder of any liens, claims, encumbrances, or other interests with respect to the Purchased Assets (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order) or other

party in interest may interfere with the Purchasers' use and enjoyment of the Purchased Assets based on or related to such liens, claims, encumbrances, or other interests, or any actions that the Debtors may take in this bankruptcy case, and no party may take any action to prevent, interfere with, or otherwise enjoin consummation of the Sale Transaction.

28. No "bulk sales," "bulk transfer" or similar laws (including those relating to taxes) of any state or other jurisdiction shall apply in any way to the transactions authorized herein, including the Asset Purchase Agreement and the Sale Transaction.

29. Notwithstanding anything in this Order or the Asset Purchase Agreement to the contrary, Transform AMP, LLC shall be solely responsible for (except for Claims transferred exclusively to the DIP Lender), and shall assume, pay, perform, and discharge when due, all costs, expenses, liabilities, and obligations arising from or related to (i) the ownership, use, or operation of the Purchased Assets, (ii) the operation of the business associated with the Purchased Assets, and (iii) the consummation and implementation of the Sale Transaction and the transactions contemplated by the Asset Purchase Agreement and related agreements. For the avoidance of doubt, the DIP Lender shall have no liability or responsibility for any such post-Closing costs, expenses, liabilities, or obligations.

30. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of any security, or the making or delivery of any instrument of transfer under, in furtherance of, or in connection with the Sale Transaction, including, without limitation, the Asset Purchase Agreement and all ancillary documents and instruments, shall not be subject to any stamp tax, transfer tax, sales tax, use tax, or other similar tax. All filing or recording officers (or any other Person with authority over any of the foregoing) are hereby directed to accept for filing

and/or recording any of the foregoing instruments or other documents without the payment of any such taxes.

31. The Purchasers shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Asset Purchase Agreement or any other related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence.

32. This Sale Order and Asset Purchase Agreement shall be binding in all respects upon the Debtors, the Debtors' estate, all claimants and creditors, all holders of equity interests in the Debtors, any holders of liens, claims, encumbrances, or other interests against or on all or any portion of the Purchased Assets, all counterparties to any executory contract or unexpired lease of the Debtors, the Purchasers and their affiliates, successors, and assigns, and any subsequently appointed estate representative or other fiduciary in this bankruptcy case. The Asset Purchase Agreement, the Sale Transaction, and this Sale Order shall be enforceable against and binding upon, and shall not be subject to rejection or avoidance by, any chapter 7 or chapter 11 trustee appointed in this bankruptcy case. To the extent that anything contained in any plan of reorganization (or liquidation) confirmed in these bankruptcy cases or any order confirming any plan of reorganization (or liquidation) or any other order entered in these bankruptcy cases conflicts with or derogates from the provisions of this Sale Order, this Sale Order shall control.

33. The Asset Purchase Agreement and any related agreements, documents, or other instruments contemplated thereby may be waived, modified, amended, or supplemented by the Debtors and the Purchasers in a writing signed by such parties without further order of the Court;

provided that the Debtors conclude such waiver, modification, amendment, or supplement does not have a material adverse effect on the applicable Debtor's estate.

34. The failure to include specifically any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety and binding on the parties thereto.

35. To the extent of any inconsistency between the provisions of this Sale Order, the Asset Purchase Agreement, and any documents executed in connection therewith, the provisions contained in (1) this Sale Order, (2) the Asset Purchase Agreement, and (3) any documents executed in connection therewith shall govern, in that order.

36. Upon the Closing, in accordance with section 363(k) and the Asset Purchase Agreement, the portion of the DIP Lender's loan constituting the DIP Lender's credit bid in the amount of $2,000,000 shall be satisfied.

37. Nothing in this Sale Order or the Asset Purchase Agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Sale Order. Nothing in this Sale Order or the Asset Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

38. This Court shall retain exclusive jurisdiction to interpret, implement, and enforce the terms and provisions of the Asset Purchase Agreement and all ancillary documents executed in connection therewith, including, without limitation, the Secured Note and the Loan Documents.

39. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Sale Order.

40. Without further approval of this Court, the Debtors and Purchasers are authorized to execute and deliver, and perform under, one or more amendments, waivers, consents or other modifications to and under the Asset Purchase Agreement and ancillary documents, in each case, in such form as the Debtors and Purchasers may agree; provided that such amendment, waiver, consent, or modification does not materially modify, in a manner adverse to the Debtors' estate, the terms of the Asset Purchase Agreement.

41. This Court retains jurisdiction and power to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order, the Sale Transaction, and the Asset Purchase Agreement, all amendments thereto and any waivers and consents thereunder, and each of the agreements executed in connection therewith and the transactions contemplated thereby, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transaction.

Signed: April 21, 2026

Christopher Lopez
United States Bankruptcy Judge

EXHIBIT A

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement" or "APA") is entered into by and among Transform AMP, LLC, a Delaware limited liability company (the "Purchaser"), Twelve Bridge Capital, LLC, a Delaware limited liability company (the "DIP Lender"), Ample, Inc., a Delaware limited liability company, and Ample Texas EV, LLC, a Texas limited liability company (together, the "Sellers" or "Debtors"), each having its address of record at 99 Park Lane, Brisbane, CA 94005 (collectively, the "Parties" and each, a "Party"), as of April 15, 2026. Capitalized terms used shall have the meanings ascribed to them (i) in this Agreement where first used or elsewhere, or (ii) the Procedures Order (as defined below).

R E C I T A L S

A. On December 16, 2025, Ample, Inc. and Ample Texas EV, LLC filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq*. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") jointly administered under the case titled *In re Ample, Inc. et al.*, Case No. 25-90817 (CML) (the "Bankruptcy Cases"). The filing of the Bankruptcy Cases formed bankruptcy estates comprised of all legal or equitable interests of the Debtors in property as of the commencement of the Bankruptcy Cases (together, the "Estates").

B. On January 12, 2026, the Bankruptcy Court entered the *Order Approving Emergency Motion for (a) Entry of an Order (I) Approving Bidding Procedures; (II) Authorizing Transfer(s) Outside the Ordinary Course of Business; (III) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; (IV) Approving Form of Notice Thereof; and (B) After the Sale Hearing, Entry of an Order (I) Authorizing and Approving the Debtors To Sell the Assets; and (II) Granting Related Relief* [Docket No. 92] (including the exhibits thereto, the "Procedures Order"), approving the procedures in connection with the sale of the Assets and the Stalking Horse Protections, scheduling an Auction and Sale Hearing, and granting other relief sought by the motion [Docket No. 47] ("Procedures Motion").

C. Subject to an order of the Bankruptcy Court and the terms and conditions of this Agreement, the Purchaser and the DIP Lender desire that the Purchaser purchase, and the Sellers have agreed to sell, assign and transfer, the assets described herein (collectively, the "Assets").

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Bankruptcy Court Approval. This Agreement shall not be deemed effective unless and until the Bankruptcy Court enters an order, reasonably acceptable to the Purchaser and the Debtors and substantially in the form attached as **Exhibit 1** (the "Sale Order"), that must:

   a. approve this Agreement without material modification pursuant to section 363 of the Bankruptcy Code, and the Sale Order must become a Final Order (as defined below).

b. Contain at a minimum the following findings:

i. that the Purchaser and the DIP Lender have acted in good faith within the meaning of section 363(m) of the Bankruptcy Code;

ii. that the agents of each of the Committee, the DIP Lender, the Purchaser, and the Debtors all acted in good faith and reasonably regarding the Agreement and Sale;

iii. that all of the Estate's Claims conveyed in paragraph 2.c and paragraph 2.d are exclusively possessed by the Purchaser and by the DIP Lender, respectively;

iv. that the credit bid consideration constitutes reasonably equivalent value and fair consideration.

c. If the Bankruptcy Court declines to approve this Agreement or approves this Agreement only subject to adverse material modifications to the form attached as **Exhibit 1**, this Agreement shall not bind the parties unless all Parties agree in writing (or on the record before the court) to accept those modifications.

d. The "Effective Date" is when the Sale Order becomes a Final Order. Unless stayed by a court before the Effective Date, the Sale Order becomes a "Final Order" fifteen (15) calendar days after its entry on the Docket, or on such earlier date as the Sale Order may provide or the Parties may agree.

2. Asset Acquisition and Assignment. Subject to the terms contained herein, the Debtors grant, bargain, sell, and convey, and further assign and/or hypothecate to Purchaser (and DIP Lender for section c below), all of the Debtors' right, title and interest in the Assets, on an AS IS, WHERE IS basis, without any representations or warranties (except as set forth below), and (subject to any restrictions of this Agreement and the Sale Order) convey those Assets free and clear of liens, claims, interests, and encumbrances as permitted under sections 363(f) and 363(k) of the Bankruptcy Code. The consideration for this Agreement is described below. The Purchaser shall have those protections afforded by sections 363 and 365 of the Bankruptcy Code, except for the Excluded Assets and Interests (defined *infra*). The "Assets" are defined as follows:

a. The tangible assets identified on **Schedule A** (the "Tangible Assets").

b. Debtor owned Intellectual property, including without limitation the intellectual property identified on **Schedule B** hereto, and all trademarks, service marks, marks, patents, copyrights, trade secrets, software, firmware, know-how, processes, methods, industrial designs and designs whether or not specifically listed, to the extent assignable, as well as any associated good will of the Debtors' business (the "Intellectual Property").

c. Claims[1] against any third-party arising from the Intellectual Property.

[1] "Claims" when used in this Agreement means the most extensive definition of any causes of action, equitable, legal, or

d. (Solely conveyed to the DIP Lender but not the Purchaser), all Claims against any current[2] or former officers and/or directors (or any others subject to coverage under any Debtor D&O insurance policy), of any of the Debtors, subject to the limitations and releases of paragraph 4.b.

e. Any license(s), account information, passwords, keys, or the like necessary to access or utilize the Intellectual Property.

For the avoidance of doubt, the Purchaser and DIP Lender assume no liabilities associated with the Assets or the Debtors except as expressly set forth herein.

3. Excluded Assets and Interests. Notwithstanding anything stated in this Agreement, the following property, assets, possessions, rights and interests are expressly excluded from the Assets (the "Excluded Assets and Interests"), all of which will be retained by the Debtors:

a. Any Claims that are not conveyed in Paragraphs 2.d or 2.c, above, insurance payments or policies, tax refunds, and litigation claims that do not arise from the Intellectual Property.

b. Claims for refunds or payments from governmental entities (whether or not a receivable), rights to contribution or indemnity, rights to contractual guarantees or setoffs, claims or receivables based on actions of affiliates, intercompany receivables, cash, money on deposit, certificates of deposit, bonds, claims to payment from or by a surety, refunds of any sort, and/or rights to sue.

c. Any non-Debtor owned tooling, that are marked as customer owned property.

d. Any non-Debtor owned intellectual property in the possession of the Debtors, including but not limited to, trademarks, service marks, marks, patents, copyrights, trade secrets, processes, and designs.

e. Any accounts, commercial paper, or cash-on-hand of the Debtors.

f. Personal effects and belongings of all employees of the Debtors.

4. Consideration. As consideration for the sale, conveyance, assignment and/or hypothecation of the Assets by the Sellers to the Purchaser:

a. The DIP Lender shall discharge two million dollars and zero cents (**$2,000,000**) of the then outstanding obligations under that certain superpriority secured priming multi-draw term loan debtor-in-possession facility by and among the Debtors and the DIP Lender (the "DIP Facility"), as consideration for the Assets (the "Purchase Price")

rights to sue in any forum under any law for any reason.

[2] "Current" defined as holding such role as of the Petition Date, plus Bilal Khan and Robert Linck.

subject to the following conditions and as follows:

i. **Court Approval; Compliance**. On or prior to the Closing Date, (A) the Bankruptcy Court shall have entered the Sale Order, under which the Bankruptcy Court shall have approved and authorized the DIP Lender's ability, pursuant to Section 363(k) of the Bankruptcy Code, to credit bid, in satisfaction of the Purchase Price set forth herein, (B) there shall have been no successful action challenging the Purchaser's or the DIP Lender's right to credit bid any or all of the then outstanding obligations under the DIP Facility, and (C) there shall be no cause under Section 363(k) of the Bankruptcy Code prohibiting the DIP Lender from discharging such amount as is necessary to satisfy the Purchase Price of the then outstanding obligations under the DIP Facility as credit bid consideration for the Assets.

ii. **Promissory Note**. In exchange for the DIP Lender making the credit bid pursuant to this Paragraph 4(a), on or prior to the Closing Date, the Purchaser shall have delivered to the DIP Lender a fully executed copy of the Promissory Note (as defined below) in accordance with its obligations under Paragraph 8(d), *infra*.

iii. **Credit Bid**. On the Closing Date and following satisfaction of the conditions set forth immediately above in Paragraphs 4(b)(i)-(ii), *supra*, the full amount of the Purchase Price shall be deemed offset against the then outstanding obligations under the DIP Facility for the benefit of Sellers, in exchange for the Purchaser's rights and the DIP Lender's rights under this Agreement.

In the event this Agreement is terminated for any or no reason whatsoever, or the Purchaser is not the ultimate purchaser of the Assets, the DIP Lender shall have no obligations of any kind, manner, or nature whatsoever to consummate or otherwise effect the discharge of all or any portion of the Purchase Price.

b. **Release and Limitation on Certain Claims.** Upon the DIP Lender's acquisition of the Claims in paragraph 2.d, above:

i. Those Claims against current directors and officers and employees only shall be released in any amount in excess of the Debtors' insurance coverage and limited to recovery only from such insurance proceeds. Recoveries from all Claims in paragraph 2.d above (whether subject to the limited release identified in this subsection or not) shall be paid to the Estate (subject to the exceptions of subparagraph iii and iv, below), with the DIP Lender waiving any interest it may have in the proceeds thereof;

ii. Those Claims modified by subsection i above and subject to the exceptions in iii and iv below shall be reconveyed to an Estate Representative[3] if the Estate

[3] An "Estate Representative" is a Trustee, Debtor-in-Possession under the Bankruptcy Code, or any other successor to the debtor-in-possession.

Representative makes demand for reconveyance from the DIP Lender before the earlier of:

1. The entry of a Final Decree in the Bankruptcy Cases, or

2. One year after the Effective Date; but provided, however, that

iii. Claims against John de Souza conveyed to the DIP Lender:

1. are transferred without a duty to reconvey to an Estate Representative,

2. may be compromised or pursued by the DIP Lender or its assigns in its sole discretion if the DIP Claim remains outstanding, and will be assigned to the Estate if the DIP Claim is satisfied, and

3. proceeds are paid directly to the DIP Lender, which shall reduce the then outstanding DIP Claim in the amount paid (or to the Estate if the DIP Claim is satisfied).

iv. Notwithstanding the DIP Lender's rights to the contrary, proceeds of any Claims related to federal or state WARN Act violations and/or violations of any relevant labor codes, including but not limited to the California Labor Code §§ 200 *et seq.*, shall be paid to the Estate, with the DIP Lender waiving any interest it may have in the proceeds thereof.

c. **Purchase Price Allocation**. Purchaser may elect, in its sole and absolute discretion, to allocate the Purchase Price among one or more of the Assets.

5. Bidding Procedures. The Debtors obtained approval of the procedures for placing Bids, which are attached to the Procedures Order as Exhibit 1 (the "Bidding Procedures"). The Bidding Procedures are incorporated herein by reference. The Purchaser acknowledges that it has read, and agrees that its participation in the sale process will be subject to, the Bidding Procedures.

6. Purchaser Representations and Warranties. In conjunction with the sale, the Purchaser makes the following representations and warranties:

a. The Purchaser is a corporation formed under the laws of Delaware. The Purchaser is in good standing and is authorized to conduct business within the state of its organization.

b. The Purchaser has obtained any and all corporate approvals necessary to execute this Agreement and consummate the Sale on the terms set forth herein.

c. The Purchaser has sufficient funds to consummate the Sale and make all payments required under this Agreement within the time allotted for such payments.

d. The Purchaser acknowledges that the Sale transaction involves the sale,

conveyance, assignment and/or hypothecation of the Estates' rights, title and interest in the Assets.

e. Any omission or inaccuracy of any information and/or documentation provided by the Debtors and/or any of its agents shall not result in any claim by the Purchaser for damages or cause a material breach of this Agreement. The Purchaser has not relied upon such information and documentation in deciding to proceed with the Sale; rather, the Purchaser has conducted independent due diligence regarding the Assets and has decided to proceed with the acquisition of the Assets based on the information it obtained through its independent research and analysis of the Assets.

f. The Purchaser represents and warrants that either (i) it is not an insider of the Debtors or (ii) it has fully disclosed that it is an insider of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

7. Designation of Executory Contracts; Employees.

a. Purchaser shall identify designated contracts within the categories described in **Schedule C** hereto (the "Designated Contracts") related to the Intellectual Property that it proposes for Sellers to assume and then assign to Purchaser to the extent permitted under the Bankruptcy Code, effective on and as of the Closing Date. Purchaser shall provide to Sellers a final list of Designated Contracts on or before the day before the Closing Date. All executory contracts that Purchaser does not timely designate in writing for assignment to and assumption by Purchaser by the Closing Date shall not be considered a Designated Contract.

b. Purchaser shall pay any cure claims with respect to the Designated Contracts.

c. Between the date that Purchaser is accepted as a Qualified Bidder, (i) the Debtors shall cooperate with Purchaser to make the Debtors' employees or independent contractors available during normal business hours for interviews with Purchaser to discuss possible employment after the Closing Date and (ii) Purchaser may make offers of employment to certain employee(s) of the Debtors (as identified by the Purchaser) on terms of employment reasonably acceptable to the Purchaser for employment on and after the Closing Date.

8. Closing.

a. **In General**. The closing date of the Sale shall be on a date mutually agreed upon by the Purchaser and the Debtors (the "Closing Date"); *provided that*, such date shall not be later than fourteen (14) days after the Effective Date, unless extended by mutual written agreement of the Parties.

b. **Duty to Act in Good Faith**. Good faith is expressly read into every provision of this Agreement and Purchaser is obligated to cooperate with Debtors and the DIP Lender to seek Bankruptcy Court approval of this Agreement.

c. **Debtor Deliveries at Closing**. The Debtors shall deliver to the Purchaser, as applicable, such duly executed bills of sale, assignments and other instruments of assignment, transfer or conveyance, in form and substance reasonably satisfactory to the Purchaser, as the Purchaser may reasonably request or as may be otherwise necessary to evidence and effect the sale, assignment, transfer, conveyance and delivery of the Assets and to put the Purchaser in actual possession and control of the Assets. The Debtors shall also provide reasonable cooperation in the transfer of know-how and access related to the Assets.

d. **Purchaser Deliveries at Closing**. The Purchaser shall deliver to the DIP Lender a fully executed copy of a Secured Convertible Promissory Note, issued by the Purchaser in favor of the DIP Lender, effective as of the Closing Date, substantially in such form attached hereto as **Exhibit 2** (the "Promissory Note").

e. **Post-Closing Covenants**. The Parties agree that, if at any time after the Closing Date any further actions are necessary to carry out the purposes of this Agreement, each of the Parties shall make commercially reasonable efforts to take such further actions (including the execution and delivery of such further instruments and documents) as any other Party may reasonably request, all at the sole cost and expense of the requesting Party, and it being understood that the Debtors' obligations hereunder shall include reasonable efforts to facilitate licensing and/or sub-licensing arrangements that will give the Purchaser access to and the benefit of any non-Debtor owned property necessary or desirable for the preservation of the Assets after the Closing Date by the Purchaser.

f. **Access to Books and Records**. For a period of two (2) years following the Closing Date (or until the final decree closing the Bankruptcy Cases is entered, whichever is earlier), the Purchaser shall provide the Debtors-in-possession or any Estate Representative, and their respective professionals reasonable access during normal business hours to all books, records, documents, and files transferred as part of the Assets to the extent reasonably necessary for (i) the preparation and filing of tax returns, (ii) the administration of claims in the Bankruptcy Cases, (iii) compliance with reporting obligations to the United States Trustee, (iv) pursuit of any reconveyed Claims under Paragraph 4.b.ii, or (v) any other legitimate wind-down purpose. Such access shall be at the requesting party's sole cost and expense.

9. Termination.

a. This Agreement may be terminated by any Party hereto through the provision of written notice of termination to the other Parties upon the occurrence of one or more of the following events:

i. The Bankruptcy Court fails to enter an order approving the sale within two

weeks after the parties' execution of this Agreement.

ii. The Bankruptcy Court enters an order either (i) denying approval of this Agreement and the sale or (ii) approving this Agreement subject to material modifications which are not approved by the Parties in accordance with Paragraph 1 of this Agreement;

iii. The Bankruptcy Court approves the sale of the Assets to a third party and, in the event the Purchaser is the Back-up Bidder, such third party consummates the acquisition of the Assets.

iv. The Closing Date shall not have occurred by twenty-eight (28) days after the Sale Hearing unless extended by the Debtors.

b. Under the Bankruptcy Code, debtors in chapter 11 act as fiduciaries, therefore nothing in this Agreement will require any Debtor to take any action inconsistent with a fiduciary obligation. If a Debtor determines that this Agreement would be reasonably likely to cause it to breach a duty, the Debtor(s) shall so notify the Purchaser and the DIP Lender and this Agreement terminates.

c. This Agreement may be terminated by the Debtors upon written notice to the Purchaser and the DIP Lender if either the Purchaser or the DIP Lender breaches this Agreement and the Purchaser or the DIP Lender, as applicable, fails to cure any such breach in accordance with Paragraph 10.

d. This Agreement may be terminated by the Purchaser or the DIP Lender upon written notice to the Debtors if the Debtors breach this Agreement.

e. This Agreement may be terminated by the DIP Lender upon written notice to the Purchaser if the Purchaser breaches this Agreement.

10. Breach by Purchaser or the DIP Lender. In the event the Purchaser or the DIP Lender fails to close the Sale or timely perform any obligation under this Agreement solely as a result of Purchaser's or the DIP Lender's acts or omissions, this Agreement will thereupon be terminated upon notice provided in accordance with Paragraph 9(c), *supra*, and no Party will have any further rights or obligations hereunder. Notwithstanding anything in this Agreement to the contrary, neither the Purchaser nor the DIP Lender shall be in default with respect to any of its respective obligations hereunder and the Debtors may not terminate this Agreement, unless and until (a) the Purchaser and the DIP Lender each receives written notice from the Debtors specifying such default and the means/remedies to cure such default; and (b) the Purchaser and/or the DIP Lender, as applicable, fails to cure such default within five (5) business days from the receipt of such notice, except that no such cure period shall apply to a default by the Purchaser or the DIP Lender that is the failure to close the Sale on the Closing Date, as may be extended by the written agreement of the Parties.

11. Breach by the Debtors.

a. In the event the Debtors breach any provision of this Agreement and Purchaser

chooses to terminate the Agreement pursuant to Paragraph 9(d), *supra*, the sole and exclusive remedy of the Purchaser shall be to return the Parties to the *status quo ante* through the rescission or termination of this Agreement and the return of any and all funds delivered to the Debtors by the Purchaser in conjunction with this Agreement or the proposed sale. The Purchaser shall not be entitled to pursue or obtain any further or additional monetary damages or legal or equitable remedies against the Debtors or the Estates if Purchaser chooses to terminate the Agreement.

b. In the event the Debtors breach any provision of this Agreement (other than its obligation to close when all other obligations and conditions to closing have been satisfied or waived) and Purchaser chooses not to terminate the Agreement but instead agrees to close the transaction notwithstanding the Debtors' breach, upon closing, the Purchaser shall not be entitled to pursue or obtain any further or additional monetary damages or legal or equitable remedies against the Debtors or the Estates.

c. In the event the Debtors breach this Agreement by refusing to close the transactions contemplated by this Agreement when all other obligations and conditions to closing have been satisfied or waived, and Purchaser chooses not to terminate this Agreement, Purchaser shall be entitled to specific performance of this Agreement; the Debtors or the Estates shall be obligated to reimburse or pay Purchaser's reasonable costs and expenses incurred in connection with obtaining specific performance of this Agreement (which may be paid through an offset against the Purchase Price); and the Purchaser shall not be entitled to pursue or obtain any further or additional monetary damages or legal or equitable remedies against the Debtors or the Estates.

12. Assignment. Neither the Purchaser nor the DIP Lender may assign this Agreement, or any rights hereunder, without the prior written consent of the Debtors. Notwithstanding the foregoing, if the Debtors consent (in their sole and absolute discretion and after presentation of evidence of sufficient financial capability), either the Purchaser or the DIP Lender may assign this Agreement to an entity that is wholly owned and controlled by the Purchaser or the DIP Lender, as applicable (or the members of the Purchaser or the DIP Lender, as applicable), and that expressly assumes in writing all of the Purchaser's obligations or the DIP Lender's obligations, as applicable, hereunder (a "Permitted Assignee"); *provided, however,* that any Permitted Assignee of the Purchaser, concurrently with assuming the Purchaser's obligations under this Agreement, must make in writing the same representations and warranties (adapted as required for the type of entity and state of formation or incorporation) as the Purchaser has made under this Agreement, but if such Permitted Assignee of the Purchaser fails to expressly do so, it shall be deemed to have made such representations and warranties by executing the assignment and assumption agreement with the Purchaser and the breach of any such representations and warranties shall have the same consequences as if the Purchaser had breached such representations and warranties. The Purchaser will give the Debtors sufficient evidence of financial capability and written notice of any Permitted Assignee (or any other proposed assignee) at least five (5) business days prior to the Closing Date, and the Purchaser shall remain liable for any monetary obligation of any Permitted Assignee. No assignment will release the Purchaser from its obligations hereunder.

13. Miscellaneous Provisions.

a. **Partial Invalidity**. Except for those provisions requiring Bankruptcy Court approval and compliance with the Bankruptcy Code, if any term or provision of this Agreement or the application thereof to any individual or entity or particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to individuals or entities or particular circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

b. **Waivers**. No waiver of any breach of this Agreement, or any covenant or provision herein, shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

c. **Successors and Assigns**. Subject to the limitations of Paragraph 12, *supra,* this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the Parties hereto.

d. **Entire Agreement**. This Agreement (including all schedules and exhibits attached hereto) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings (including any so-called "term sheets" or "letters of intent") with respect thereto.

e. **No Third-Party Benefit**. Other than as expressly set forth in Paragraphs 12, 4, and 13.c., this Agreement is for the benefit of the Parties only and is not intended to and shall not confer any rights or benefits upon any other individual or entity, provided however, that persons with Claims released or limited under Paragraph 4.b are third-party beneficiaries of that release/limitation and corresponding protections in the Sale Order, and may enforce those limitations. For the avoidance of doubt, no individual claims of any parties-in-interest against the Debtors' estates or otherwise are being released, impaired, modified or purchased by virtue of this sale, except as specifically described herein with respect to the DIP Lender claims.

f. **Construction**. Paragraph headings are solely for convenience, and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural, the masculine includes the feminine and the neuter, and vice versa. Unless otherwise indicated, all references to Paragraphs (and subparagraphs) are to Paragraphs (and subparagraphs) of this Agreement. All exhibits and schedules referred to in this Agreement are attached and incorporated by this reference. In the event the date on which the Purchaser or the Debtors are required to take any action under the terms of this Agreement

is not a business day, the action will be taken on the next succeeding business day.

g. **Joint Authorship**. This Agreement is the product of negotiation and preparation by and among each Party hereto, and each Party acknowledges that it has had the opportunity to consult with independent counsel of its choosing. Accordingly, this Agreement and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted and construed without reference to the identity of the individual or entity preparing this Agreement on the express understanding and agreement that the Parties participated equally in the negotiation and preparation of this Agreement or have had equal opportunity to do so.

h. **Governing Law/Forum Selection**. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW, AND IN THE ABSENCE OF APPLICABLE FEDERAL LAW, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO THE CHOICE OF LAWS PRINCIPLES THEREOF. By executing this Agreement, each of the Parties hereto hereby (1) irrevocably and unconditionally agrees that any legal action, suit or proceeding with respect to any matter under or arising out of or in connection with this Agreement shall be brought in the Bankruptcy Court and (2) irrevocably accepts and submits itself to the exclusive jurisdiction of the Bankruptcy Court, generally and unconditionally, with respect to any such action, suit or proceeding, and consents to the entry of any final order or judgment by the Bankruptcy Court. If the Bankruptcy Court lacks the requisite jurisdiction or authority to adjudicate any such disputes, the Parties hereto hereby consent to the jurisdiction and venue of the United States District Court for the Southern District of Texas to resolve any such disputes.

i. **Counterparts; Electronic Signatures**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Copies of signatures on documents transmitted by electronic means shall be valid. A Party may change the designated recipient or address(es) for the provision of notice(s) under this Agreement by transmitting a notice of address or recipient change by the means specified in this Paragraph. Any address or recipient change shall be deemed effective upon receipt. Any notices transmitted prior to receipt of a notice of address or recipient change shall be deemed valid and effective.

Notices to Sellers:

Ample, Inc.
99 Park Lane
Brisbane, CA 94005
Attn: Legal

With a copy to:

Getzler Henrich & Associates, LLC
295 Madison Avenue, 20th Floor
New York, NY 10017
Attn: John D. Baumgartner
JBaumgartner@getzlerhenrich.com

Pillsbury Winthrop Shaw Pittman LLP
609 Main Street, Suite 2000
Houston, TX 77002
Attn: Hugh M. Ray, III
hugh.ray@pillsburylaw.com

Andrew V. Alfano
31 West 52nd Street
New York, NY 10019-6131
Attn: Andrew V. Alfano
andrew.alfano@pillsburylaw.com

Notices to Purchaser:

Transform AMP LLC
708 Long Bridge Street #1310
San Francisco, CA 94158
Attn: Raed Masri
raed@transform.vc

With a copy to

Shannon Lee Beatty LLP
2100 Travis Street, STE 1525
Houston, TX 77002
Attn: R. J. Shannon, Max Beatty
rshannon@shannonleellp.com
mbeatty@shannonleellp.com

Notices to DIP Lender:

Twelve Bridge Capital, LLC
2010 Spruce St., Apt. 3
Philadelphia, PA 19103-6569
Attn: Ric Best
ric@12bc.com

With a copy to

Fishel Law, PLLC
602 Sawyer Street, Suite 400
Houston, TX 77007
Attn: Michael Fishel
michael@fishellawgroup.com

[Signature Page Follows]

In witness whereof, the Parties hereto have duly executed this Agreement as of the date first written above.

SELLERS

AMPLE, INC.

By_____

Name:

Title:

Dated:_____

PURCHASER

TRANSFORM AMP LLC

By_____

Name: Raed Masri

Title: Managing Partner

Dated:_____

AMPLE TEXAS EV, LLC

By_____

Name:

Title:

Dated:_____

DIP LENDER

TWELVE BRIDGE CAPITAL, LLC

By_____

Name: Ric Best

Title: Authorized Signatory

Dated:_____

SCHEDULE A

Tangible Assets

- All servers, electronic storage devices, and computers of the Debtors upon which the Intellectual Property is stored.
- All physical papers, drawings, descriptions manuals, instruction guides, or similar documentation describing the Intellectual Property including the following:
    - Station assembly manual - full processes, tools and parameters to get from BOM to fully functional station, including subassemblies;
    - Battery production assembly manual - full processes, tools and parameters to get from BOM to fully functional unit, including subassemblies;
    - Adapter plate production assembly manual - full processes, tools and parameters to get from BOM to fully functional unit, including subassemblies;
    - Battery management system assembly manual - full processes, tools and parameters to get from BOM to fully functional unit, including subassemblies; and
    - video recordings and trainings of all standard operating procedure for installing dismantling, commissioning, preparing for shipping all physical assets, including battery modules, swapping stations, battery production line, adapter plates
- Containers in which any of the foregoing Tangible Assets are maintained.
- Keys or other physical means necessary to access or utilize any of the other Assets.

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SCHEDULE B

Intellectual Property

- All web domains of the Debtors, including:
  - ample.com, and
  - getample.com.
- All internally developed software of the Debtors, including all code, source code, and related documentation and Assets, including those reflected on the List of Software, Related Documentation, and Assets attached hereto.
- All patents and patent applications, including those reflected on the List of Patents and Patent Applications attached hereto.
- All trademarks and trade names of the Debtors, including those reflected on the list of trademarks attached hereto.
- Promotional and marketing source and production materials.
- All copyrights of the Debtors, including:
  - Computer code;
  - Marketing materials;
  - Contents of websites;
  - Manuals, instruction guides, or similar documentation; and
  - Other copyrighted material contained in the Intellectual Property.
- All trade secrets of the Debtors, including any process documentation related thereto, including proprietary algorithms, calibration data, and optimization models.
- All designs and configurations owned by the Debtors, including those related to:
  - BMS boards;
  - Battery modules;
  - Battery module controllers;
  - Vehicle plates;
  - Vehicle plate controllers;
  - Station assembly;
  - Station control boards;
  - CAN dbc files; and
  - Configuration files for all systems.

- All other intangible personal property containing information that may be related to the Intellectual Property, including without limitation:
    - All electronic files;
    - Configuration files for all systems;
    - Images or graphical content;
    - Contracts with third parties related to the purchased assets, including those indicated in Schedule C;
    - Contact information for relevant parties related to the Assets, including any vendors, automakers, battery makers, fleets, energy providers, investors, gird companies, government agencies, banks, contractors, consultants, and employees, including such contact's name, title, organization, address, work phone, cell phone, and email address;
    - Emails or other electronic communications;
    - Usernames, combinations, or other credentials necessary to access or utilize any of the other Assets, including those indicated in the List of Credentials, Keys & Secrets attached hereto; and
    - Electronic or digital copies of all items described in Schedule A.

LIST OF SOFTWARE, RELATED DOCUMENTATION, AND ASSETS (REGARDING SCHEDULE B)

Description	Utility
Complete source code for all applications (including Battery Module, Ample Plate, Swapping Station, Cloud & Mobile)	Source Code & Repositories
Full Git history	Source Code & Repositories
All branches, including release branches, hotfix branches, and feature branches in progress	Source Code & Repositories
Git submodules or any vendor/third-party code included in repos	Source Code & Repositories
Mono-repo vs. multi-repo map	Source Code & Repositories
Build scripts, Makefiles, CMakeLists, Dockerfiles, CI/CD pipeline definitions	Source Code & Repositories
Any code generators, IDL files, protobuf/flatbuffer schemas, or auto-generated code with their generators	Source Code & Repositories
Firmware source code for all embedded targets (BMS microcontrollers, plate controllers, robotics controllers)	Source Code & Repositories
FPGA/HDL code if any hardware-programmable logic is involved	Source Code & Repositories
Mobile app source (iOS/Android/cross-platform) including signing configurations	Source Code & Repositories
BMS Software & Firmware	Source Code & Repositories
BMM Software & Firmware(all models)	Source Code & Repositories
BattMan Software & Firmware(all models)	Source Code & Repositories
Jerebro	Source Code & Repositories
Station robotics control for each sub-systems	Source Code & Repositories
Vehicle detection and identification software	Source Code & Repositories
Robotics safety systems to ensure no-collision operations	Source Code & Repositories
Ample Cloud interface and services	Source Code & Repositories
Ample Mobile App	Source Code & Repositories
List of all open-source components used, with license types (GPL, MIT, Apache, etc.)—SBOM (Software Bill of Sale)	Intellectual Property and Legal
Third-party commercial software licenses	Intellectual Property and Legal
System architecture documents (how the four applications interact end-to-end)	Documentation
Network topology diagrams (CAN bus, Ethernet, wireless protocols between modules/plates/station/cloud)	Documentation

Communication protocol specifications (vehicle CAN/UDS, plate-to-module, station-to-cloud, MQTT/gRPC/REST schemas)	Documentation
API documentation (internal APIs between services, external APIs for partners/OEMs)	Documentation
Hardware interface specifications (pinouts, connector types, voltage levels, signal timing)	Documentation
BMS algorithm documentation (SOC estimation method, SOH degradation models, cell balancing strategies, charging profiles)	Documentation
Robotics control documentation (kinematics, motion planning, safety interlocks, collision avoidance logic)	Documentation
Safety-critical system documentation (FMEA, fault trees, safety cases, HAZOP analyses)	Documentation
Regulatory compliance documentation (UL, CE, FCC, any automotive certifications like ISO 26262 or ASIL ratings)	Documentation
Runbooks and operational playbooks for production systems	Documentation
Incident post-mortems and known issues backlog	Documentation
Data dictionaries for all databases	Documentation
Mobile app store listings metadata and release notes history	Documentation
Complete list of all development tools, compilers, IDEs, and their versions	Development Environment & Toolchain
Embedded toolchains (e.g., ARM GCC, IAR, Keil, vendor-specific SDKs) with exact versions	Development Environment & Toolchain
Robotics development tools (e.g., ROS version, simulation environments like Gazebo/Isaac Sim)	Development Environment & Toolchain
Cloud development stack documentation (e.g., languages, frameworks, runtime versions)	Development Environment & Toolchain
Docker images / container registries with all build and runtime images	Development Environment & Toolchain
Package manager lock files (e.g., package-lock.json, Pipfile.lock, Cargo.lock, etc.)	Development Environment & Toolchain
Private package registries or artifact repositories (e.g., npm, PyPI, Maven, Conan, etc.)	Development Environment & Toolchain
Hardware-in-the-loop (HIL) and software-in-the-loop (SIL) test setup documentation	Development Environment & Toolchain
Emulators or simulators for embedded targets	Development Environment & Toolchain
Development board / reference hardware specifications	Development Environment & Toolchain
Cloud account ownership transfer (e.g., AWS, GCP, Azure, etc.)	Infrastructure & Deployment
Infrastructure-as-Code (e.g., Terraform, CloudFormation, Pulumi, Kubernetes manifests)	Infrastructure & Deployment
CI/CD pipeline configurations (e.g., GitHub Actions, Jenkins, GitLab CI, etc.)	Infrastructure & Deployment
Container orchestration configs (e.g., Kubernetes, Helm charts, docker-compose)	Infrastructure & Deployment
DNS records and domain name transfers	Infrastructure & Deployment
SSL/TLS certificates and certificate management setup	Infrastructure & Deployment
CDN and edge configurations	Infrastructure & Deployment
VPN configurations for station-to-cloud connectivity	Infrastructure & Deployment

OTA (Over-The-Air) update infrastructure and signing keys	Infrastructure & Deployment
Firmware update delivery pipeline and rollback mechanisms	Infrastructure & Deployment
Environment configurations (e.g., dev, staging, production) and secrets management (Vault, AWS Secrets Manager)	Infrastructure & Deployment
Monitoring and alerting setup (e.g., Prometheus, Grafana, Datadog, PagerDuty, etc.)	Infrastructure & Deployment
Logging infrastructure (e.g., ELK, CloudWatch, Splunk)	Infrastructure & Deployment
Database instances, schemas, migrations, and production data (or sanitized copies)	Infrastructure & Deployment
Message broker configurations (e.g., Kafka, RabbitMQ, MQTT broker)	Infrastructure & Deployment
All historical telemetry data (e.g., battery cycling data, SOC/SOH logs, voltage/current curves)	Data Assets
Training data for any ML models (e.g., battery degradation prediction, demand forecasting)	Data Assets
Trained ML model weights and training pipelines	Data Assets
Calibration data for BMS (cell characterization curves, temperature compensation tables)	Data Assets
Robotics calibration data (encoder offsets, kinematic parameters, vision system calibrations)	Data Assets
Customer/driver data (with GDPR/CCPA compliance transfer considerations)	Data Assets
Billing and transaction history	Data Assets
Station inventory and asset tracking data	Data Assets
Vehicle compatibility database (which vehicles, which plate configurations)	Data Assets
Bill of Materials (BOM) for all hardware that runs the software (e.g., BMS boards, plate controllers, station PLCs, etc.)	Hardware-Software Interface
PCB designs and schematics (e.g., Altium, KiCad, Eagle files) for custom electronics	Hardware-Software Interface
Hardware abstraction layer (HAL) documentation	Hardware-Software Interface
Bootloader source code and flashing procedures	Hardware-Software Interface
Hardware test fixtures and production test software	Hardware-Software Interface
Supplier contacts for custom hardware components	Hardware-Software Interface
Stock/inventory of spare hardware for development and testing	Hardware-Software Interface
All test suites (unit, integration, system, end-to-end)	Testing & Quality
Test coverage reports and quality gate configurations	Testing & Quality
Hardware-in-the-loop (HIL) test benches and their software	Testing & Quality
Robotics simulation test scenarios	Testing & Quality
Load/stress test configurations for cloud services	Testing & Quality
Security audit reports and penetration test results	Testing & Quality
Static analysis configurations (e.g., SonarQube, Coverity, Polyspace for embedded)	Testing & Quality

Regression test suites for safety-critical components	Testing & Quality

LIST OF PATENTS (REGARDING SCHEDULE B)

Docket No.	Application No.	Title	Country
AMPL.CNPAT.0600	202,380,077,879.7	ELECTRIC VEHICLE BATTERY SERVICE STATION WITH RETRACTABLE WALLS	CN
AMPL.CNPAT.0700	202,080,047,560.6	Modular Electric Battery-Powered Systems and Methods	CN
AMPL.CNPAT.0900	202,280,093,687.0	MULTI-MODULE ELECTRIC VEHICLE BATTERY CONTROL SYSTEM	CN
AMPL.CNPAT.1100	202,380,035,173.4	SELF-ALIGNING MECHANICAL FASTENER	CN
AMPL.CNPAT.1400	202,280,026,063.7	Interface for Coupling Electric Battery and Vehicle Systems	CN
AMPL.EPPAT.0600	23 892 460.9	Electric Vehicle Battery Service Station with Retractable Walls	EP
AMPL.EPPAT.0900	22 715 503.3	Multi-Module Electric Vehicle Battery Control System	EP
AMPL.EPPAT.1100	23 799 838.0	Self-Aligning Mechanical Fastener	EP
AMPL.EPPAT.1400	22 717 516.3	INTERFACE FOR COUPLING ELECTRIC BATTERY AND VEHICLE SYSTEMS	EP
AMPL.INPAT.0900	202,417,078,918.0	MULTI-MODULE ELECTRIC VEHICLE BATTERY CONTROL SYSTEM	IN
AMPL.JPPAT.0600	2025-527678	ELECTRIC VEHICLE BATTERY SERVICE STATION WITH RETRACTABLE WALLS	JP
AMPL.JPPAT.0900	2024-554808	MULTI-MODULE ELECTRIC VEHICLE BATTERY CONTROL SYSTEM	JP
AMPL.JPPAT.1100	2024-564781	SELF-ALIGNING MECHANICAL FASTENER	JP
AMPL.JPPAT.1400	2023-560790	Interface for Coupling Electric Battery and Vehicle Systems	JP
AMPL.KRPAT.0600	10-2025-7019799	ELECTRIC VEHICLE BATTERY SERVICE STATION WITH RETRACTABLE WALLS	KR
AMPL.KRPAT.1100	10-2024-7039815	Self-Aligning Mechanical Fastener	KR
AMPL.MXPAT.0700	MX/a/2021/015565	Modular Electric Battery-Powered Systems and Methods	MX
AMPL.PCTUS.0600	PCT/US2023/079751	Electric Vehicle Battery Service Station with Retractable Walls	WIPO
AMPL.PCTUS.0700	PCT/US20/40070	Modular Electric Battery-Powered Systems and Methods	WIPO
AMPL.PCTUS.0800	PCT/US22/70254	Medical Ventilator Having In-Series Piston Pumps	WIPO
AMPL.PCTUS.0900	PCT/US22/71220	Multi-Module Electric Vehicle Battery Control System	WIPO
AMPL.PCTUS.1100	PCT/US2023/020106	Self-Aligning Mechanical Fastener	WIPO
AMPL.PCTUS.1200	PCT/US2024/017802	Over-Voltage Protection Circuit for Electric Vehicles	WIPO
AMPL.PCTUS.1300	PCT/US2024/028269	Configurable Vehicle Lift and Service Station	WIPO
AMPL.PCTUS.1310	PCT/US2024/028273	Battery-Exchange System and Service Station	WIPO
AMPL.PCTUS.1320	PCT/US2024/029708	Battery-Storage Apparatus and Battery-Exchange System	WIPO
AMPL.PCTUS.1400	PCT/US22/71461	Interface Plate for Coupling Electric Battery and Vehicle Systems	WIPO

AMPL.PCTUS.1500	PCT/US2024/038290	Cooling Plate and Assembly for Swappable Electric-Vehicle Batteries	WIPO
AMPL.PCTUS.1700	PCT/US2025/027496	ELECTRIC VEHICLE BATTERY WITH THERMAL FAILURE PROTECTION	WIPO
AMPL.PCTUS.2300	PCT/US2024/029678	BATTERY-EXCHANGE SERVICE STATION	WIPO
AMPL.PCTUS.2500	PCT/US19/38921	Autonomous Lift System	WIPO
AMPL.USCIP.1410	18/502,420	Interface for Coupling Electric Battery and Vehicle Systems	US
AMPL.USCON.0110	15/006,773	Electric Vehicle Battery Systems With Exchangeable Parallel Electric Vehicle Battery Modules	US
AMPL.USCON.0310	15/667,830	Robot Assisted Modular Battery Interchanging System	US
AMPL.USDES.0100	29/866,802	Electric Vehicle Battery Swapping Station	US
AMPL.USDIV.0210	16/389,496	Automated Self-Aligning Mechanical Fastener	US
AMPL.USDIV.1110	19/033,796	Self-Aligning Mechanical Fastener	US
AMPL.USDIV.2310	19/068,342	Battery-Exchange Service Station	US
AMPL.USPAT.0100	14/138,683	Electric Vehicle Battery Systems With Exchangeable Parallel Electric Vehicle Battery Modules	US
AMPL.USPAT.0200	15/185,973	Automated Self-Aligning Mechanical Fastener	US
AMPL.USPAT.0300	15/185,986	Robot Assisted Modular Battery Interchanging System	US
AMPL.USPAT.0600	18/509,646	Electric Vehicle Battery Service Station with Retractable Walls	US
AMPL.USPAT.1000	18/363,314	Electric Vehicle Battery Charging and Support Rack	US
AMPL.USPAT.1100	18/056,048	Self-Aligning Mechanical Fastener	US
AMPL.USPAT.1200	18/186,468	Over-Voltage Protection Circuit for Electric Vehicles	US
AMPL.USPAT.1300	18/317,985	Configurable Vehicle Lift and Service Station	US
AMPL.USPAT.1320	18/666,365	Battery-Storage Apparatus and Battery-Exchange System	US
AMPL.USPAT.1400	17/221,510	Interface for Coupling Electric Battery and Vehicle Systems	US
AMPL.USPAT.1500	18/775,168	Cooling Plate and Assembly for Swappable Electric-Vehicle Batteries	US
AMPL.USPAT.1700	19/197,403	Electric Vehicle Battery With Thermal Failure Protection	US
AMPL.USPAT.2300	18/666,233	Battery-Exchange Service Station	US
AMPL.USPAT.2500	16/451,156	Autonomous Lift System	US
AMPL.USPAT.2700	19/262,711	Robot Coordination Controller	US
AMPL.USPRO.1800	63/737,992	Spatial Mapping Circuit for Tray Controllers in Electric Vehicles	US

LIST OF TRADEMARKS (REGARDING SCHEDULE B)

Docket Number	Patent Title	Status
AMPLE.TMARK.0100	Ample TM	Registered
AMPLE.TMARK.0200	Ample Logo TM	Registered
AMPLE.TMARK.0300	Electric Cars For Everyone TM	Registered

LIST OF CREDENTIALS, KEYS, AND SECRETS

Description	Utility
All SSH keys, API keys, service account credentials	Credentials, Keys & Secrets
Code signing certificates (firmware, mobile apps)	Credentials, Keys & Secrets
Apple Developer and Google Play Console account transfer	Credentials, Keys & Secrets
App store signing keys and keystores	Credentials, Keys & Secrets
PKI infrastructure and device certificates for station-to-cloud mTLS	Credentials, Keys & Secrets
Encryption keys for data-at-rest and data-in-transit	Credentials, Keys & Secrets
OTA update signing keys	Credentials, Keys & Secrets
OAuth client IDs and secrets for integrations	Credentials, Keys & Secrets
Payment processor credentials (e.g., Stripe, etc.)	Credentials, Keys & Secrets

SCHEDULE C

Categories of Potentially Designated Contracts

1. Third-party software licenses that constitute executory contracts;
2. Licensing agreements with OEMs or partners;
3. SaaS subscriptions;
4. Map/navigation data provider agreements;
5. Cellular/IoT connectivity provider contracts;
6. Cloud provider contracts, including any committed-use contracts or reserved instances;
7. Support contracts for commercial RTOS, middleware, or libraries;
8. Amazon AWS; and
9. Other cloud services related to the intellectual property.

EXHIBIT 1

Sale Order

(*See attached.*)

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

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

ORDER (A) APPROVING THE SALE OF PURCHASED ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND OTHER INTERESTS TO TRANSFORM AMP, LLC PURSUANT TO THE ASSET PURCHASE AGREEMENT; (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS; AND (C) GRANTING RELATED RELIEF

The Court having considered the motion (the "Motion"),[2] filed by Ample, Inc. and Ample Texas EV, LLC (the "Debtors") in the above-captioned case, seeking, among other related relief, approval of the sale of the Debtors intellectual property and related tangible property (Assets as defined in the Asset Purchase Agreement are the "Purchased Assets") to (i) Transform AMP, LLC ("Transform AMP, LLC") , and (ii) Twelve Bridge Capital LLC, in its capacity as DIP Lender (the "DIP Lender"), which together submitted a joint bid pursuant to the Asset Purchase Agreement (the DIP Lender and Transform AMP, LLC together, the "Purchasers").

Under the Asset Purchase Agreement (defined below) Purchasers acquire the Purchased Assets free and clear of all liens, claims, and encumbrances. The Court held a hearing (the "Sale Hearing") to consider approval of the Asset Purchase Agreement and the transaction with the Purchasers (the "Sale Transaction"); and the Court considered (i) the Motion and the exhibits thereto, (ii) the *Notice of Modified Sale Process and Extension of the Bid Deadline* [ECF No. 198]

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification numbers are: Ample Inc. (4015) and Ample Texas EV, LLC (6832).

[2] Capitalized terms used but not described in this Order have the meanings ascribed to them in the Motion.

and the *Notice of Second Extension of the Bid Deadline* [ECF No. 207], (iii) the Asset Purchase Agreement, dated as of April 15, 2026, by and between the Purchasers and the Debtors (the "Asset Purchase Agreement"), a copy of which is attached hereto as **Exhibit 1**, In the Asset Purchase Agreement, Debtors agreed, subject to Court approval, among other things, to sell the Purchased Assets therein to the Purchasers, including, without limitation, the Designated Assigned Contracts (as defined herein) that will be assumed and assigned to the Purchasers on the terms and conditions set forth in the Asset Purchase Agreement and herein. The Court has considered (iv) the record of all proceedings in this bankruptcy case; and finds that due and sufficient notice of the Motion and its attachments, the Asset Purchase Agreement, and the form of this order (the "Sale Order") have been provided; and, except as otherwise provided for herein, all objections to the Sale Transaction having been withdrawn, resolved, or overruled; and, after due deliberation and for the reasons set forth on the record of the Sale Hearing, and the Court further finds that the relief granted herein is in the best interests of the Debtors' estate; and good and sufficient cause appearing therefor;

IT HEREBY IS FOUND AND DETERMINED THAT:

A. **Fed. R. Bankr. P. 7052**. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Court's findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing.

B. **Jurisdiction and Venue**. This Court has jurisdiction over the Motion, the Sale Transaction, and over the property of the Debtors' bankruptcy estate, including the Purchased

Assets, pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and other legal predicates for the relief sought in the Motion and granted herein include sections 105, 362, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9008, and 9014.

C. **Final Order**. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the Asset Purchase Agreement. In the absence of a stay pending appeal, the Purchasers, being good faith purchasers under section 363(m) of the Bankruptcy Code, may close the sale contemplated by the Asset Purchase Agreement at any time after entry of this Sale Order, subject to the provisions of the Asset Purchase Agreement.

D. **Notice and Opportunity to Object**. As evidenced by the certificates of service on file with the Court, due, proper, timely, adequate, and sufficient notice and a reasonable opportunity to object or be heard with respect to the Bidding Procedures, the Motion, the Sale Hearing, the Sale Transaction, and the Asset Purchase Agreement, the assumption and assignment of the Designated Assigned Contracts (as defined below), and proposed amounts necessary to cure any defaults thereunder (the "Cure Amounts") has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

E. **Property of Estate**. The Purchased Assets to be sold and assigned by the Debtors to the Purchasers pursuant to the Asset Purchase Agreement are property of the Debtors' estate and all rights are vested in and owned by the Debtors' estate.

F. **Marketing Process**. In accordance with the Bidding Procedures and the *Notice of Modified Sale Process and Extension of the Bid Deadline* [ECF No. 198], (i) the Debtors and its advisors engaged in a closed-bid process (the "Bidding Process") that was sufficient under the circumstances; (ii) the Debtors and its advisors conducted a fair process; (iii) the Bidding Process was non-collusive and provided a full, fair, and reasonable opportunity for any entity to make an offer to purchase the Purchased Assets; and (iv) the process conducted by the Debtors was reasonably calculated to obtain the highest or otherwise best value for the Purchased Assets obtainable under the circumstances.

G. **Corporate Authority**. Subject to this Sale Order, the Debtors acting through the CRO John D. Baumgartner, their advisors, or other authorized representative, will have all necessary power and authority to (i) execute and deliver the Asset Purchase Agreement and all other documents contemplated thereby, (ii) consummate the Sale Transaction, and (iii) execute any document necessary or appropriate to effectuate the Sale Transaction. No consents or approvals, other than those expressly provided for in the Asset Purchase Agreement, are required for the Debtors to consummate the Sale Transaction on behalf of the Debtors and its bankruptcy estate.

H. **Business Justification**. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for entry into and approval of the Asset Purchase Agreement and the other agreements, documents, and instruments deliverable thereunder, pursuant to section 363(b) of the Bankruptcy Code.

I. **Highest and Otherwise Best Offer**. The consideration to be provided pursuant to the Asset Purchase Agreement, consisting of the DIP Lender's bid of $2,000,000 (as a reduction of the DIP Loan) pursuant to section 363(k) of the Bankruptcy Code and payment of any Cure

Amounts for the Designated Assigned Contracts, constitutes (a) fair and reasonable consideration, (b) the highest and otherwise best offer for the Purchased Assets received by the Debtors, and (c) reasonably equivalent value under the circumstances. The Debtors' determination that the Asset Purchase Agreement constitutes the highest and best offer likely obtainable for the Purchased Assets was a valid, sound, and reasonable exercise of the Debtors' business judgment consistent with its fiduciary duties to its bankruptcy estate. The Court finds the terms and conditions set forth in the Asset Purchase Agreement are fair and reasonable under the circumstances. The Asset Purchase Agreement was not entered into by the Purchasers or the Debtors for the purpose of, nor does it have the effect of, hindering, delaying, or defrauding any creditor of the Debtors under any of the foregoing federal or state laws or any other applicable laws.

J. **Good Faith Purchasers**. The Asset Purchase Agreement and the Sale Transaction were proposed, negotiated, and entered into by and among the Debtors, Committee, and the Purchasers without collusion or fraud, in good faith, and at arm's length after a mediation, and they constitute a reasonable business decision of the Debtors. The Purchasers are good faith purchasers within the meaning of Bankruptcy Code section 363(m) and are therefore entitled to the full protection of that provision with respect to the Asset Purchase Agreement, the Sale Transaction, each term of the Asset Purchase Agreement (and any ancillary documents executed in connection therewith, including but not limited to the Secured Note, the related loan documents (together with the Secured Note, the "Loan Documents"), the transfer of Claims, and any bills of sale or intellectual property transfer or assignment agreements) and each term of this Sale Order. The protections afforded by Bankruptcy Code § 363(m) are integral to the Sale Transaction and the Purchasers would not consummate the Sale Transaction without such protections. There has been no showing that the Debtors or the Purchasers have engaged in any action or inaction that

would cause or permit the Asset Purchase Agreement or the Sale Transaction to be avoided or any costs or damages to be imposed under Bankruptcy Code § 363(n). Neither of the Purchasers, nor any of their affiliates, members, controlling partners, officers, directors, principals, or shareholders is an "insider" of the Debtors as that term is defined in Bankruptcy Code section 101(31). No common identity of directors, managers, controlling partners, shareholders, or members exists between the Debtors and the Purchasers. The Court further finds that the Purchasers, Debtors and Committee acted in good faith in structuring and submitting the Asset Purchase Agreement and the mediation leading to it, including the bid, Claims transfer, Claims limitations, transfer of Purchased Assets and all related consideration. The absence of cash consideration does not negate the DIP Lender or Transform AMP, LLC's status as good faith purchasers, and the totality of the consideration provided is sufficient to support the Sale Transaction.

K. **Validity of the Transfer**. As of the closing of the Sale Transaction (the "Closing"), the transfer of Purchased Assets to the Purchasers will be a legal, valid, and effective transfer of such Purchased Assets, and will vest the Purchasers with all rights, title, and interests of the Debtors and the Debtors' estate in and to the Purchased Assets, free and clear of all liens, claims, encumbrances, and other interests, except those expressly retained pursuant to the Asset Purchase Agreement. The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, sections 105(a), 363(b), 363(f), 363(h), 365(f), and 365(m), and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

L. **Legal, Valid, and Binding Transfer**. The Asset Purchase Agreement is a valid and binding contract between the Debtors, on behalf of themselves and the bankruptcy estates, and the Purchasers, and the Asset Purchase Agreement and the terms thereof shall be enforceable

pursuant to its terms. The Asset Purchase Agreement, the Sale Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, any trustee appointed in this bankruptcy case, the Purchasers, and any other party with an interest in the Purchased Assets, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

M. **Free and Clear**. The Purchasers would not have entered into the Asset Purchase Agreement and would not consummate the Sale Transaction if the transfer of the Purchased Assets to the Purchasers and the assumption and assignment of any of the Designated Assigned Contracts to the Purchasers were not free and clear of all liens, claims, encumbrances and other interests except those specifically retained in the Asset Purchase Agreement and as provided for herein, or if the Purchasers would, or in the future could, be liable for any such liens, claims, encumbrances. Subject to the provisions of this Sale Order and except as may be specifically provided in the Asset Purchase Agreement or this Sale Order, the Debtors' sale of the Purchased Assets shall be free and clear of any and all interests, including all liens, claims, and encumbrances, because, in each case, one or more of the standards set forth in sections 363(f)(1) through (5) of the Bankruptcy Code have been satisfied. Each entity with an interest, including any lien, claim, or encumbrance, in the Purchased Assets to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale Transaction or is deemed to have consented to the extent that they did not object; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such lien, claim, interest, or encumbrance; or (iii) otherwise falls within the provisions of Bankruptcy Code § 363(f). Except to the extent expressly set forth in the Asset Purchase Agreement or this Sale Order, this Sale Order is and shall be effective on the date of the Closing (the "Closing Date") as a determination that all liens, claims,

encumbrances, and other interests of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date have been unconditionally released, discharged, and terminated, in each case to the fullest extent permitted by law, and that the conveyances described herein have been effected. Except to the extent expressly set forth in the Asset Purchase Agreement or this Sale Order, the Purchasers shall not be responsible for any liens, claims, encumbrances, and other interests, including any derivative, successor, transferee, or vicarious liability as a result of the transactions authorized herein, including liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of Debtors' business or administration of the bankruptcy estate prior to the Closing or by reason of the transactions contemplated by this Sale Order on account of the Sale Transaction, including any federal, state, or local tax liabilities that the Debtors may incur in connection with the Sale Transaction. Upon the Closing Date, all persons having liens of any kind or nature whatsoever against the Purchased Assets arising prior to the Closing Date and not expressly retained by the Asset Purchase Agreement or this Sale Order shall be forever barred, estopped, and permanently enjoined from pursuing or asserting such liens against the Purchasers or any of its respective assets, property, affiliates, successors, assigns, or the Purchased Assets.

N. **Not a *Sub Rosa* Plan**. The Asset Purchase Agreement and Sale Transaction do not constitute an impermissible *sub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. The Asset Purchase Agreement and the Sale Transaction neither impermissibly restructure the rights of the Debtors' creditors nor impermissibly dictate a liquidating plan for the Debtors.

O. **No Successor, Derivative, or Similar Liability**. The Purchasers (i) are not, and shall not be, considered a successor in interest to the Debtors, (ii) have not, *de facto* or

otherwise, merged or consolidated with or into the Debtors, (iii) are not a continuation or substantial continuation of the Debtors or any enterprise of the Debtors, and (iv) are not holding themselves out to the public as a continuation of the Debtors. There is no continuity or common identity between the Purchasers, any of their affiliates, and the Debtors. The sale and transfer of the Purchased Assets to the Purchasers, including the assumption by the Debtors and assignment, transfer, and/or sale to the Purchasers and the Purchasers' occupation and use of the Purchased Assets will not subject the Purchasers to any liability (including any successor liability) with respect to the operation of any of the Debtors' business before Closing or by reason of such transfer, except that, upon the Closing, the Purchasers shall become liable for the applicable Assumed Liabilities. The Purchasers shall have no obligations with respect to any liabilities of the Debtors or the Debtors' estate arising out of or related to the Purchased Assets, except as expressly provided in the Asset Purchase Agreement. The Sale Transaction contemplated under the Asset Purchase Agreement does not amount to a consolidation, merger or de facto merger of the Purchasers and the Debtors and/or the Debtors' estate. The Purchasers would not have acquired the Purchased Assets if it were liable for claims based upon "successor liability" theories.

P. **Joint Bid Structure**. The Court finds that the Asset Purchase Agreement reflects a joint bid by the Purchasers, pursuant to which the DIP Lender is providing consideration through a bid and reduction of the DIP Loan balance under section 363(k) of the Bankruptcy Code and, in exchange, will receive certain consideration from Transform AMP, LLC as set forth in the Asset Purchase Agreement and related agreements and exhibits. Such structure was fully disclosed, negotiated in good faith, and does not constitute collusion or improper conduct under section 363(n) of the Bankruptcy Code.

Q. **Credit Bid**. Pursuant to sections 363(k) and 363(b) of the Bankruptcy Code, the credit bid was a valid and proper bid as contemplated under the Asset Purchase Agreement and the Bidding Procedures.

R. **Legal and Factual Bases**. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

S. **Necessity of Sale Order**. The Purchasers would not consummate the Sale Transaction without all of the relief provided for in this Sale Order.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is **GRANTED** as set forth herein.

2. Any objections, responses, or reservations of rights filed or asserted in response to the Motion and the relief granted herein, to the extent not resolved as set forth herein, settled, or waived as announced to the Court on the record at the Sale Hearing, are hereby overruled on the merits in their entirety.

Approval of the Asset Purchase Agreement

3. The Asset Purchase Agreement with the Purchasers, including all of its terms and conditions, all schedules and exhibits, all ancillary documents, and all transactions contemplated therein, are hereby approved in all respects.

4. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to (i) execute, deliver, perform under, consummate, and implement the Asset Purchase Agreement and the Sale Transaction together with all additional documents as may be reasonably necessary or desirable to implement the Asset Purchase Agreement, the Sale Transaction and the transfer of the Assets, (ii) take any and all actions as it deems necessary, appropriate, or advisable for the purpose of assigning, transferring, granting, conveying, and conferring the Assets to the Purchasers (or as may be necessary or appropriate to the performance

of the obligations as contemplated by the Asset Purchase Agreement and the Sale Transaction) including, without limitation, any and all actions reasonably requested by the Purchasers that are consistent with this Sale Order, the Asset Purchase Agreement, and the Sale Transaction, and (iii) pay, without further order of this Court, whether before, at or after the Closing Date, any expenses or costs that are required or reasonably contemplated to be paid by the Debtors in order to consummate the transactions contemplated by the Asset Purchase Agreement or perform the obligations under the Asset Purchase Agreement (which payments are deemed authorized by the DIP Lender notwithstanding restrictions in prior orders).

Transfer of the Purchased Assets Free and Clear

5. Pursuant to sections 105(a), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing of the Sale Transaction: (i) the transfer of the Purchased Assets to the Purchasers pursuant to the Asset Purchase Agreement shall constitute a legal, valid, and effective transfer of the Purchased Assets and shall vest the Purchasers with all rights, title, and interests in and to the Purchased Assets; and (ii) the Purchased Assets shall be transferred to the Purchasers free and clear of any and all interests, including all liens, claims, and encumbrances, except those specifically assumed by the Purchasers pursuant to the Asset Purchase Agreement or this Sale Order; and all persons are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, against the Purchasers or the Purchased Assets with respect to any such liens, claims, encumbrances, and other interests. Accordingly, the Purchasers shall not have any derivative, successor, transferee, or vicarious liability as a result of the transactions authorized herein, including liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing or by reason of the transactions

contemplated by this Sale Order, including any federal, state, or local tax liabilities that the Debtors may incur in connection with the Sale Transaction.

6. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a legal, valid, binding, and effective, full, and complete general assignment, conveyance, and transfer of the interests of the Debtors and the Debtors' estate in the Purchased Assets, deed, and/or a bill of sale transferring good and marketable title in and to the Purchased Assets. This Sale Order shall also effectuate the DIP Lender's acquisition of Claims that are Purchased Assets, including specifically Claims against any of the Debtors' current or former officers, directors, agents, insiders, affiliates, control persons or subsidiaries, and this Sale Order further imposes limitations on a recovery on those Claims, some of which may be subject to potential reconveyance to the Estate (as set out in the Asset Purchase Agreement).

7. The Debtors, through the CRO John D. Baumgartner, their advisors, or other authorized representatives, are authorized to execute any documents or instruments on behalf of the Debtors necessary or appropriate to effectuate the Sale Transaction contemplated by this Sale Order.

8. This Sale Order is and shall be effective as a determination that all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order), attributable to any period ending on or before the Closing Date, shall be and are, without further action by any person or entity, unconditionally released, discharged, and terminated with respect to the Purchased Assets as of the Closing Date, except as may otherwise be set forth in the Asset Purchase Agreement or this Sale Order. The provisions of this Sale Order authorizing the sale and assignment of the Purchased Assets free and clear of all liens, claims, encumbrances, and other

interests shall be self-executing, and notwithstanding the failure of the Debtors, the Purchasers, or any other party to execute, file, or obtain releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and/or implement the provisions hereof, all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order) on or against the Purchased Assets, if any, shall be deemed released, discharged, and terminated.

9. Except as otherwise provided herein or in the Asset Purchase Agreement, on the Closing Date, the Debtors and the Debtors' creditors are authorized to execute such documents and instruments and to take all other actions as may be reasonably necessary to document and effectuate the release of their liens, claims, encumbrances, and other interests in the Purchased Assets (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order), if any, as such liens, claims, encumbrances, and other interests, may have been recorded or may otherwise exist. If any such creditor fails to execute any such documents or instruments or take any such actions, the Purchasers and the Debtors are authorized to execute such documents and instruments and to take such actions on behalf of the creditor so as to document the release of such liens, claims, encumbrances, and other interests.

10. To the maximum extent permitted under applicable law, the Purchasers shall be authorized (but not required), as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors (to the extent of the Debtors' rights, title and interest therein) with respect to the Purchased Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchasers with respect to the Purchased Assets as of the Closing Date (unless the Purchasers disclaim said license, permit, registration,

and/or authorization before closing, in writing, and promptly file with the Court a notice of such disclaimer).

11. No governmental unit (as defined in Bankruptcy Code section 101(27)) or any representative thereof may deny, revoke, suspend or refuse to renew any right, license, copyright, patent, trademark, or other permission or similar grant relating to the operation of the Purchased Assets on account of the filing or pendency of this bankruptcy case or the consummation of the Sale Transaction to the extent that any such action by a governmental unit or any representative thereof would violate Bankruptcy Code § 525.

Good Faith; Arm's-Length Sale

12. The consideration provided by the Purchasers under the Asset Purchase Agreement constitutes reasonably equivalent value, fair consideration, and fair value for the Purchased Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and any other applicable law and may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law. Neither the Debtors nor the Purchasers has engaged in any conduct that would cause or permit the Asset Purchase Agreement or the Sale Transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. The Asset Purchase Agreement was not entered into, and the Sale Transaction is not being consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code, or any other applicable laws or escaping liability for any claims against the Debtors. Neither the Debtors nor the Purchasers has entered into the Asset Purchase Agreement or is consummating the Sale Transaction with any fraudulent or otherwise improper purpose.

13. The Asset Purchase Agreement and the Sale Transaction are undertaken by the Purchasers without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Asset Purchase Agreement and the Sale Transaction shall not affect the validity of the sale of the Purchased Assets to the Purchasers, unless this Sale Order is duly stayed pending such appeal. The Purchasers are good faith buyers of the Purchased Assets and are entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

Assumption and Assignment

14. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, the Debtors are authorized to assume the Designated Assigned Contracts (if any) designated for assumption and assignment in accordance with the Asset Purchase Agreement and assign the Designated Assigned Contracts to the Purchasers, free and clear of all claims, liens, encumbrances, and other interests of any kind or nature whatsoever. The Purchasers shall file a final list of Designated Assigned Contracts on or before the day before the Closing Date. All executory contracts that the Purchasers do not timely designate in writing for assignment to and assumption by the Debtors by the Closing Date shall not be considered a Designated Assigned Contract.

15. Subject to and conditioned upon the closing of the Sale Transaction, the Asset Purchase Agreement, and any confirmed plan of reorganization or liquidation, Transform AMP, LLC shall pay the Cure Amounts for the Designated Assigned Contracts within fourteen (14) days after the Closing Date in the amounts set out in the Designated Assigned Contracts.

16. The Purchasers are found to have provided adequate assurance of future performance under the Designated Assigned Contracts within the meaning of section 365 of the Bankruptcy Code.

17. Upon payment of the Cure Amount for the Designated Assigned Contracts, the Designated Assigned Contracts, consistent with the provisions contained herein, shall be transferred to, and remain in full force and effect for the benefit of, the Purchasers in accordance with their respective terms, notwithstanding any provision in any such Designated Assigned Contract (including those of the type described in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, effective upon the Closing and the Debtor and the Debtor's estate shall be relieved from any post-Closing liability with respect to the Designated Assigned Contracts. No sections or provisions of any Designated Assigned Contract that purport to provide for additional payments, penalties, charges, or other financial accommodations in favor of the non-debtor counterparty to the Designated Assigned Contracts shall have any force or effect with respect to the Sale Transaction and assignments authorized by this Sale Order. Such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and are otherwise unenforceable under section 365(e) of the Bankruptcy Code. There shall be no accelerations, assignment fees, increases, or any other fees charged to the Purchasers, the Debtors, or the Debtors' estate caused by the assumption or assignment of Designated Assigned Contracts, the Sale Transaction, or the commencement of this bankruptcy case. No Designated Assigned Contract may be terminated, or the rights of any party modified in any respect, including pursuant to any "change of control" clause, by any other party thereto, as a result of the transactions contemplated by the Asset Purchase Agreement.

18. Upon payment of the Cure Amount for the Designated Assigned Contracts, all defaults or other obligations of the Debtors or the Debtors' estate under the Designated Assigned Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses

or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured, and in no event shall the Purchasers, the Debtors, or the Debtors' estate have any liability whatsoever under any Designated Assigned Contract arising from or related to the time period prior to the Closing Date. The non-debtor counterparties to the Designated Assigned Contracts are forever barred and permanently enjoined from asserting against the Debtors, the Debtors' estate, the Purchasers, and their respective successors and assigns, any default or unpaid obligation allegedly arising or occurring before the Closing, any pecuniary loss resulting from such default, or any other claim or obligation under the Designated Assigned Contracts arising or incurred prior to the Closing, other than the Cure Amounts for the Designated Assigned Contracts. The Cure Amounts shall not be subject to further dispute or audit, including, without limitation, any audit based on performance prior to the Closing Date, irrespective of whether such Designated Assigned Contract contains an audit clause. After the payment of the applicable Cure Amounts, none of the Debtors, the Debtors' estate, or the Purchasers shall have any further liabilities to the counterparties to the Designated Assigned Contracts other than the Purchasers' obligations under the Designated Assigned Contracts that accrue and become due and payable on or after the Closing Date.

19. The Cure Amounts for the Designated Contracts shall be in the amount set out in the Purchase Agreement except as otherwise provided in this Sale Order. Such Cure Amounts shall be deemed to be finally determined, and any such counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Amount at any time.

No Successor Liability

20. The Purchasers have given substantial and adequate consideration under the Asset Purchase Agreement, which consideration shall constitute valid, valuable, and sufficient

consideration for the absolution from any potential claims of successor liability of the Purchasers to the greatest extent allowed by applicable law and neither the Purchasers nor any of their affiliates shall be deemed to: (a) be a legal successor, or otherwise deemed to be a successor, to the Debtors under any theory of law or equity; (b) have, *de facto* or otherwise, merged with or into the Debtors or its estate; (c) have a common identity or a continuity of enterprise with the Debtors; or (d) be a mere continuation or substantial continuation, or be holding itself out as a mere continuation, of the Debtors or any business, enterprise, or operation of the Debtors. Upon the Closing, to the maximum extent available under applicable law, Purchasers' acquisition of the Purchased Assets owned by the Debtors shall be free and clear of any "successor liability" claims and other types of transferee liability of any nature whatsoever, whether known or unknown and whether asserted or unasserted at the time of Closing. The operations of the Purchasers and their affiliates shall not be deemed a continuation of the Debtors' business as a result of the acquisition of the Purchased Assets.

21. Neither the purchase of the Purchased Assets by the Purchasers nor the fact that the Purchasers are using any of the Purchased Assets previously operated by the Debtors will cause the Purchasers to be deemed a successor in any respect to the Debtors' businesses or incur any liability derived therefrom within the meaning of any foreign, federal, state or local revenue, pension, ERISA, WARN, CERCLA, tax, labor, employment, environmental, or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

Other Related Relief

22. All persons that are in possession of some or all of the Purchased Assets as of or after the Closing are hereby directed to surrender possession of such Purchased Assets to the

Purchasers as of the Closing or at such time thereafter as the Purchasers may request. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the Claims transferred under the Asset Purchase Agreement or the ability of the Debtors to transfer the Purchased Assets to the Purchasers. The Debtors agree to exercise commercially reasonable efforts to assist the Purchasers in assuring that all persons that are presently, or on the date of the Closing may be, in possession of some or all of the Purchased Assets in which the Debtors' estate holds an interest will surrender possession of the Purchased Assets either to (i) the Debtors before the Closing Date, or (ii) the Purchasers on or after the date of the Closing.

23. The Court finds that, in light of the Debtors' marketing efforts and the absence of higher or better bids, the DIP Lender's bid reducing its loan in conjunction with the other consideration given represents the only viable transaction available to monetize the Purchased Assets and maximize their value for the estates.

24. The Court further approves, solely for purposes of disclosure and enforcement, Transform AMP, LLC's issuance of the secured convertible promissory note in favor of the DIP Lender and entry into the related Loan Documents (including, without limitation, the Security Agreement, Intellectual Property Security Agreement, and Restrictive Covenants Agreement), as contemplated by the Asset Purchase Agreement. The Court finds that such consideration was fully disclosed, negotiated in good faith, and is integral to the consideration provided in the Sale Transaction.

25. This Sale Order is and shall be binding upon and shall govern acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of fees, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other

persons, who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that the Purchasers are the assignee and owner of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement) (all such entities being referred to as the "Recording Officers"). All Recording Officers are authorized to strike recorded liens, claims, interests, and encumbrances against the Purchased Assets recorded prior to the date of this Sale Order. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any liens and other encumbrances of record, and this Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office. If any person or entity which has filed statements or other documents or agreements evidencing liens on, or other interests in, all or any portion of the Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of all liens, claims, encumbrances, or other interests which the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtors and Purchasers are hereby authorized, on behalf of the Debtors, the Debtors' estate, and each of the Debtors' creditors, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Purchased Assets, or take such other appropriate action, including seeking emergency relief in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction and releases of all such liens, claims, encumbrances, or other interests with respect to the Purchased

Assets. Each and every filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state and local official, and any other person and entity who may be required by operation of law, the duties of its office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets, is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale Transaction contemplated by the Asset Purchase Agreement and approved by this Sale Order.

26. Following the Closing, no holder of any liens, claims, encumbrances, or other interests with respect to the Purchased Assets (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order) or other party in interest may interfere with the Purchasers' use and enjoyment of the Purchased Assets based on or related to such liens, claims, encumbrances, or other interests, or any actions that the Debtors may take in this bankruptcy case, and no party may take any action to prevent, interfere with, or otherwise enjoin consummation of the Sale Transaction.

27. No "bulk sales," "bulk transfer" or similar laws (including those relating to taxes) of any state or other jurisdiction shall apply in any way to the transactions authorized herein, including the Asset Purchase Agreement and the Sale Transaction.

28. Notwithstanding anything in this Order or the Asset Purchase Agreement to the contrary, Transform AMP, LLC shall be solely responsible for (except for Claims transferred exclusively to the DIP Lender), and shall assume, pay, perform, and discharge when due, all costs, expenses, liabilities, and obligations arising from or related to (i) the ownership, use, or operation of the Purchased Assets, (ii) the operation of the business associated with the Purchased Assets, and (iii) the consummation and implementation of the Sale Transaction and the transactions

contemplated by the Asset Purchase Agreement and related agreements. For the avoidance of doubt, the DIP Lender shall have no liability or responsibility for any such post-Closing costs, expenses, liabilities, or obligations.

29. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of any security, or the making or delivery of any instrument of transfer under, in furtherance of, or in connection with the Sale Transaction, including, without limitation, the Asset Purchase Agreement and all ancillary documents and instruments, shall not be subject to any stamp tax, transfer tax, sales tax, use tax, or other similar tax. All filing or recording officers (or any other Person with authority over any of the foregoing) are hereby directed to accept for filing and/or recording any of the foregoing instruments or other documents without the payment of any such taxes.

30. The Purchasers shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Asset Purchase Agreement or any other related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence.

31. This Sale Order and Asset Purchase Agreement shall be binding in all respects upon the Debtors, the Debtors' estate, all claimants and creditors, all holders of equity interests in the Debtors, any holders of liens, claims, encumbrances, or other interests against or on all or any portion of the Purchased Assets, all counterparties to any executory contract or unexpired lease of the Debtors, the Purchasers and their affiliates, successors, and assigns, and any subsequently appointed estate representative or other fiduciary in this bankruptcy case. The Asset Purchase Agreement, the Sale Transaction, and this Sale Order shall be enforceable against and binding

upon, and shall not be subject to rejection or avoidance by, any chapter 7 or chapter 11 trustee appointed in this bankruptcy case. To the extent that anything contained in any plan of reorganization (or liquidation) confirmed in these bankruptcy cases or any order confirming any plan of reorganization (or liquidation) or any other order entered in these bankruptcy cases conflicts with or derogates from the provisions of this Sale Order, this Sale Order shall control.

32. The Asset Purchase Agreement and any related agreements, documents, or other instruments contemplated thereby may be waived, modified, amended, or supplemented by the Debtors and the Purchasers in a writing signed by such parties without further order of the Court; *provided that* the Debtors conclude such waiver, modification, amendment, or supplement does not have a material adverse effect on the applicable Debtor's estate.

33. The failure to include specifically any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety and binding on the parties thereto.

34. To the extent of any inconsistency between the provisions of this Sale Order, the Asset Purchase Agreement, and any documents executed in connection therewith, the provisions contained in (1) this Sale Order, (2) the Asset Purchase Agreement, and (3) any documents executed in connection therewith shall govern, in that order.

35. Upon the Closing, in accordance with section 363(k) and the Asset Purchase Agreement, the portion of the DIP Lender's loan constituting the DIP Lender's credit bid in the amount of $2,000,000 shall be discharged.

36. Nothing in this Sale Order or the Asset Purchase Agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit

that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Sale Order. Nothing in this Sale Order or the Asset Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

37. This Court shall retain exclusive jurisdiction to interpret, implement, and enforce the terms and provisions of the Asset Purchase Agreement and all ancillary documents executed in connection therewith, including, without limitation, the Secured Note and the Loan Documents.

38. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Sale Order.

39. Without further approval of this Court, the Debtors and Purchasers are authorized to execute and deliver, and perform under, one or more amendments, waivers, consents or other modifications to and under the Asset Purchase Agreement and ancillary documents, in each case, in such form as the Debtors and Purchasers may agree; provided that such amendment, waiver, consent, or modification does not materially modify, in a manner adverse to the Debtors' estate, the terms of the Asset Purchase Agreement.

40. This Court retains jurisdiction and power to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order, the Sale Transaction, and the Asset Purchase Agreement, all amendments thereto and any waivers and consents thereunder, and

each of the agreements executed in connection therewith and the transactions contemplated thereby, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transaction.

END OF ORDER # #

EXHIBIT 1

Asset Purchase Agreement

EXHIBIT 2

Promissory Note

(*On file with the Parties*)