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

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

ORDER GRANTING DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE RETENTION AND EMPLOYMENT OF THE SALE AGENTS PURSUANT TO THE SALE AGENT AGREEMENT; (II) AUTHORIZING THE SALE OF CERTAIN ASSETS FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS; AND (III) GRANTING RELATED RELIEF

Upon the emergency motion (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (these "Chapter 11 Cases"), for entry of an order pursuant to sections 327(a), 328(a), and 1107(a) of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), (i) authorizing the Debtors to enter into the disposition agreement (as amended, supplemented, or modified from time to time and including all exhibits, schedules, and appendixes thereto, the "Sale Agent Agreement"), dated as of March 26, 2026, by and between Onyx Asset Advisors, LLC, and Rabin Worldwide, Inc. (collectively, the "Sale Agents"), on the one hand, and John Baumgartner, solely in his capacity as Chief Restructuring Officer, on the other hand, attached hereto as Exhibit 1, (ii) authorizing the Sale by the Sale Agents (acting on behalf of the Debtors) of the Assets free and clear of any liens, claims, interests, and encumbrances (effective upon the sale thereof), and (iii) granting related relief; and upon the accompanying Sale Agent Declarations; and the Court being satisfied based

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

[2] Capitalized terms used but not defined in this Order have the meaning given such terms in the Motion.

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on the representations made in the Motion and the Sale Agent Declarations that the Sale Agents do not hold or represent an interest adverse to the Debtors' estates, that the Sale Agents are "disinterested persons" as that term is defined under sections 101(14) and 1107(b) of the Bankruptcy Code; and the Court finding that (a) it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), and (c) notice of the Motion was due and proper under the circumstances; and after due deliberation, and finding good and sufficient cause appearing therefore,

IT IS HEREBY FOUND AND DETERMINED THAT:

1. As demonstrated by evidence adduced at and prior to the Hearing and the representations of counsel made on the record at the Hearing, the Debtors' entry into the Sale Agent Agreement and retention of the Sale Agents represent a sound exercise of the Debtors' business judgment under the circumstances. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for entry into the Sale Agent Agreement pursuant to section 363(b) of the Bankruptcy Code. Approval of the Sale Agent Agreement is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The Sale Agent Agreement was negotiated, proposed, and entered into by the Debtors and the Sale Agents without collusion, in good faith, and from arm's-length bargaining positions. The Sale Agents are not an "insider" of the Debtors, as that term is defined in Section 101 of the Bankruptcy Code. Upon entry of this Order, the Debtors shall have full authority to consummate and perform under, and pursuant to, the terms and conditions of the Sale Agent Agreement.

2. Any and all Sales of the Assets listed on Schedule A to the Sale Agent Agreement or otherwise located at the Facilities and not expressly conveyed in connection with any sale(s) pursuant to the Sale Procedures will be a legal, valid, and effective transfer of the Assets to the

buyer(s) of the Assets and, upon the sale thereof, will vest the buyers with all right, title, and interest of the Debtors to the Assets free and clear of all liens, claims, encumbrances, and other interests of any kind and every kind whatsoever; provided that all liens, claims, encumbrances and interests of which the Assets are sold free and clear shall, after payment of the Sale Agents' fees and expenses, automatically attach to all proceeds of the applicable sale for the benefit of existing lienholders, if any, in order of priority of such liens, claims, encumbrances, and interests, with the same validity, force, and effect which they had against the applicable Assets prior to the Sale(s). The Sale Agents and the Debtors may sell the Assets free and clear of all such liens, claims, encumbrances, and interests because, in each case, one or more of the standards set forth in section 363(f)(1) through (5) of the Bankruptcy Code have been satisfied. For the avoidance of doubt, any assets of the Debtors located at the Facilities that are not expressly conveyed through any sale(s) pursuant to the Sale Procedures are the property of the Debtors that can be sold by the Sale Agents pursuant to the Sale Agent Agreement. Any assets of the Debtors at the Facilities shall be deemed trade fixtures.

3. The Sale Agent Agreement is a valid and binding contract between the Debtors and the Sale Agents, which is and shall be immediately enforceable upon entry of this Order according to its terms and provisions.

IT IS HEREBY ORDERED THAT:

4. The Motion is GRANTED, as set forth herein.

5. Any objections to the Motion or to the entry of this Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby DENIED and OVERRULED.

6. The Sale Agent Agreement, including all of its terms and conditions, and sales of the Assets as contemplated therein, are approved in all respects pursuant to sections 327(a), 328(a), and 363 of the Bankruptcy Code. The Debtors and the Sale Agents are authorized, without further order of the Court, to take all steps they deem necessary or appropriate to sell the Assets in accordance with the Sale Agent Agreement on the Debtors' behalf, as well as to perform any and all other duties and obligations contemplated by the Sale Agent Agreement.

7. Pursuant to section 363 of the Bankruptcy Code, the Debtors are authorized, without further order of the Court, to employ and retain the Sale Agents on the terms and provisions set forth in the Sale Agent Agreement, effective as of the date thereof (*i.e.*, March 26, 2026), and to execute, deliver, and perform under, consummate, and implement the Sale Agent Agreement together with any additional instruments and documents that may be reasonably necessary or desirable to implement the transaction contemplated by the Sale Agent Agreement.

8. The Sale Agents shall perform all of their obligations, including, without limitation, marketing and selling the Assets on the Debtors' behalf, pursuant to the Sale Agent Agreement, and shall be compensated in accordance with the terms and provisions of the Sale Agent Agreement. The Sale Agents shall be permitted and hold power of attorney from the Debtors to sign any title, release, or other similar instrument to transfer ownership to a purchaser of any Assets free and clear of liens, claims, interests, and encumbrances.

9. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Assets shall be sold, pursuant to the Sale Agent Agreement, free and clear of all liens, claims, encumbrances, and other interests of any kind and every kind whatsoever (effective upon the sale thereof), in accordance with section 363(f) of the Bankruptcy Code; provided that all liens, claims, encumbrances, and interests of which the Assets are sold free and clear pursuant to the Sale Agent

Agreement and this Order shall, after payment of the Sale Agents' fees and expenses, automatically attach to all proceeds of the applicable sale. For the avoidance of doubt, upon the Sale of each Asset, the Sale Agents' fees and expenses shall first be calculated and paid from the proceeds.

10. This Order is and shall be effective as a determination that all liens, claims, encumbrances and interests shall be and are released with respect to the Assets as of the closing of any sale of Assets. The provisions of this Order authorizing the sale and assignment of the Assets free and clear of all liens, claims, encumbrances and interests, subject to the terms and provisions hereof, shall be self-executing upon the sale of any Assets.

11. Notwithstanding the failure of the Debtors, the Sale Agents, 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 on or against the Assets, if any, shall be deemed released, discharged and terminated as of the closing of any sale of Assets. This Order shall be the sole and sufficient evidence of authority to transfer title to any particular purchaser of the Assets, and the transactions consummated pursuant to this Order shall be binding upon and shall govern the acts of all persons and entities 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, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Order, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials, and each of such persons and entities is hereby directed to accept this Order as sole and sufficient evidence of such transfer of title and shall rely upon this Order in consummating the transaction.

12. The Sale Agent Agreement may be amended by (i) the Debtors and (ii) the Sale Agents in a writing signed by both parties without further order of the Court; *provided* that no such amendment may affect the economic consideration granted to the Sale Agents without the consent of the DIP Lender and the Committee. The Debtors will file a notice on the Court's docket setting forth any such foregoing modifications or amendments (if any).

13. Neither the Debtors nor the Sale Agents shall be required to file a separate motion or seek Court approval for any sale or other disposition of the Assets, which sale or other disposition shall be authorized to be sold pursuant to the terms set forth in the Sale Agent Agreement, any amendment thereof, and this Order. The Debtors shall not be required to file a separate motion or to seek Court approval to pay or reimburse the Sale Agents in accordance with and for any purposes under the Sale Agent Agreement, and the Sale Agents shall not be required to file a separate motion or to seek Court approval to be paid any fee or reimbursed any expense from proceeds in accordance with and for any purposes under the Sale Agent Agreement.

14. The Sale Agents shall not be required to maintain time records or to file interim or final fee applications with the Court. Upon the conclusion of the term of the Sale Agent Agreement or at such earlier time following the Sale Agents' completion of the sale process for the Assets, the Sale Agents shall prepare, and the Debtors shall file, a report (the "Final Report") with the Court that identifies (i) the Assets sold pursuant to the terms set forth in the Sale Agent Agreement, (ii) the sale prices for the Assets, and (iii) the commission, fees, and reimbursement of expenses deducted by the Sale Agents with respect to each transaction (or in the aggregate with respect to expenses if not directly incurred to sell an Asset). Notwithstanding anything to the contrary herein, the Final Report shall be subject to review by the Court, and the rights of the Committee, any party in interest, and the U.S. Trustee to object to the Final Report are reserved. For the avoidance of

doubt, the Final Report need only describe the information contained in this paragraph, and the Sale Agents shall not be required to file interim reports or to keep time records of hours spent performing the services set forth in the Sale Agent Agreement.

15. The Sale Agents shall provide weekly updates to the Debtors, which the Debtors shall distribute to the DIP Lender and the Committee within one business day of receipt of such weekly update. The weekly update shall include (i) the items that will be included in the Final Report, (ii) all material developments in connection with the efforts of the Debtors and the Sale Agents to make Sales, and (iii) any information as may otherwise be reasonably requested by the DIP Lender, the Committee or its advisors.

16. The DIP Lender consents to this order and thus sums required to effectuate the sale (i.e., the Expense Cap and the Cleanout Expenses), are deemed both funded and approved by the DIP Lender, even if reimbursed directly from sales proceeds.

17. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the transactions authorized herein, including the Sale Agent Agreement and the Sale Agents' sale authorized therein.

18. The failure to include specifically any particular provision of the Sale Agent Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court that the Sale Agent Agreement be authorized and approved in its entirety.

19. Notwithstanding anything contained in the Motion or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order) is intended as or shall be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against the Debtors under the

Bankruptcy Code or other applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Order or the Motion or any order granting the relief requested by the Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. Any payment made pursuant to this Order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute such claim.

20. Except as specifically stated, to the extent of any inconsistency between the provisions of this Order and the Sale Agent Agreement, the provisions contained in the Order shall govern.

21. Notice of the Motion as provided therein shall be deemed good and sufficient notice of the Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

22. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

23. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

SIGNED: _____, 2026

CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE