UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

STIPULATION AND ORDER AMONG THE DEBTORS, TRANSFORM AMP, LLC, CYPRESS BATTERY, INC., AND SECOND MACHINE, LLC REGARDING ASSET SALES

This stipulation and order (the "**Stipulation**") is made among the above-captioned debtors and debtors in possession (the "**Debtors**"), Transform AMP, LLC ("**Transform**"), Cypress Battery, Inc. ("**Cypress**"), and Second Machine, LLC ("**Second Machine**") (collectively, Transform, Cypress, and Second Machine are the "**Parties**").

RECITALS

WHEREAS, Transform, Twelve Bridge Capital, LLC (the "**DIP Lender**"), and the Debtors negotiated and prepared an *Asset Purchase Agreement* (the "**APA**") which sold all of Ample's Intellectual Property[2] to Transform under the Court's order dated April 21, 2026 as Docket No. 249 (the "**Sale Order**").

WHEREAS, the Debtors also sold certain tangible property (the "**Sale Agents Assets**") to Second Machine under the Court's order dated April 23, 2026 as Docket No. 253 (the "**Sale Agents Order**").

WHEREAS, Second Machine subsequently sold certain of the Sale Agents Assets to Cypress (the "**Cypress Sale**").

WHEREAS, there is a good faith dispute among the Parties as to the ownership of certain assets conveyed via the Sale Order, Sale Agents Order and Cypress Sale. Cypress, Second Machine, and Transform have been working cooperatively and in good faith to resolve these issues, and the Parties now seek entry of this Stipulation to resolve, clearly and definitively, all claims relating to ownership of such assets and any associated Intellectual Property.

[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases") and the last four digits of each Debtor's taxpayer identification number are: Ample, Inc. (4015) and Ample Texas EV, LLC (6832).
[2] Intellectual Property is defined in the APA as attached to the Sale Order as ***Exhibit A***.

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ACCORDINGLY, THE PARTIES HEREBY STIPULATE AND AGREE AS FOLLOWS:

1. Pursuant to the Sale Agents Order and the Cypress Sale, Cypress acquired certain assets (the "**Cypress Assets**") from Second Machine, comprising (i) the assets listed on Exhibit A to the Notice of Filing of Sale Agents' Final Report filed June 3, 2026 at Docket No. 283 in the Chapter 11 Cases, and (ii) any other assets of the Debtors located at the Debtors' former facility at 91-99 Park Lane, Brisbane, CA (the "**Brisbane Facility**") as of May 6, 2026; provided that the Cypress Assets do not include (i) any of the Tangible Assets (as defined below) or (ii) any Intellectual Property.

2. Transform is authorized to pick up (the "**Asset Collection**"), at its sole cost and expense, the assets listed in the attached **Schedule 1** from the Brisbane Facility on or before October 9, 2026 at 11:59 p.m. Cypress shall provide Transform with access to the Brisbane Facility from October 7 through October 9, 2026 for purposes of the Asset Collection. The Parties shall cooperate in the Asset Collection and the imaging and reset of certain items as set forth below. Schedule 1 contains only assets in Cypress's possession as of the date of execution of this Stipulation. The Parties acknowledge that Cypress has already transferred possession of additional Tangible Assets to Transform as of execution of this Stipulation, which, along with the assets listed in Schedule 1, shall be referred to herein as the "**Tangible Assets**".

3. The Parties agree that Transform owns the Tangible Assets, and the Parties shall not interfere with Transform's Tangible Assets before the earlier of (a) the completion of the Asset Collection, and (b) the deadline for Transform to exercise its rights to conduct the Asset Collection.

4. Any of Cypress's alleged ownership interest in the Tangible Assets, to the extent any existed, is deemed transferred to Transform upon execution of this Stipulation.

5. For the items listed on **Schedule 2** (the "**Devices**"), Cypress shall at any time on or prior to October 30, 2026 at 11:59 p.m., and at its sole cost and expense, using either the manufacturer of the Devices or a vendor of Cypress's selection, image or otherwise make a copy of the information, which may include the Intellectual Property, contained in the Devices (the "**Device Imaging**").

6. The Intellectual Property resident on the Devices was conveyed to Transform under the Sale Order and remains the property of Transform irrespective of ownership of the Devices themselves, subject to the provisions of Paragraph 10 hereof.

7. After the information contained in the Devices is imaged or otherwise copied, Cypress shall, on or prior to October 30, 2026 at 11:59 p.m., at its sole cost and expense and using either the manufacturer of the Devices or a vendor of Cypress's selection: (i) reset the Devices to OEM/original state or a similar state without the Intellectual Property; or (ii) delete the information that may contain

the Intellectual Property in accordance with NIST Special Publication 800-88 Rev. 2 or a comparable industry standard (the "**IP Wipe Procedures**").

8. Cypress or its vendor shall promptly deliver to Transform all necessary documentation of both the results of the Device Imaging, and to verify that the IP Wipe Procedures have been duly performed on each Device.

9. Cypress has not and shall not erase, alter, or otherwise dispose of either the Intellectual Property or the Tangible Assets before the earlier of (a) the completion of the Asset Collection, Device Imaging and IP Wipe Procedures, and (b) the applicable deadline for Transform to exercise its rights to conduct the Asset Collection, Device Imaging and IP Wipe Procedures.

10. Transform agrees that, upon the completion of the Asset Collection, Device Imaging and IP Wipe Procedures, (i) Cypress is deemed to no longer be in possession of any Intellectual Property owned by Transform, and (ii) the Cypress Assets are deemed not to contain any Intellectual Property.

11. Cypress stipulates that, to the best of its knowledge, it has not copied, used, transferred, or exploited Transform's assets—specifically including the Tangible Assets, the Intellectual Property, or other assets conveyed by the Sale Order—unless otherwise agreed in writing between the Parties. Further, Cypress shall not directly or indirectly, and shall not permit or enable any third party to, sell, copy, use, transfer, or exploit the Intellectual Property—unless otherwise agreed in writing between the Parties; provided that, upon the earlier of (a) the completion of the IP Wipe Procedures, and (b) the applicable deadline for Transform to exercise its rights to conduct the IP Wipe Procedures, any sale, access, transfer or other disposition of the Cypress Assets shall not constitute or be deemed to constitute any sale, copy, use, transfer, access, or disposition of the Intellectual Property for purposes of this paragraph 11.

12. Good faith is required of the Parties in the performance of this Stipulation and the Parties shall cooperate in good faith.

13. Transform, Cypress, and Second Machine, each on behalf of themselves and their members, managers, officers, directors, employees, agents, predecessors, successors, assigns, and all persons claiming by, through, or under any of them, hereby release and discharge each other, along with their members, managers, officers, directors, employees, agents, predecessors, successors, and assigns (from any and all claims, demands, actions, causes of action, suits, debts, liabilities, damages, losses, costs, and expenses of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, matured or unmatured, fixed or contingent, in law or in equity, that they have had, now

have, or hereafter may have against each other that are deemed to have accrued as of the date of execution of this Stipulation (the "**Release**"). Transform, Cypress, and Second Machine understand and waive the effect of section 1542 of the California Civil Code, which provides:

> §1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

14. For the avoidance of doubt, the Release does not release, waive, discharge or otherwise affect: (i) any claim arising from any act or omission occurring on or after the date of this Stipulation; or (ii) any claim against the Debtors, or any party other than those identified in Paragraph 13 above.

15. Transform, Cypress, and Second Machine, each on behalf of themselves and their members, managers, officers, directors, employees, agents, predecessors, successors, assigns, and all persons claiming by, through, or under any of them, hereby covenant that none of them will, at any time in the future, bring, commence, institute, maintain, prosecute, or voluntarily aid any claim, action, suit, arbitration, or other proceeding of any kind against the other in any court, tribunal, or other forum, based upon or arising out of any cause of action covered by Paragraph 13 above. This covenant not to sue is absolute and unconditional and shall survive the termination or expiration of this Stipulation.

16. The Court retains jurisdiction over the parties hereto and all aspects of the interpretation or enforcement of this Stipulation.

17. This Stipulation may be signed electronically and in counterparts, with the same force and effect as if the signatures of all Parties were affixed to a single version of the document.

IT IS SO ORDERED.

STIPULATED AND AGREED TO BY:

PILLSBURY WINTHROP SHAW PITTMAN LLP Hugh M. Ray, III (TX Bar No. 24004246) hugh.ray@pillsburylaw.com 609 Main, Suite 2000 Houston, TX 77002 Tel: (713) 276-7600 Fax: (713) 276-7673 *Attorneys for the Debtors*	**TRANSFORM AMP, LLC** *By:* Raed Masri (Oct 1, 2026 23:55:44 GMT+4) *Name:* Raed Masri *Its:* Manager
SECOND MACHINE, LLC *By:*_____ *Name:*_____ *Its:*_____	**CYPRESS BATTERY, INC.** *By:*_____ *Name:*_____ *Its:*_____

Docusign Envelope ID: A1B01C9B-C24B-8231-821D-42218231D9A0

STIPULATED AND AGREED TO BY:

PILLSBURY WINTHROP SHAW PITTMAN LLP _____ Hugh M. Ray, III (TX Bar No. 24004246) hugh.ray@pillsburylaw.com 609 Main, Suite 2000 Houston, TX 77002 Tel: (713) 276-7600 Fax: (713) 276-7673 *Attorneys for the Debtors*	**TRANSFORM AMP, LLC** *By:* _____ *Name:* _____ *Its:* _____
SECOND MACHINE, LLC *By:* Signed by: David Solomon *Name:* David Solomon *Its:* CEO	**CYPRESS BATTERY, INC.** *By:* Signed by: Arthur Esswein *Name:* Arthur Esswein *Its:* CEO

SCHEDULE 1

Devices
Two desktop computers, a tablet, and a Macbook laptop, as shown in **Exhibit A***
USB drives
Ample-designed HIL/SIL test computers and Ample-designed HIL/SIL test circuitry boards installed in the battery pack line, as shown in **Exhibit B**
Embedded development boards (BMS dev kits, plate controller dev kits), as shown in **Exhibit C**
Engineering workstations (CAD, PCB design, firmware development), as shown in **Exhibit C**
Test station computers and HMIs, as shown in **Exhibit C**
Battery Modules and Components
Finished V17 battery modules, as shown in **Exhibit D**
Partially assembled battery modules (WIP) where BMS or controller chips are already installed, as shown in **Exhibit E**
Battery module controllers (programmed, separate), as shown in **Exhibit E**
Battery trays (custom enclosures), as shown in **Exhibit E**
BM components on shelves, tables, and the production line (lot), as shown in **Exhibit E**
Ample-designed BM clamp assemblies (mechanical fixtures), as shown in **Exhibit E**
Battery module test fixtures, as shown in **Exhibit D**
BMS Items
Finished BMS units (assembled boards with programmed chips), as shown in **Exhibit E**
Populated BMS boards in inventory (with chips loaded and programmed), as shown in **Exhibit E**
BMS components containing CPU or memory programmed with Ample firmware, calibration tables, or stored coefficients (whether or not embedded in a finished battery), as shown in **Exhibit E**
BMS test fixtures, as shown in **Exhibit C**
Vehicle Plates and Components
Finished Car Plates / adapter plates (with embedded controllers), as shown in **Exhibit F**
Adapter plates within vehicles, and Mobile Rotisserie Platforms containing Adapter Plates, together with the Adapter Plates within them, as shown in **Exhibit G**
Plate rotating support cranes (Ample-specific plate handling tooling) that contain Adapter Plates, as shown in **Exhibit G**
Vehicle plate controllers (programmed, separate), as shown in **Exhibit E**

Car plate components on shelves and tables (lot), as shown in **Exhibit E**
Plate test stations, as shown in **Exhibit C**
Car Plate Test Rig, as shown in **Exhibit H**

* Any tables, racks, or shelves pictured in any of the attached Exhibits remain owned by Cypress and are not to be transferred to Transform under the Stipulation.

EXHIBIT A


ThinkStation
ThinkStation

EXHIBIT B

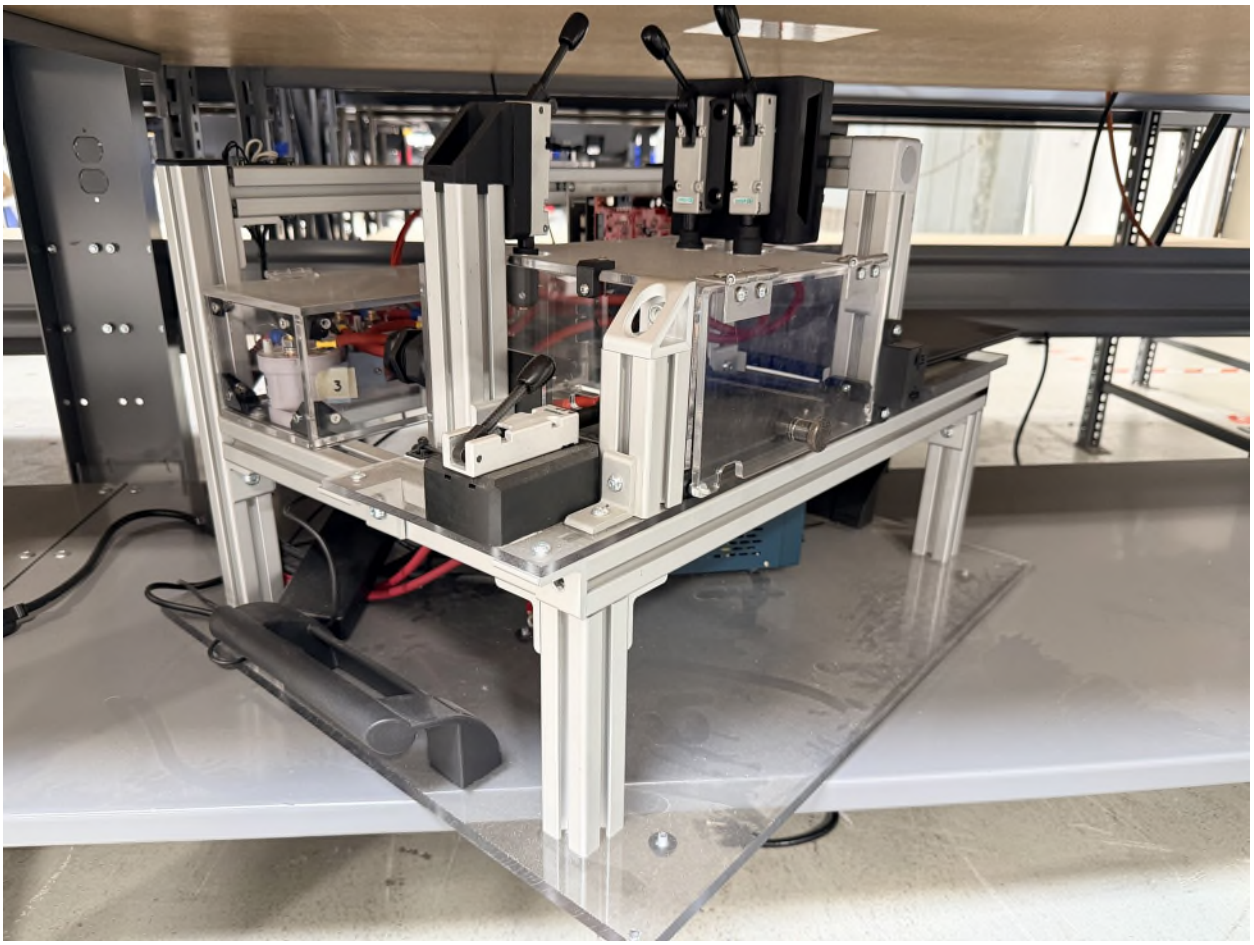

27238-3
33342-2
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Keep Separate
Insulation test
Verification

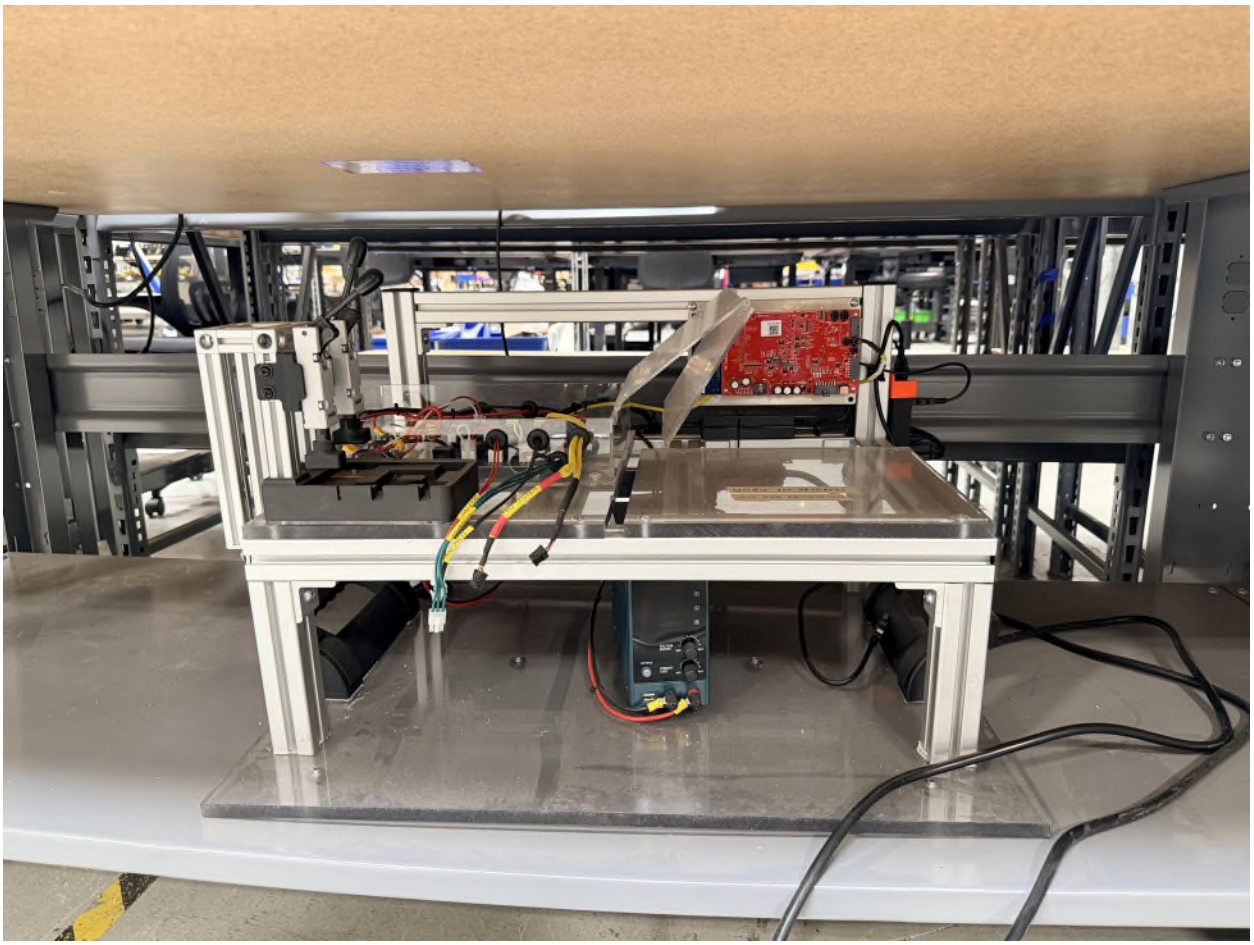
EXHIBIT C


ample

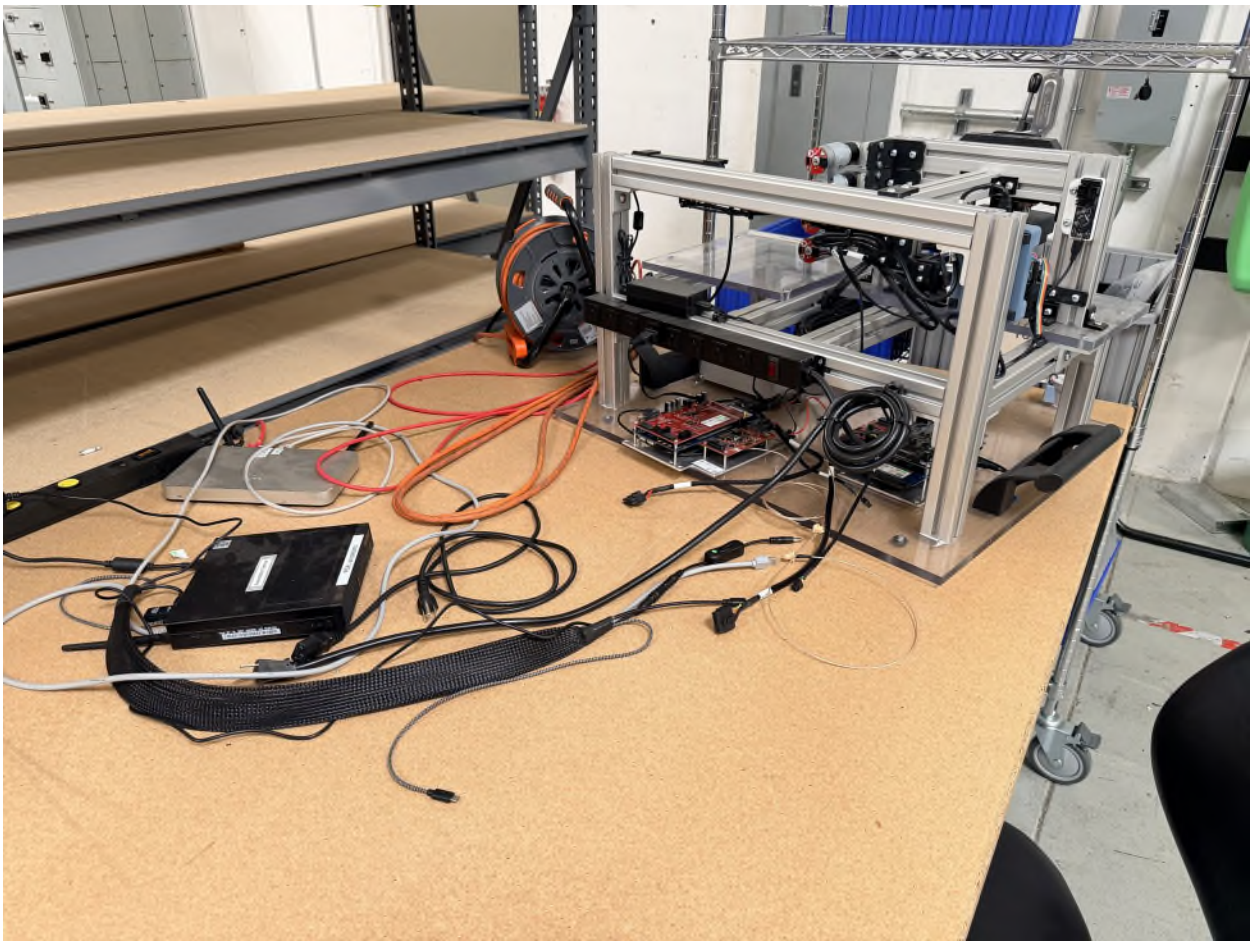


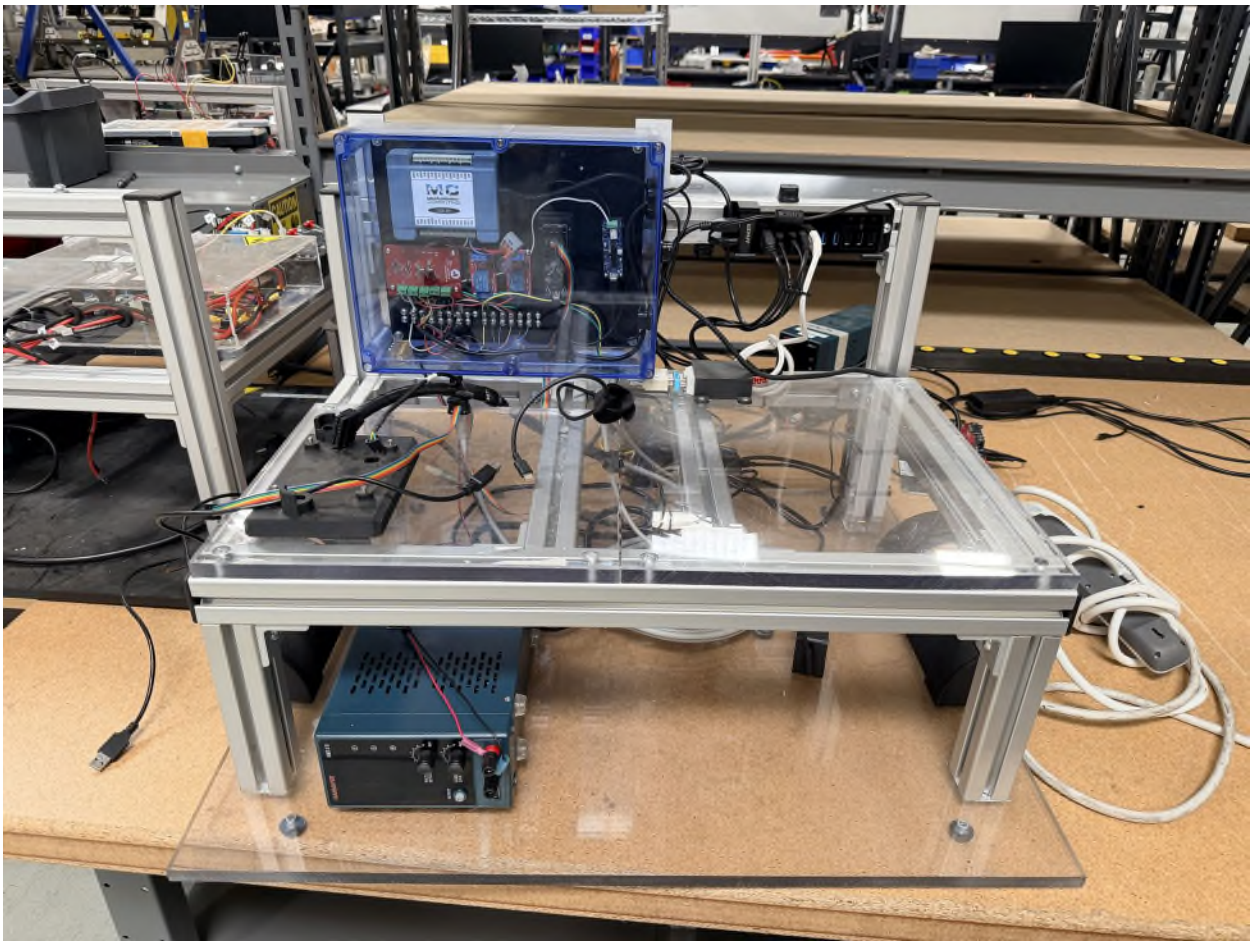

RB

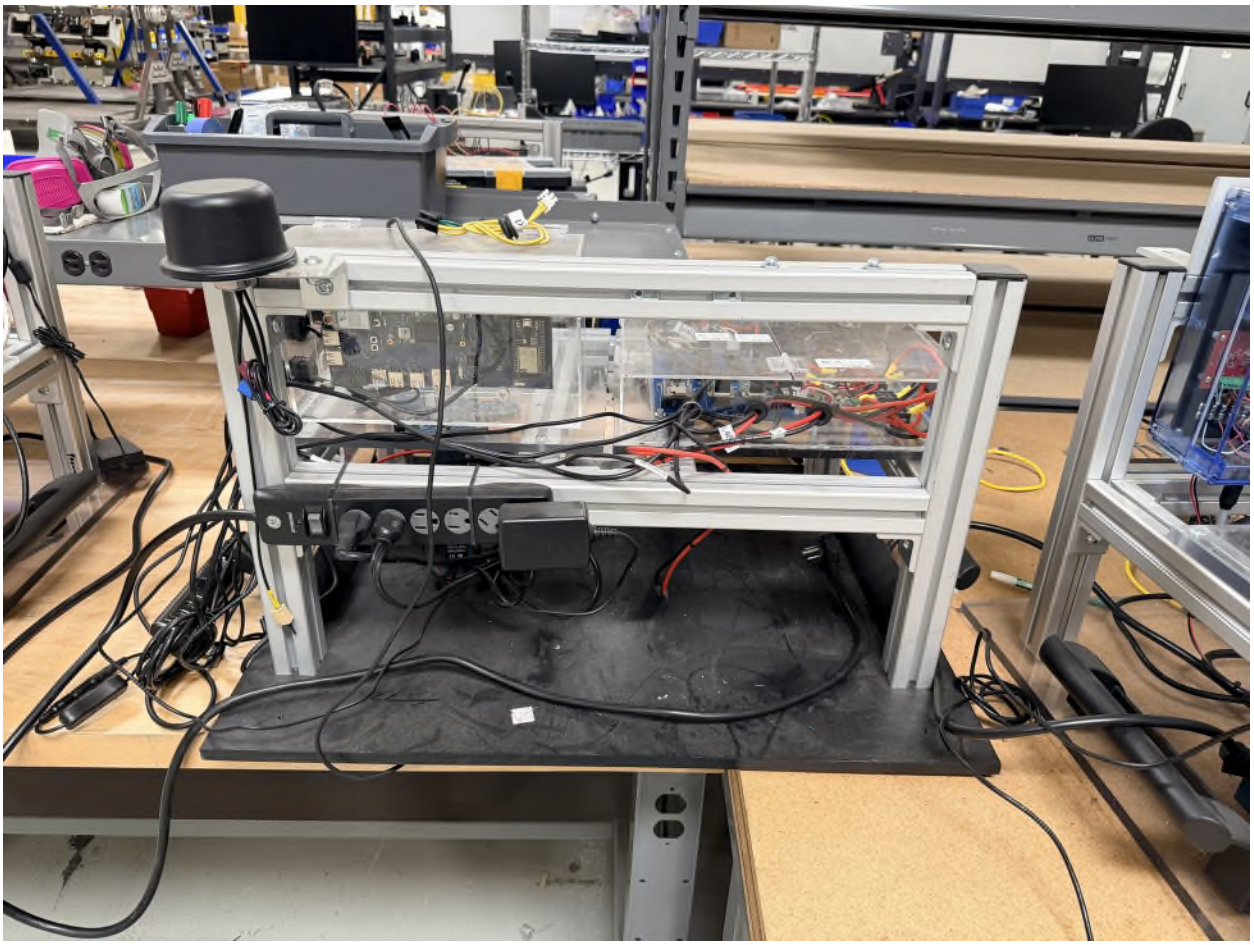


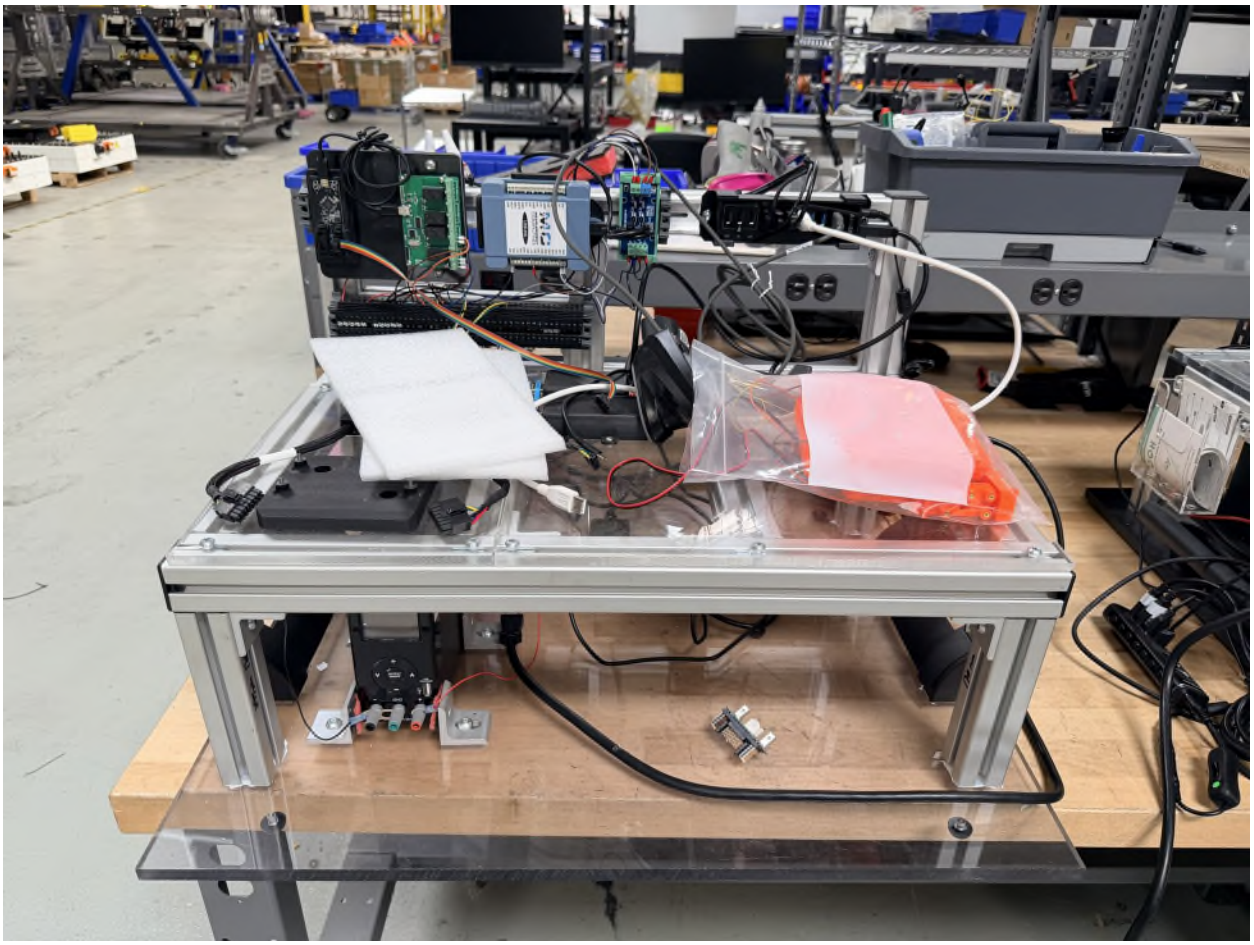


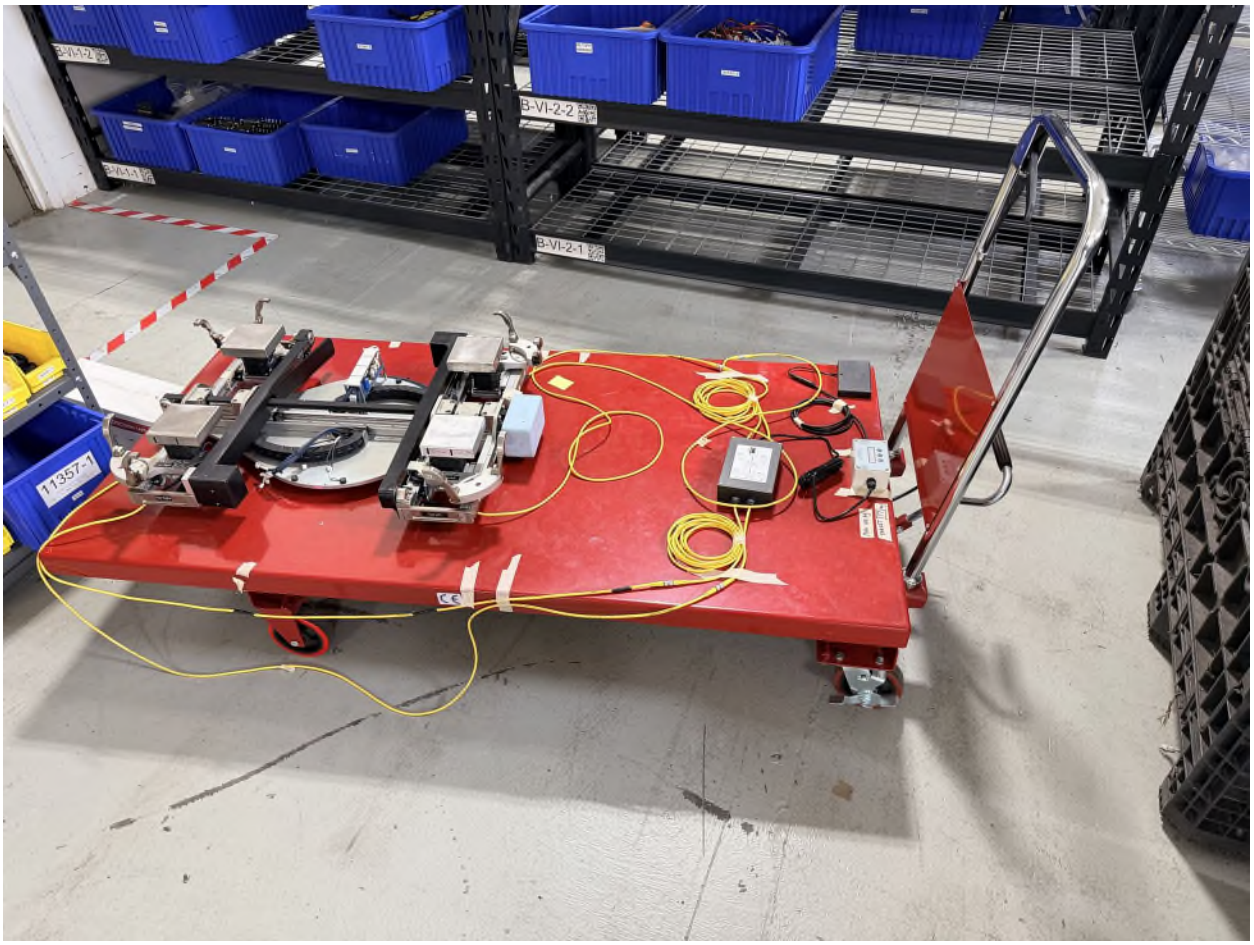


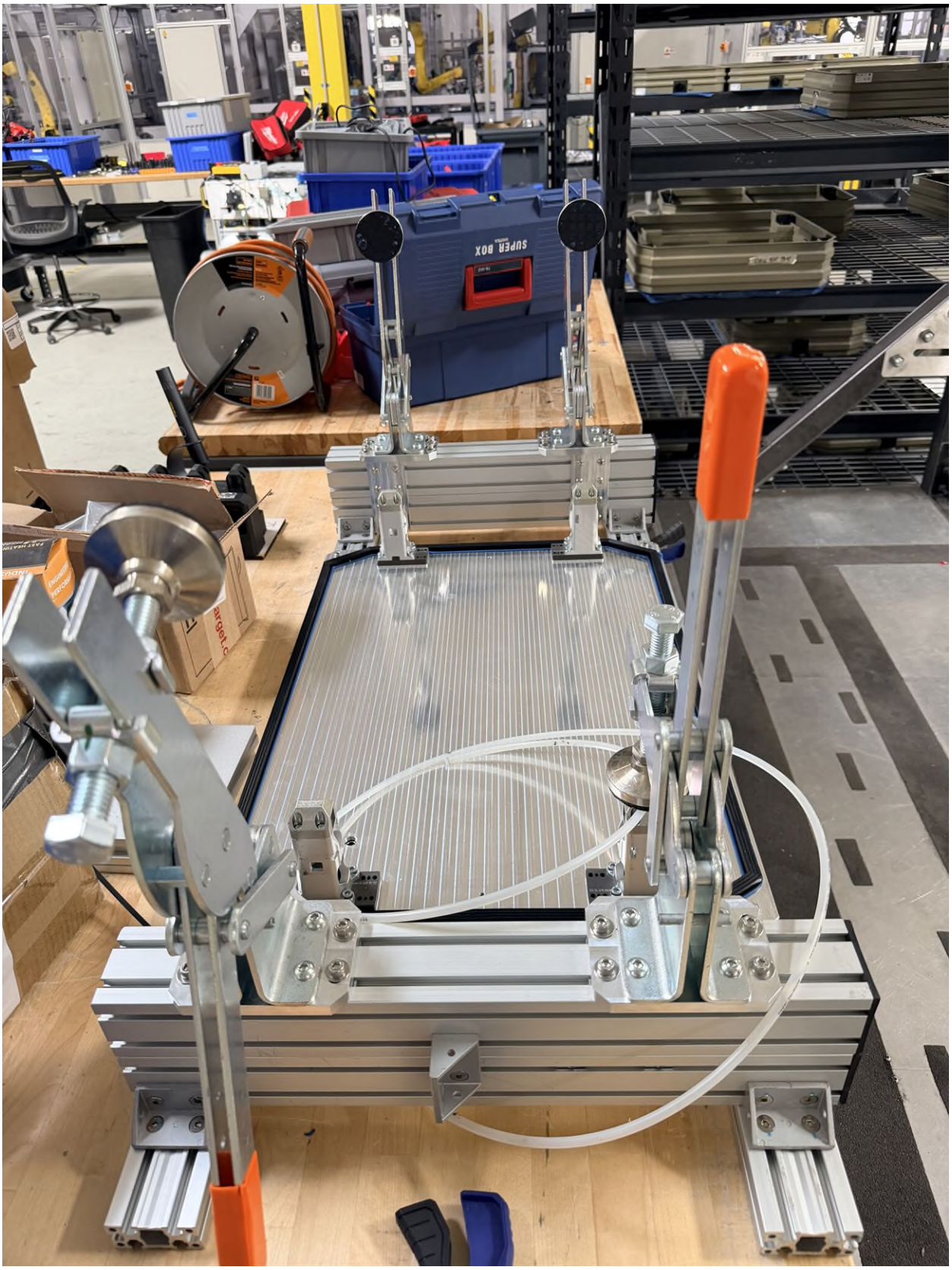


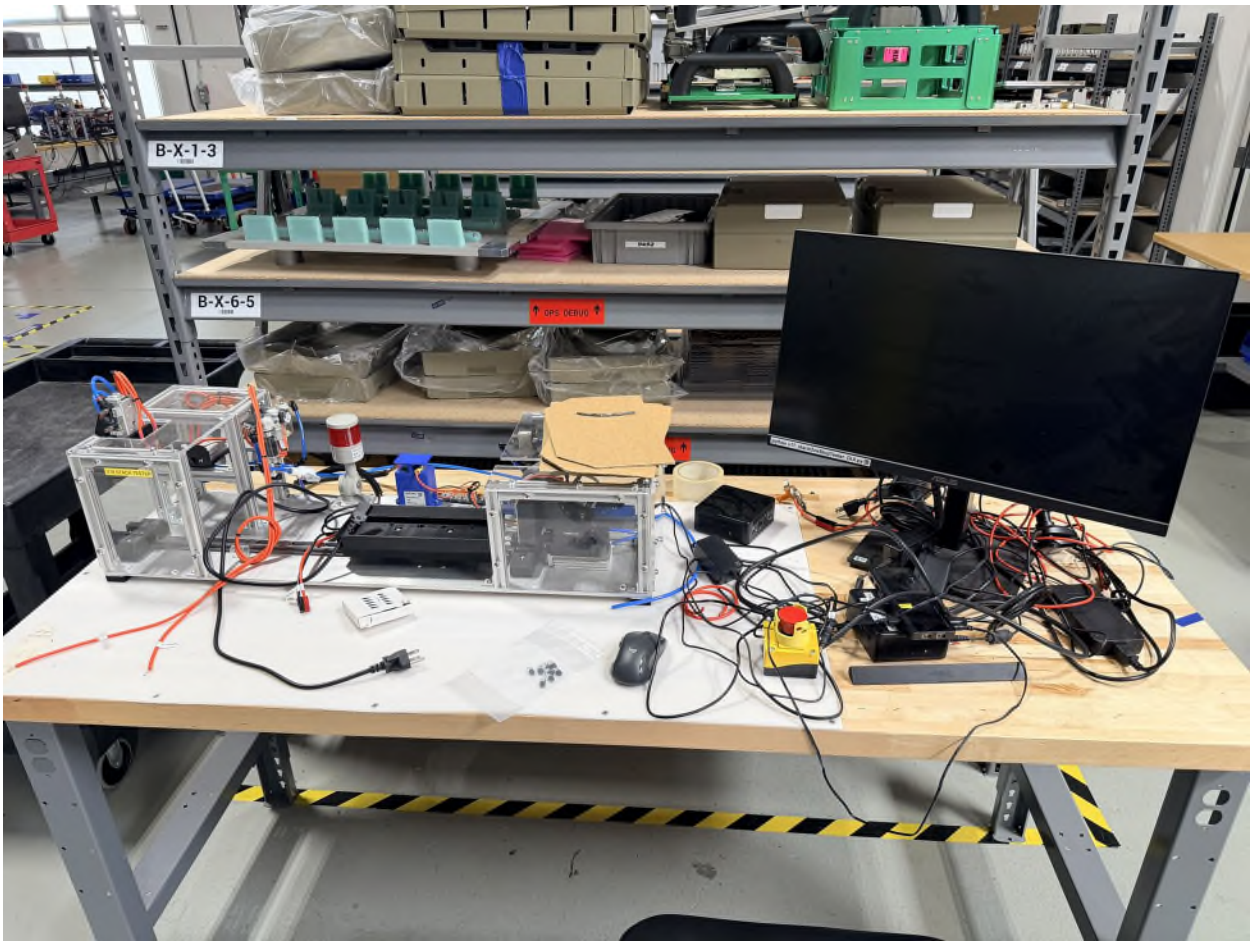







B-VI-2-2
B-VI-2-1
11357-1

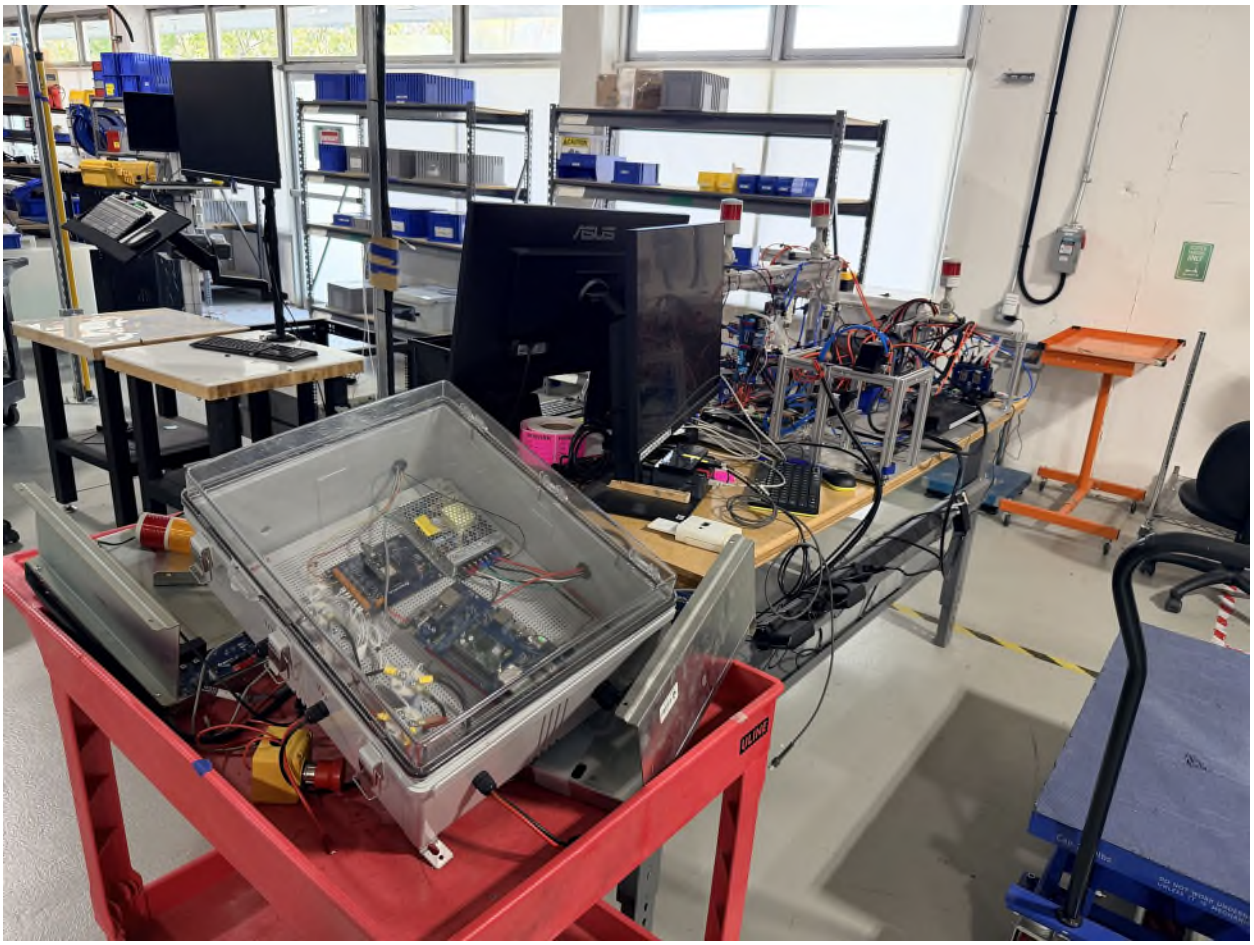

SUPER BOX


B-X-1-3
B-X-6-5


276


31731-1
27238-3
3334


CART 05
ULINE


ASUS


3269

EXHIBIT D

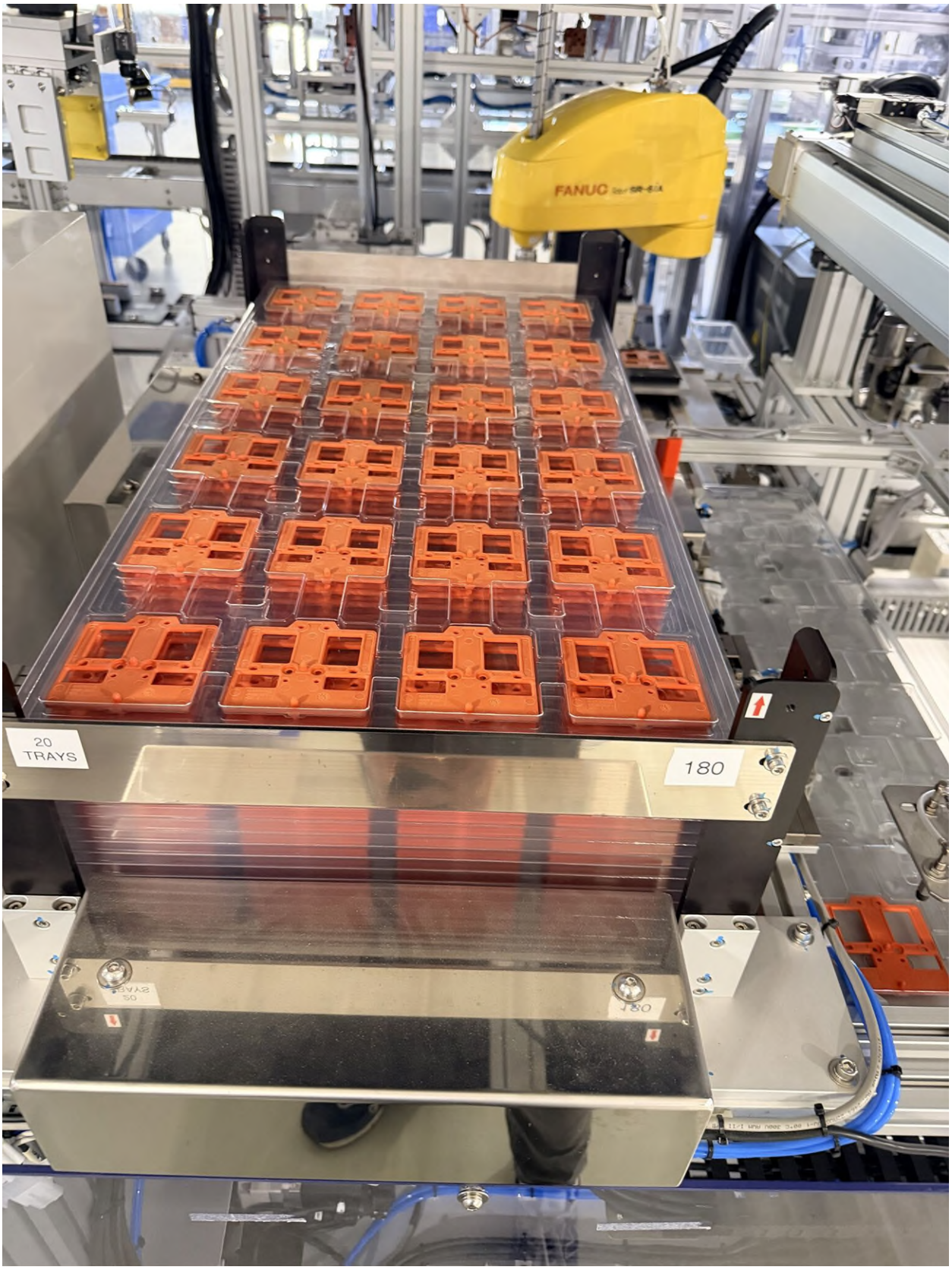





UN3481
13

EXHIBIT E


1
2
3


FANUC
20
TRAYS
180


ULINE


KEEP
AREA
CLEAR


B
Operations Debug
RECEIVING ONLY
124


KIT 3597


TASK 17698
TASK 17699
KIT 3578


KIT 3579
RB
RB
RB
RB


UPS



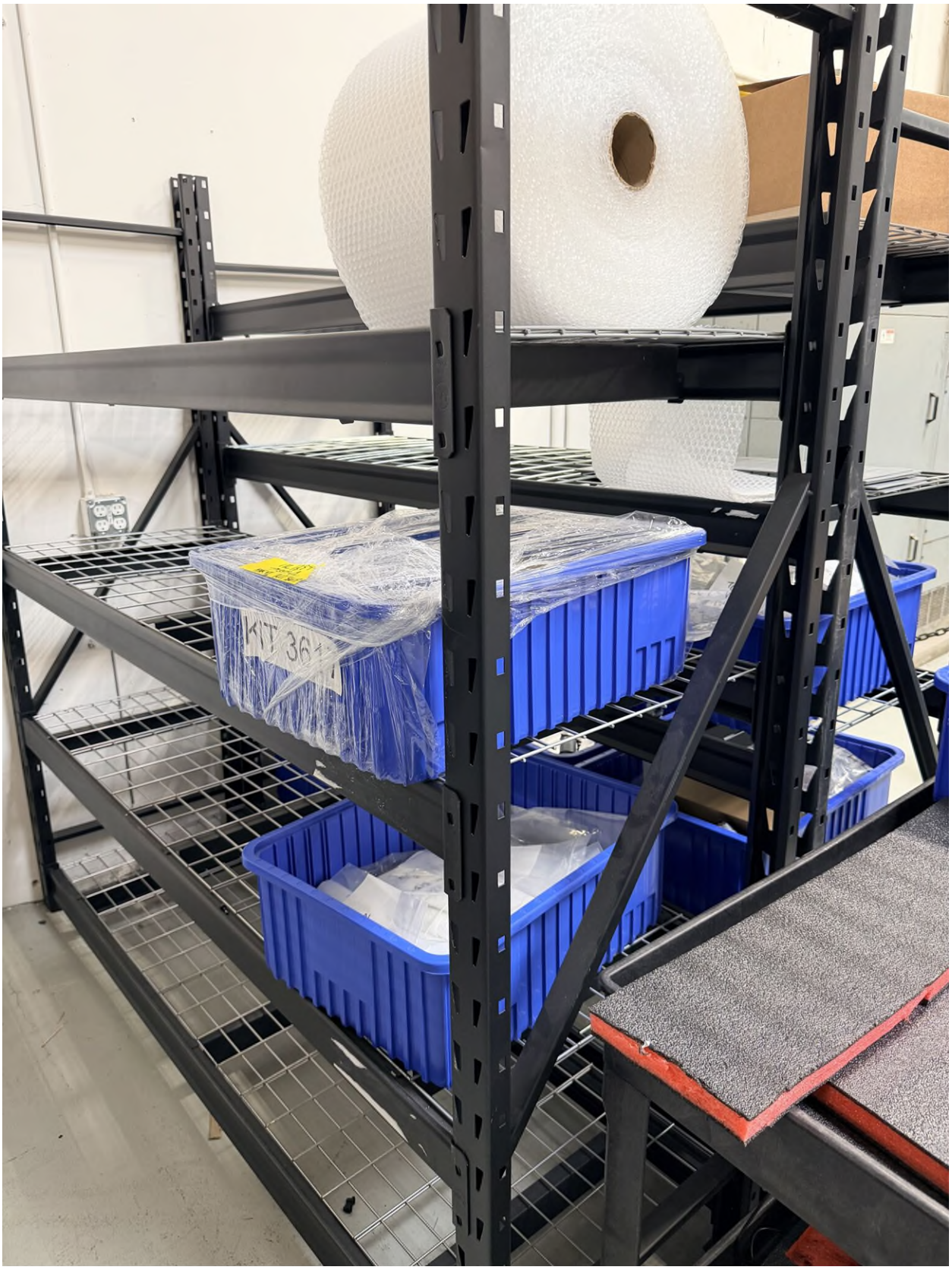

OS1
QUARANTINE
OS1
A1
A2
A3
A4
A5
A6
QUARANTINE
B1
B2
B3
B4
B5
B6
QUARANTINE
C1
C2
C3
C4
C5
C6
OS2
OS2








629
630


KIT 36


VI
SUBASSEMBLY
KIT STAGING


VI SUBASSEMBLY
EXIT


VI SUBASSEMBLY
STORAGE


VI SUBASSEMBLY
STORAGE
SUBASSEMBLY RESTOCK
SUBASSEMBLY RESTOCK
SUBASSEMBLY RESTOCK
SUBASSEMBLY RESTOCK
SUBASSEMBLY RESTOCK
SUBASSEMBLY RESTOCK


VI SUBASSEMBLY
STORAGE
B-VI-1-4
B-VI-2-4
B-VI-1-3
B-VI-2-3
B-VI-1-2
B-VI-2-2
B-VI-1-1
B-VI-2-1


DUMMY BM
DUMMY BM
DUMMY BM
DUMMY BM
DUMMY BM
DUMMY BM
DUMMY BM


DUTRO
DUTRO


FIAT FRONT
FIAT FRONT
FIAT REAR


B-X-6-2




27229-7
CM Ready For Rework
CM Ready For Rework
B-X-6-4
RM DEBUG
RM DEBUG
RM DEBUG




CART 01
Cap. 300kg (660Lbs.)


Mon
Tue
Wed
Thu
Fri
Sat
Sun
13:52
74
9.30
ample


SAFE TO HANDLE





EXHIBIT F



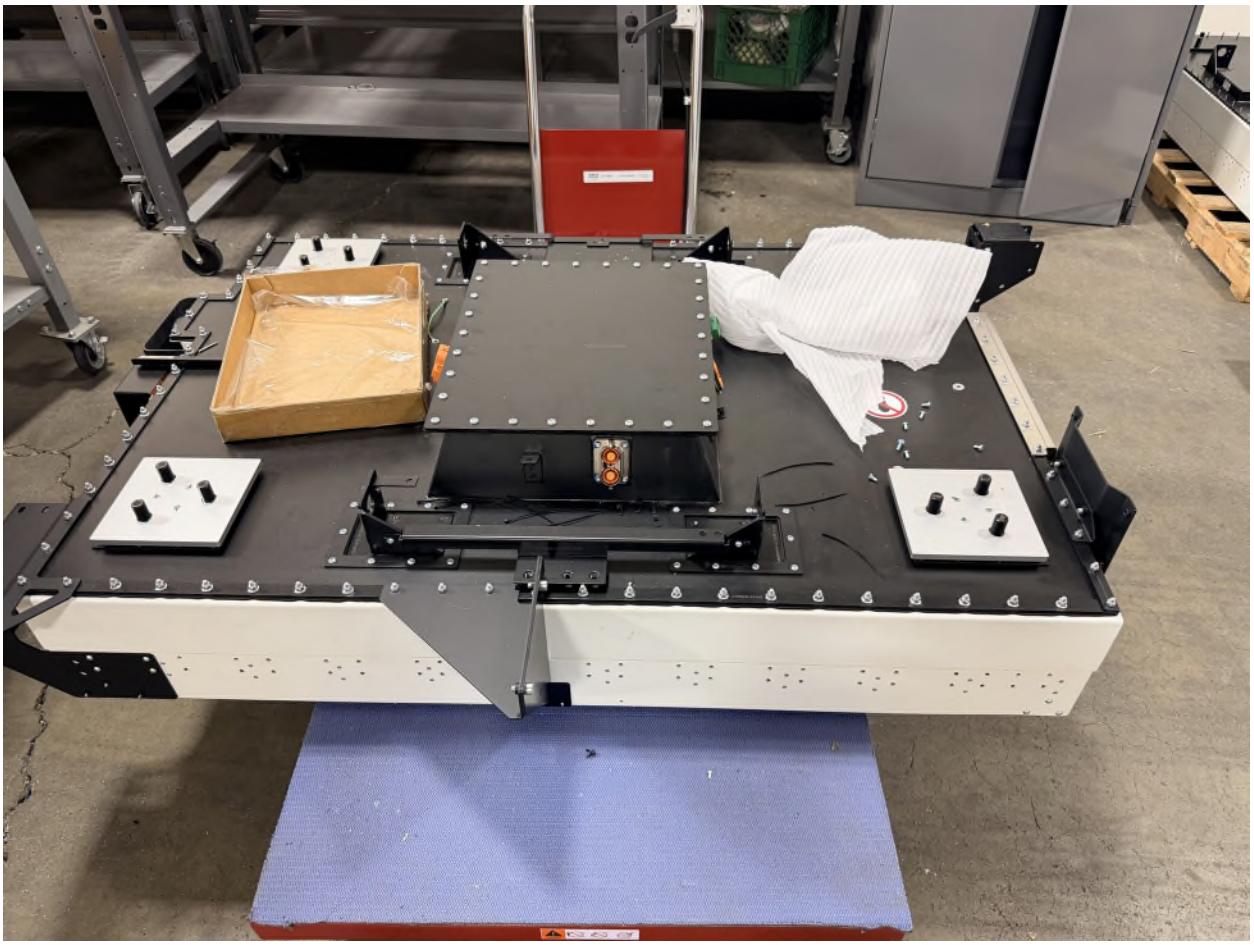





S-XL
PARTS


ample

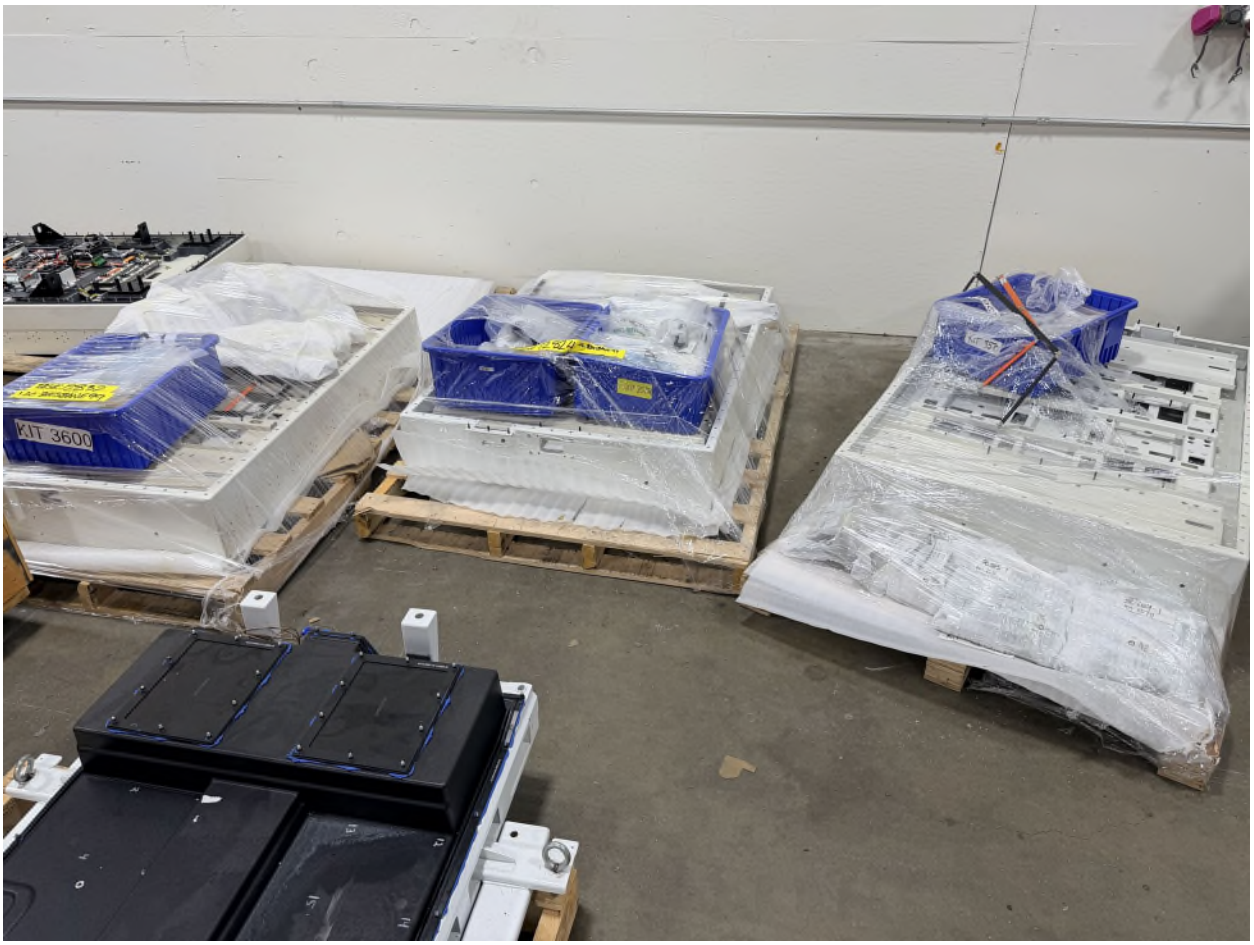





AI-036772-05 QCR 07/25 SN 32






KIT 3600


AMEC-15400-29-393


amiple


AMEC-36586-9-628
2025-07-29
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BATCH
1928


AMEC – 15400 – 32 – 400
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2023

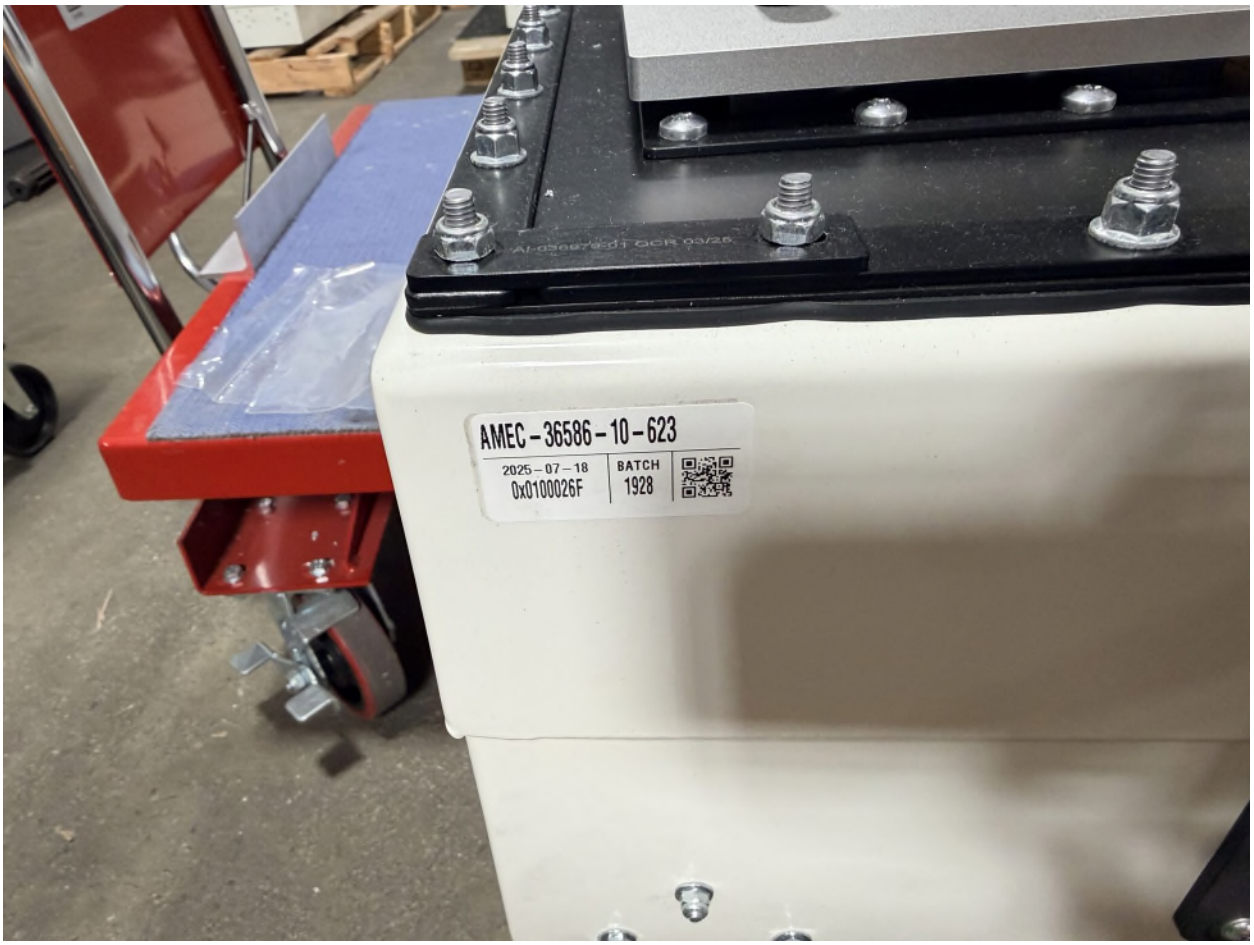

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HEX
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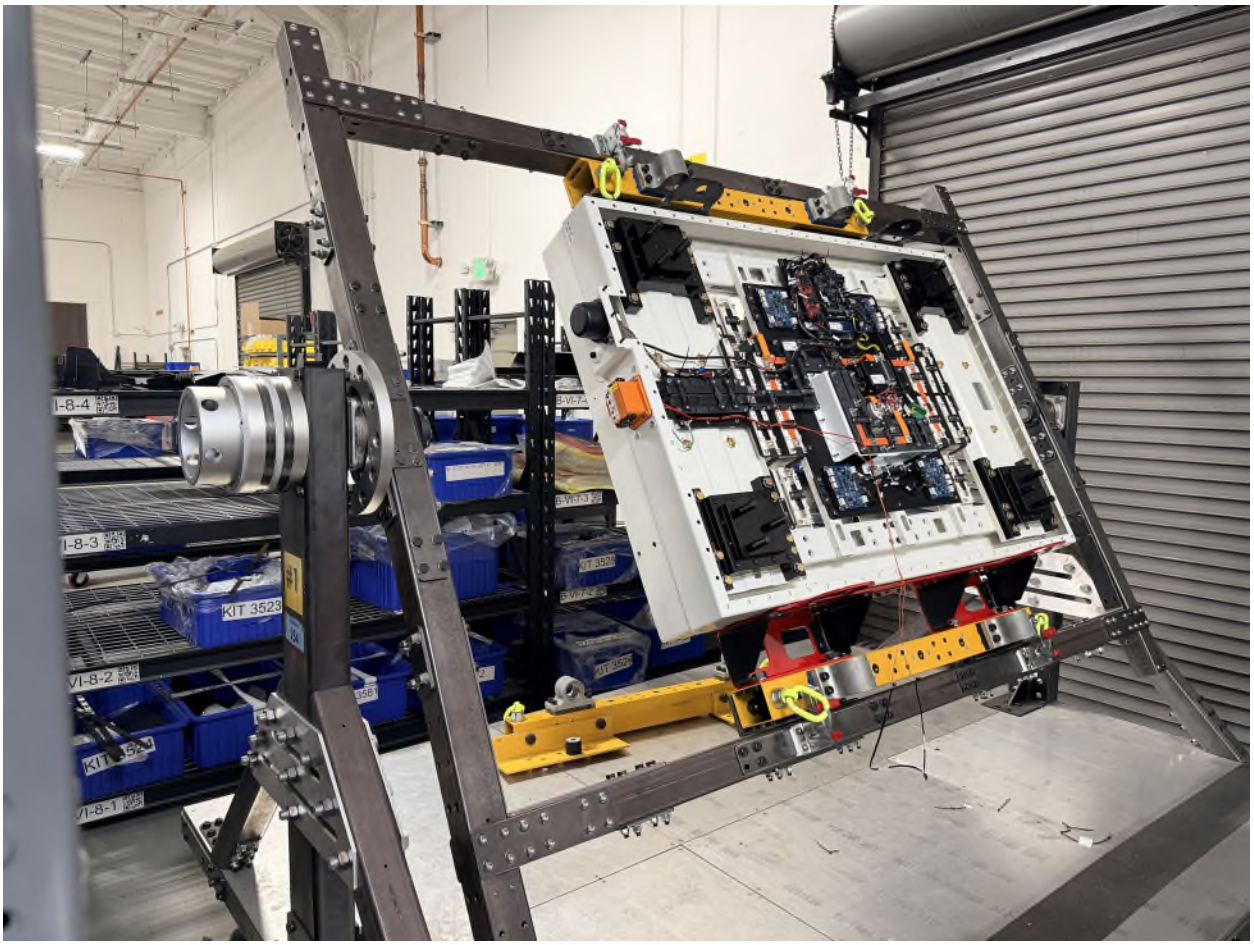

AMEC-31327-7-435
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0x01000183
BATCH
1576



EXHIBIT G


#2
255


#5
#4


KIT 3523


#1
254


#3
256


#6
259

EXHIBIT H


ULINE


DUMMY BM
DUMMY BM


IN USE

SCHEDULE 2
"Devices"

Production line PLCs, HMIs, and controllers — not physically bolted into a Mactech station chassis (sitting in separate control cabinets, panels, or racks)
Mactech-supplied PLCs, HMIs, robot teach pendants, and control panels physically bolted into Mactech station chassis or robot cells
Desktop Computers for running Barcode Scanning Equipment
Network equipment storing Ample configurations
Phones and tablets used for production operations
BM production line control computers, supervisory PCs (non-Mactech-integrated)
V17-specific production line tooling (jigs, fixtures, end-effectors)
Mobile Rotisserie Platforms not containing Adapter Plates
Robotic safety system components physically mounted to FANUC/KUKA chassis
Ample-specific configurations on Mactech-supplied robotic equipment physically integrated into chassis