Docket #0346 Date Filed: 10/13/2026

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)

DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE DUTY DRAWBACK SETTLEMENT AND COOPERATION AGREEMENT BETWEEN THE DEBTORS, TWELVE BRIDGE CAPITAL, LLC AND BLUEWATER BATTERY LOGISTICS, LLC PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019 AND BANKRUPTCY CODE SECTION 363(B) AND (II) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than 5:00 p.m. on October 21, 2026.

If you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

The above-captioned debtors and debtors in possession (collectively, the "Debtors" or "Ample"), joined by Twelve Bridge Capital, LLC, the DIP Lender ("12BC"), hereby seek entry of an order, substantially in the form attached hereto as **Exhibit A**, pursuant to Bankruptcy Rule 9019 and Bankruptcy Code section 363(b), approving the Duty Drawback Settlement and Cooperation Agreement among Ample, Inc., Bluewater Battery Logistics, LLC ("Bluewater"), and 12BC, a copy of which is attached to the proposed order as **Exhibit 1** (this "Duty Drawback Agreement").

In further support of this Motion, the Debtors respectfully state as follows:

[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 Motion 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.

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BASIS FOR EMERGENCY RELIEF

1. The Debtors have nearly exhausted their available funds and require emergency relief so that the Bluewater settlement can be funded. Once funded, Bluewater can provide CITTA with the authority required to submit duty drawback claims, allowing CBP to begin reviewing those claims and enabling the Debtors to capture an estimated $1,000,000 or more in duty drawback recoveries for the benefit of these estates. 12BC and the Official Committee of Unsecured Creditors each support the requested relief on emergency basis.

RELIEF REQUESTED

2. Ample imported assets and paid millions in duties/tariffs and sold the assets to Bluewater prepetition, which exported them. Since the assets were exported, U.S. Customs and Border Protection ("CBP") would allow a refund of duties as a "duty drawback." Either Ample or Bluewater can lay claim to the duty drawback, which could be millions of dollars. But, to have the duty drawback paid to Ample under CBP procedures, Bluewater must consent to Ample's rights. Thus, Ample must compromise with Bluewater over the duty drawback.

3. The proposed compromise pays Bluewater $220,000, and Bluewater consents that Ample can recover the duty drawback and the parties provide customary releases and assurances. Ample seeks approval of the compromise under Bankruptcy Rule 9019 to unlock a substantial benefit to the estate keeping in mind the time, expense, and uncertainty of litigation over the duty drawback, the estate's benefit and risks, and the disadvantages of delay. Ample made this decision as a business decision in good faith and at arm's length. Ample has also engaged the resources of CITTA to submit the duty drawback claim to CBP.

JURISDICTION AND VENUE

4. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334 and the *Amended*

Standing Order of Reference from the United States District Court for the Southern District of Texas, dated May 24, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Debtors consent to entry of a final order in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

5. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The bases for the relief requested are sections 105(a) and 363(b) of the Bankruptcy Code, Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and the authorities cited herein.

BACKGROUND

7. On December 16, 2025 (the "Petition Date"), the Debtors each commenced a voluntary case for relief under chapter 11 of title 11 of the Bankruptcy Code, which are being jointly administered under Lead Case No. 25-90817 (CML).

8. On July 10, 2026, this Court entered an order authorizing the retention and employment of CITTA to serve as the Debtors' duty drawback broker and approving the terms and conditions of CITTA's compensation. *See* Docket No. 307 (the "CITTA Retention Order").

DUTY DRAWBACK AGREEMENT

9. Prior to the Petition Date, the Debtors imported and sold certain goods to Bluewater after paying certain customs duties. Such goods were subsequently exported by Bluewater abroad, thus giving rise to a legal right to a refund of the duties paid (the "Covered Drawback"). After extensive analysis by CITTA, the Debtors' duty drawback broker, the Debtors and 12BC have concluded that Bluewater's consent and cooperation are required under federal law to realize the duty drawback claims, which are estimated to be in excess of $1 million. Specifically, under federal drawback regulations (19 C.F.R. pt. 190), if the importer wants to retain the drawback

rights and thus control the preparation and submission of the drawback claim, the importer (the Debtors) must secure a waiver of drawback rights from the exporter (Bluewater). *See* 19 CFR § 190.82 ("Person entitled to claim drawback").

10. Absent such a waiver, the Debtors may have difficulty obtaining the Covered Drawback in their own right, and Bluewater, as exporter, could assert a competing interest in the drawback or its proceeds. Indeed, neither may recover absent an agreement. Moreover, successful prosecution of the duty drawback claims requires records largely in Bluewater's possession. If Bluewater has shared those records, it did so confidentially (and conditioned on Bluewater's consent).

11. Practically, cooperation is needed for the initial filing and also the administrative resolution of CBP action. The Debtors, with few resources, are best served compromising rather than litigating. Bluewater's timely and complete cooperation with CBP accelerates Ample's recovery.

12. Accordingly, the Debtors, 12BC, and Bluewater negotiated the Duty Drawback Agreement to secure Bluewater's irrevocable assignment and waiver of its drawback rights, its consent to the use and disclosure of its records in pursuing the Covered Drawback, and its continuing cooperation, funded by 12BC.

13. As a result of the foregoing, with the support and funding by the Debtors' DIP lender, 12BC, the Debtors seek to enter into the Duty Drawback Agreement,[2] which provides for:

- **Payment**: Upon the Effective Date and exchange of the Duty Drawback Agreement and the executed exporter endorsement, 12BC will pay Bluewater $220,000.00 by wire from 12BC's own funds directly to Bluewater (the "Payment").

[2] Capitalized terms used below but not defined have the meanings given the Duty Drawback Agreement.

- **Assignment and Release**: Effective upon receipt of the Payment, Bluewater irrevocably assigns to the Debtors and their estate all of its rights to claim or receive the Covered Drawback, waives its own right to claim such drawback, and releases the Debtors, their estates and any successor estate representative, 12BC, and the Debtors' drawback professionals from any claim to ownership, liens, setoff, or other interest in the Covered Drawback. Any Covered Drawback mistakenly received by Bluewater must be held separately and remitted within two business days. No claim belonging to the Debtors, their estates, or 12BC is released.

- **Continuing Cooperation**: Bluewater will fully, promptly, and in good faith cooperate in identifying, documenting, preparing, filing, pursuing, collecting, and defending the Covered Drawback through final resolution of any audits, protests, and appeals, including by providing records, executing accurate endorsements and certifications, and making knowledgeable personnel available, without subpoena or further compensation. Bluewater will use reasonable efforts to acknowledge requests within two business days and respond within five business days and must preserve relevant records for at least three years after liquidation of the related drawback claims.

- **DIP Expense Treatment**: The Debtors support 12BC's submission of the Payment for reimbursement as part of its DIP claim under the Final DIP Order [Docket No. 91] and the other DIP Documents, subject to all applicable review and objection procedures, including the ten-day objection period under paragraph 38 of the Final DIP Order to the extent applicable.

- **Survival and Enforcement**: Bluewater's assignment, release, and obligations are irrevocable and survive any conversion to chapter 7, appointment of a trustee, replacement of CITTA, or dismissal or closing of these cases. Each Cooperating Party is an express third-party beneficiary entitled to enforce Bluewater's obligations, including by specific performance or injunctive relief.

- **Indemnification**: Bluewater will indemnify each Cooperating Party against losses, repayment obligations, interest, and penalties to the extent caused by Bluewater's breach, with Bluewater's liability capped at the amounts paid to Bluewater under the Duty Drawback Agreement.

- **Court Approval and Effective Date**: The Duty Drawback Agreement will not become effective, the Payment will not become due, and Bluewater's obligations will not commence until entry of the Approval Order, and the Effective Date will be the date the Approval Order is entered.

BASIS FOR RELIEF

I. The Duty Drawback Agreement Should Be Approved Pursuant to Bankruptcy Rule 9019

14. Pursuant to Bankruptcy Rule 9019(a), a bankruptcy court may, after appropriate notice and a hearing, approve a compromise or settlement so long as the proposed settlement is fair, equitable, and in the best interest of the estate. *See Official Comm. of Unsecured Creditors v. Moeller (In re Age Refin., Inc.)*, 801 F.3d 530, 540 (5th Cir. 2015). Ultimately, approval of a compromise is within the sound discretion of the bankruptcy court. *See, e.g.*, *United States v. AWECO, Inc. (In re AWECO, Inc.)*, 725 F.2d 293, 297 (5th Cir. 1984); *Rivercity v. Herpel (In re Jackson Brewing Co.)*, 624 F.2d 599, 602–03 (5th Cir. 1980). Settlements are considered a "normal part of the process of reorganization" and a "desirable and wise method[] of bringing to a close proceedings otherwise lengthy, complicated and costly." *Id.* at 602 (cleaned up). Bankruptcy Rule 9019 authorizes a bankruptcy court to approve a compromise or settlement after notice and a hearing, Fed. R. Bankr. P. 9019(a), and section 105 of the Bankruptcy Code empowers a court to issue any order that is "necessary or appropriate to carry out the provisions of [title 11]." 11 U.S.C. § 105(a).

15. In the Fifth Circuit, courts consider the following factors in determining whether to approve a proposed settlement: a) the probability of success in litigating the claim subject to settlement, with due consideration for the uncertainty in fact and law; b) the complexity and likely duration of litigation and any attendant expense, inconvenience, and delay; and c) all other factors bearing on the wisdom of the compromise, including (i) the best interests of creditors and (ii) the extent to which the settlement is the product of arm's-length bargaining. *See Age Refin.*, 801 F.3d at 540; *see also Conn. Gen. Life Ins. Co. v. United Cos. Fin. Corp. (In re Foster Mortg. Corp.)*, 68 F.3d 914, 917–18 (5th Cir. 1995) (stating that the court should consider "the paramount interest of

creditors with proper deference to their reasonable views" and the "extent to which the settlement is truly the product of arms-length bargaining, and not of fraud or collusion").

16. Generally, the role of the bankruptcy court is not to decide the issues in dispute when evaluating a settlement. *Watts v. Williams*, 154 B.R. 56, 59 (S.D. Tex. 1993). Instead, the court should determine whether the settlement as a whole is fair and equitable. *Prot. Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968). "In evaluating a Rule 9019 settlement, a bankruptcy court need not conduct a mini-trial to determine the probable outcome of any claims waived in the settlement." *Age Refin.*, 801 F.3d at 541 (cleaned up). Rather, "[t]he judge need only apprise himself of the relevant facts and law so that he can make an informed and intelligent decision." *Official Comm. of Unsecured Creditors v. Cajun Elec. Power Coop. (In re Cajun Elec. Power Coop.)*, 119 F.3d 349, 356 (5th Cir. 1997) (quoting *In re Am. Reserve Corp.*, 841 F.2d 159, 163 (7th Cir. 1987)); *see also TMT Trailer Ferry*, 390 U.S. at 425 (noting that a court should "compare the terms of the compromise with the likely rewards of litigation"). The court must canvass the issues and determine only whether the settlement "fall[s] below the lowest point in the range of reasonableness." *In re W.T. Grant Co.*, 699 F.2d 599, 608 (2d Cir. 1983) (quoting *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972)).

17. The Duty Drawback Agreement readily satisfies this standard. The Duty Drawback Agreement resolves Bluewater's potential competing interest in the Covered Drawback and secures the waiver, assignment, and cooperation that federal law and practical necessity require for the Debtors to realize the Covered Drawback, which is estimated to exceed $1 million. Each of the relevant factors supports approval.

A. The Probability of Realizing the Covered Drawback Absent the Agreement Is Uncertain in Fact and Law

18. Absent the Duty Drawback Agreement, the Debtors' ability to realize any value from the Covered Drawback is uncertain and slow. Under the applicable CBP regulations, the Debtors would have difficulty obtaining the Covered Drawback as importer without a waiver of drawback rights from Bluewater as exporter, and Bluewater could assert a competing interest in the drawback or its proceeds. Assuming records necessary to substantiate the drawback claims are largely within Bluewater's possession, custody, or control, litigation over the records is expensive. Compelling Bluewater's waiver would be litigated with no assurance of success, and any delay could jeopardize the timely filing of the drawback claims.

19. The Duty Drawback Agreement eliminates that uncertainty by securing Bluewater's irrevocable assignment and waiver of its drawback rights, its release of any competing interest, and its continuing cooperation through final resolution of any audits, protests, and appeals.

B. The Complexity, Duration, and Expense of Litigation Would Be Significant

20. Any litigation to force Bluewater's waiver would require the Debtors to spend more than the settlement amount because the Debtors would need to investigate claims, seek discovery, and then litigate over the rights over months or years. The Debtors submit that the expense of litigation would not yield a greater benefit than the proposed compromise.

21. By contrast, the Duty Drawback Agreement requires Bluewater to cooperate without subpoena or further compensation, to use reasonable efforts to respond to requests within defined timeframes, and to preserve relevant records. It is also faster. Accordingly, this factor weighs heavily in favor of approval.

C. All Other Relevant Factors Support Approval of the Duty Drawback Agreement

22. All the other relevant factors support approval. The Duty Drawback Agreement is in the best interests of creditors because it positions the estates to recover drawback estimated to exceed $1 million. The estates' interests are further protected because Bluewater's obligations are irrevocable; Bluewater must remit any drawback it mistakenly receives within two business days; and Bluewater must indemnify the Cooperating Parties for losses caused by its breach, up to the amounts paid to it.

23. Nothing in the Duty Drawback Agreement releases any claim belonging to the Debtors or their estates. Lastly, the Duty Drawback Agreement is the product of arm's-length, good-faith negotiations among the Debtors, 12BC, and Bluewater, and is not the product of fraud or collusion.

24. For the foregoing reasons, the Debtors submit that the Duty Drawback Agreement is fair and equitable, in the best interests of the estates, falls well above the lowest point in the range of reasonableness, and should be approved.

II. Entry into the Duty Drawback Agreement Is a Sound Exercise of the Debtors' Business Judgment Under Section 363(b)

25. Section 363(b)(1) of the Bankruptcy Code provides that a debtor in possession, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Courts in the Fifth Circuit approve a debtor's use of estate property outside the ordinary course where the debtor articulates a sound business justification. *See Institutional Creditors of Cont'l Air Lines, Inc. v. Cont'l Air Lines, Inc. (In re Cont'l Air Lines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986); *ASARCO, Inc. v. Elliott Mgmt. (In re ASARCO, L.L.C.)*, 650 F.3d 593, 601 (5th Cir. 2011).

26. To the extent the Debtors' entry into and performance under the Duty Drawback Agreement, including the assignment of the Covered Drawback to the estates and the Debtors' support of 12BC's reimbursement request under the DIP Documents, constitutes a use of estate property outside the ordinary course, sound business reasons support it. The Duty Drawback Agreement is the only practical means of realizing the Covered Drawback for the estates; it is funded entirely by 12BC; and it preserves the rights of the estates, the Committee, the U.S. Trustee, and other parties in interest with respect to any reimbursement of the Payment under the DIP Documents. The Debtors, in consultation with CITTA and with the support of 12BC, have determined that entry into the Duty Drawback Agreement maximizes the value of the estates, and that determination is entitled to deference.

WAIVER OF STAY

27. The Debtors request a waiver of any applicable notice requirements under Bankruptcy Rule 6004(a) and any stay of the order granting the relief requested herein pursuant to Bankruptcy Rule 6004(h). The relief requested herein is appropriate and upon approval and funding should facilitate a conclusion to the cases that is consensual and/or not the subject of objection. Accordingly, cause exists to waive additional notice requirements under Bankruptcy Rule 6004(a) and the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay might apply.

RESERVATION OF RIGHTS

28. Nothing in this Motion alters the Duty Drawback Agreement, which remains the sole description of the proposed compromise. The Debtors intend the text above as a paraphrastic summary of the agreement for the benefit of the reader.

29. Nothing contained herein or any action taken pursuant to the relief requested is intended to be or shall be construed as, other than as explicitly stated in the Duty Drawback

Agreement, (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or non-bankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code; or (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.

30. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' or any party in interest's rights to subsequently dispute such claim.

WHEREFORE, the Debtors respectfully request entry of an order, substantially in the form of Exhibit A, granting the relief requested and such other relief as the Court deems appropriate.

Date: October 13, 2026

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: */s/ Hugh M. Ray, III*

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ACKNOWLEDGED AND AGREED TO:

Dated: October 13, 2026

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CERTIFICATE OF SERVICE

I certify that on October 13, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Hugh M. Ray, III
Hugh M. Ray, III

EXHIBIT A

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.,[3]	§	Chapter 11
	§	
Debtors.	§	(Jointly Administered)

ORDER GRANTING DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE DUTY DRAWBACK SETTLEMENT AND COOPERATION AGREEMENT BETWEEN THE DEBTORS, TWELVE BRIDGE CAPITAL, LLC AND BLUEWATER BATTERY LOGISTICS, LLC PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019 AND BANKRUPTCY CODE SECTION 363(B) AND (II) GRANTING RELATED RELIEF

Upon the motion (the "Motion") of the debtors and debtors in possession (collectively, the "Debtors"), joined by Twelve Bridge Capital, LLC ("12BC"), for entry of an order (this "Order") (a) approving, pursuant to Bankruptcy Rule 9019 and sections 105(a) and 363(b) of the Bankruptcy Code, the Duty Drawback Settlement and Cooperation Agreement attached hereto as **Exhibit 1** (the "Duty Drawback Agreement"), among Ample, Inc., Bluewater Battery Logistics, LLC ("Bluewater"), and 12BC, and (b) granting related relief, all as more fully described in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b) and that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28

[3] 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 Motion 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.

U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT**:

1. The Motion is GRANTED as set forth herein. Pursuant to Bankruptcy Rule 9019 and sections 105(a) and 363(b) of the Bankruptcy Code, the Duty Drawback Agreement is approved in its entirety. The Court finds that the Duty Drawback Agreement is fair, equitable, and in the best interests of the Debtors' estates and creditors, and that the Debtors' entry into the Duty Drawback Agreement is a sound exercise of the Debtors' business judgment.

2. The Debtors are authorized to enter into, perform, execute, and deliver the Duty Drawback Agreement and all related documents, including the Exporter Endorsement and Certification attached as Exhibit A to the Duty Drawback Agreement, and to take all actions necessary or appropriate to implement the terms of the Duty Drawback Agreement. This Order constitutes the "Approval Order" for purposes of Section 7 of the Duty Drawback Agreement, and the Effective Date of the Duty Drawback Agreement shall be the date of entry of this Order.

3. 12BC is authorized to make the Payment (as defined in the Duty Drawback Agreement) to Bluewater from 12BC's own funds in accordance with the Duty Drawback Agreement. The Payment shall not be made from, or pass through, any account of the Debtors.

4. Notwithstanding anything to the contrary in the Duty Drawback Agreement or this Order, upon 12BC's payment of the $220,000 Payment directly to Bluewater, such amount shall constitute an allowed DIP Obligation under the Final DIP Order [Docket No. 91] and the other DIP Documents, whether characterized as an advance, funding, reimbursement, expense, or otherwise. The Payment shall be included in 12BC's DIP claim and entitled to the same liens, superpriority status, priorities, protections, and repayment rights applicable to the DIP Obligations, subject to the limitations expressly applicable thereto. No further approval or review or objection procedure, including under paragraph 38 of the Final DIP Order, shall be required to establish such allowance or treatment, which shall bind the Debtors, their estates, and any successor trustee or estate representative, including following conversion to chapter 7.

5. Upon Bluewater's receipt of the Payment, the assignment, waiver, and release by Bluewater of the Covered Drawback (as defined in the Duty Drawback Agreement) to Ample, Inc. and its estate shall be effective and irrevocable in accordance with the Duty Drawback Agreement. The Duty Drawback Agreement and Bluewater's obligations thereunder shall be binding upon Bluewater and shall inure to the benefit of the Debtors, their estates, 12BC, and any successor to the Debtors, including any chapter 7 trustee or other estate representative, each of which may enforce Bluewater's obligations in accordance with the Duty Drawback Agreement, notwithstanding conversion of these cases to cases under chapter 7 of the Bankruptcy Code.

6. Except as expressly set forth in the Duty Drawback Agreement, nothing contained in the Motion, this Order, or any actions taken by the parties pursuant to the relief granted in this Order shall be construed as: (i) an admission as to the validity of any claim against the Debtors, Bluewater, 12BC, or any other party; (ii) a release of any claim belonging to the Debtors, their estates, or 12BC; or (iii) a waiver or limitation of the parties' rights under the Duty Drawback Agreement, the Bankruptcy Code, or other applicable law.

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

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

9. The Debtors, 12BC, and Bluewater are authorized to take all actions necessary or appropriate to effectuate the relief granted in this Order. To the extent of any inconsistency between the Duty Drawback Agreement and this Order, this Order shall control.

10. The Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order and the Duty Drawback Agreement.

Signed: _____, 2026

_____
CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Duty Drawback Agreement

Execution Version

DUTY DRAWBACK SETTLEMENT AND COOPERATION AGREEMENT

This Agreement is entered into as of the Effective Date (as defined in Section 7) by Ample, Inc., as debtor and debtor in possession ("Ample"), Bluewater Battery Logistics, LLC ("Bluewater"), and Twelve Bridge Capital, LLC, as debtor-in-possession lender ("12BC," and together, the "Parties"). Ample is a debtor in *In re Ample, Inc., et al.*, Case No. 25-90817 (CML), pending in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"). The Parties wish to resolve Bluewater's asserted interest in certain duty drawback recoveries and secure its complete cooperation in pursuing those recoveries in exchange for a direct payment by 12BC.

1. **Scope.** "Covered Merchandise" means merchandise imported or owned by Ample that Bluewater purchased, received, stored, handled, transferred, exported, or arranged to export on or before the Effective Date. Covered Merchandise remains covered if exported after the Effective Date. "Covered Drawback" means all duty drawback claims, rights, refunds, and proceeds relating to Covered Merchandise, including related amendments, supplemental claims, protests, and appeals. "Cooperating Parties" means Ample; its estate and any Chapter 7 or Chapter 11 trustee, plan or liquidating trustee, or other successor estate representative; 12BC; and CITTA Brokerage Company or any replacement or additional customs broker, drawback consultant, attorney, or similar professional retained by Ample, an estate representative, or 12BC to assist with Covered Drawback. This Agreement transfers only rights held by Bluewater and does not purport to transfer another exporter's rights.

2. **Direct Payment.** Immediately upon the Effective Date and exchange of this Agreement and the executed endorsement attached as Exhibit A, 12BC shall pay Bluewater $220,000.00 by wire transfer from 12BC's own funds directly to the account Bluewater designates in writing (the "Payment"). The Payment shall not pass through any debtor account. It is the full consideration for Bluewater's assignment, releases, and complete continuing cooperation under this Agreement and is not contingent on the amount, timing, or success of any recovery to the Ample estate or reimbursement to 12BC. Bluewater shall bear its personnel, administrative, and other costs of performance; no additional fee or expense is payable unless specifically approved in advance in writing by 12BC. An expense dispute does not permit Bluewater to withhold required performance. Any reimbursement of additional expenses remains subject to the DIP Documents.

3. **Assignment and Release.** Effective upon receipt of the Payment, Bluewater irrevocably assigns to Ample and its estate all of Bluewater's rights, now held or hereafter acquired, to claim or receive Covered Drawback, waives its own right to claim such drawback, and releases the Cooperating Parties from Bluewater's claims to ownership, participation, liens, setoff, or other interests in the Covered Drawback or its proceeds. Bluewater represents that it has not claimed or received the Covered Drawback, assigned or encumbered those rights, or authorized any other person to claim them, and shall not do so. Bluewater shall execute Exhibit A at signing and any conforming certifications reasonably requested by the applicable drawback professional to implement this assignment, including to an eligible successor claimant designated by Ample or its estate representative. No Party is required to make an inaccurate certification. Any Covered Drawback mistakenly received by Bluewater shall be held separately without deduction or setoff and remitted within two business days as jointly directed by 12BC and Ample or its estate representative, consistent with applicable court orders. No claim belonging to Ample, its estate, or 12BC is released by this Agreement.

4. **Continuing Cooperation.** Bluewater shall fully, promptly, and in good faith cooperate with each Cooperating Party in identifying, documenting, preparing, filing, pursuing, collecting, and defending the Covered Drawback, through final resolution of related audits, inquiries, protests, and appeals. It shall use reasonable efforts to provide complete responsive records in its possession, custody, or control, including import, purchase, transfer, export, shipping, customs, payment, and delivery records; sign accurate endorsements, waivers, declarations, authorizations, and corrections; use reasonable efforts to identify missing records and diligently assist in obtaining them from carriers, agents, and other custodians; make knowledgeable personnel reasonably available for meetings and testimony; and promptly disclose and help cure errors or deficiencies. Bluewater shall authorize its agents and record custodians to communicate and provide relevant information directly to the Cooperating Parties and governmental authorities. It shall not obstruct, revoke an authorization needed for, or assert a competing claim against the Covered Drawback.

Bluewater shall use reasonable efforts to acknowledge requests within two business days and provide available records and requested signatures within five business days, or sooner when reasonably necessary to meet a disclosed filing or governmental deadline. If a request cannot reasonably be completed within that period, Bluewater shall explain the reason within one business day, provide available materials on a rolling basis, and diligently complete the balance under a prompt timetable reasonably acceptable to the requesting Cooperating Party. These requirements apply without subpoena or further compensation. Bluewater authorizes use and disclosure of supplied information as reasonably necessary to pursue the Covered Drawback, including to U. S. Customs and Border Protection and the Bankruptcy Court. It shall preserve relevant records for at least three years after liquidation of the related drawback claims, and longer while any related proceeding remains pending or applicable law requires. CITTA or its replacement shall coordinate technical filing instructions; disagreements among Cooperating Parties do not excuse production of records or other undisputed assistance.

5. **DIP Expense Treatment.** Ample requests and authorizes the Payment as an expense incurred by 12BC to preserve and realize its collateral and supports submission of the Payment for reimbursement as part of its DIP claim under the Final DIP Order [Dkt. 91] and other operative DIP financing documents (the "DIP Documents"), including paragraph 38 of the Final DIP Order to the extent applicable. 12BC shall submit a sufficiently detailed expense statement, with supporting documentation, to the Debtors, their counsel, the U.S. Trustee, and counsel for the Committee. Reimbursement and treatment as DIP Obligations, including applicable liens and priorities, remain subject to the DIP Documents and all applicable review, objection, and dispute-resolution procedures, including paragraph 38's ten-day objection period to the extent applicable. This Agreement does not independently establish allowance of the reimbursement claim or modify those procedures or any party's rights thereunder. Ample shall record and support the reimbursement request in accordance with the DIP Documents and cooperate in obtaining any necessary approval. The Payment is not a distribution on or reduction of 12BC's existing DIP claim. Nothing here amends the DIP Documents, enlarges any carve-out or professional-fee budget, waives 12BC's rights or objections, or permits double recovery. 12BC assumes no liability for Ample's other debts, customs liabilities, bond obligations, or professional fees by making the Payment. Bluewater's obligations are independent of allowance or payment of 12BC's reimbursement claim.

6. **Survival and Enforcement.** After the Payment, Bluewater's assignment, release, and obligations are irrevocable and shall survive payment or satisfaction of the DIP claim, replacement of CITTA, conversion to Chapter 7, appointment of a trustee, confirmation, dismissal, or closing of

the bankruptcy cases, and Ample's cessation of business or dissolution. No further payment, assumption, or agreement by a trustee or other Cooperating Party is required to obtain the benefit of Bluewater's performance. Each Cooperating Party is an express intended third-party beneficiary entitled to enforce Bluewater's obligations directly but assumes no obligation solely by being a beneficiary. Bluewater may not terminate or suspend required cooperation because of an unrelated claim against any Cooperating Party. Bluewater remains responsible for performance by its personnel and agents and may not assign or delegate its obligations without 12BC's and Ample's or its estate representative's written consent. This Agreement binds and benefits the Parties and their permitted successors and assigns. Receipt of an accelerated or other drawback refund does not terminate Bluewater's cooperation or indemnification obligations.

Bluewater acknowledges that breach may cause irreparable harm and that Ample, its estate representative, or 12BC may seek specific performance or injunctive relief, without posting bond to the extent permitted by law, in addition to damages and other available remedies. Recoverable damages include drawback refunds lost or required to be repaid to the extent proximately caused by Bluewater's breach. Bluewater does not guarantee a governmental determination or recovery. Bluewater shall indemnify each Cooperating Party against losses, liabilities, repayment obligations, interest, penalties (to the extent indemnifiable under applicable law), to the extent caused by Bluewater's breach of this Agreement, including terms herein about the provision of information, or requests for compliance with applicable customs requirements relating to Covered Drawback. Any demand under this indemnity shall include reasonable supporting documentation, including any applicable Customs notice or assessment. Notwithstanding the foregoing, Bluewater's liability and duty of indemnity shall be strictly limited to the amounts paid to Bluewater under this Agreement. This indemnity survives payment, conversion, and termination or expiration of this Agreement. Remedies shall not result in duplicative recovery.

7. **Authority and Governing Law.** Each Party represents that its signatory is authorized. If Ample determines to seek, or the Bankruptcy Court requires, approval of this Agreement, the Parties' entry into this Agreement, or the consummation or performance of the transactions contemplated hereby, whether by motion under Bankruptcy Rule 9019, motion to assume under section 365 of the Bankruptcy Code, or any other motion or request (the "Court Approval Condition"), Ample may seek such approval by the applicable motion or other appropriate request. If the Court Approval Condition applies, notwithstanding anything to the contrary in this Agreement, this Agreement shall not become effective, the Payment shall not become due, and Bluewater's obligations under this Agreement shall not commence unless and until the Bankruptcy Court enters an order approving or authorizing this Agreement or the applicable transaction (the "Approval Order"), and the "Effective Date" shall be the date the Approval Order is entered. If the Court Approval Condition does not apply, the "Effective Date" shall be the date the last Party signs below. Approval required solely to allow or reimburse 12BC's expense may be sought separately and is not a condition to the Effective Date, the Payment, or Bluewater's performance. This Agreement does not itself constitute a court order or bind governmental authorities. Federal law governs applicable customs and bankruptcy matters; otherwise Texas law governs, without its conflicts rules. The Parties consent to exclusive jurisdiction and venue in the Bankruptcy Court to the extent it has jurisdiction, and otherwise in the state or federal courts in Harris County, Texas. Nothing expands the Bankruptcy Court's subject-matter jurisdiction.

8. **Miscellaneous.** This Agreement and Exhibit A constitute the entire agreement on this subject and supersede prior proposals and correspondence. Amendments or waivers require a writing

signed by all Parties; no delay in enforcement is a waiver. The assignment, scope, and continuing obligations in this Agreement are not narrowed by any implementing certificate. Invalidity of one provision does not affect the remainder. Counterparts and electronic signatures are effective as originals. Notices and cooperation requests may be sent to the email addresses below or a replacement designated in writing. A business day excludes Saturdays, Sundays, and federal banking holidays.

The Parties execute this Agreement through their authorized representatives.

[signature page to follow]

AMPLE, INC.

By: */s/ John D. Baumgartner* Name: John D. Baumgartner
Title: Chief Restructuring Officer Date: October 13, 2026
Notice email:

BLUEWATER BATTERY LOGISTICS, LLC

By: */s/ Beth F. Dumas* Name: Beth F. Dumas
Title: In-House Counsel / Compliance Date: October 13, 2026
Notice email: bdumas@bluewaterbattery.com

TWELVE BRIDGE CAPITAL, LLC

By: */s/ Michael Fishel* Name: Michael Fishel
Title: Founder and Managing Partner Date: October 13, 2026
Notice email: michael@fishellawgroup.com

Execution Version

EXHIBIT A
EXPORTER ENDORSEMENT AND CERTIFICATION

Exporter: Bluewater Battery Logistics, LLC
Address: [Bluewater address]
IRS or other applicable identification number: [Exporter number]

Claimant: Ample, Inc.
Address: [Ample address]
IRS or other applicable identification number: [Claimant number]

Covered export period: [First covered export date] through [Final export date for this certification].

Covered exports: All exportations by the Exporter during the stated period of merchandise imported by the Claimant, including merchandise received from the Claimant and exported by the Exporter. Any supplemental shipment list identifies covered exports without excluding other exports meeting this description. This period identifies export events and does not limit continuing cooperation. The Exporter shall provide supplemental certifications stating actual dates for later-identified or later-completed exports of Covered Merchandise.

For the covered exports, the Exporter certifies that the exports actually occurred and that it is the exporter for drawback purposes with respect to those exports; the Exporter irrevocably assigns to the Claimant all of the Exporter's rights to claim and receive drawback of duties, taxes, and fees, and waives its own right to claim that drawback. The Exporter certifies that it has not claimed or received, and will not itself claim or receive, drawback on the covered exports; that it has not assigned, pledged, or otherwise encumbered the assigned rights; and that it has not authorized and will not authorize any other party to claim the covered exports for drawback. The Exporter authorizes the Claimant and its customs broker to submit this certification with each applicable claim and to provide it to U.S. Customs and Border Protection.

This certification implements the Duty Drawback Settlement and Cooperation Agreement among the Exporter, the Claimant, and Twelve Bridge Capital, LLC dated [Agreement date], is released to the Claimant upon the Exporter's receipt of the payment required thereunder, and does not limit the Exporter's broader assignment or continuing cooperation obligations under that agreement. The undersigned certifies that the statements above are true and correct and that the undersigned is authorized to bind the Exporter.

BLUEWATER BATTERY LOGISTICS, LLC

By: _____
Name: _____
Title: _____
Date: _____