Docket #0368 Date Filed: 11/09/2026
United States Bankruptcy Court
Southern District of Texas
ENTERED
November 09, 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.,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.

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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: November 09, 2026

Christopher 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: _____