Fill in this information to identify the case:	
Debtor 1	Ample Inc.
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the:	Southern District of Texas
Case number	25-90817

☑ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return

Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. **Who is the current creditor?**
   Citizens Bank, N.A.
   Name of the current creditor (the person or entity to be paid for this claim)
   Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**
   ☑ No
   ☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent? (if different)**
King & Spalding LLP, Attn: Jeff Dutson	Citizens Bank, N.A., Attn: Michael Flynn
Name	Name
1180 Peachtree St NE, Suite 1600	28 State Street: 24th Floor
Number Street	Number Street
Atlanta GA 30309	Boston MA 02109
City State ZIP Code	City State ZIP Code
Contact phone +1 404 572 2803	Contact phone 6175985512
Contact email jdutson@kslaw.com	Contact email michael.flynn@citizensbank.com

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Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**
   ☑ No
   ☐ Yes. Claim number on court claims registry (if known) _____ Filed on ____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   ☑ No
   ☐ Yes. Who made the earlier filing?

25908172601300000000003

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ See Attachment **Does this amount include interest or other charges?**
   - ☐ No
   - ☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   Letter of Credit

9. **Is all or part of the claim secured?**
   - ☐ No
   - ☑ Yes. The claim is secured by a lien on property.

   Nature of property:
   - ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☑ Other. Describe: See Attachment

   Basis for perfection: See Attachment
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   Value of property: $ See Attachment
   Amount of the claim that is secured: $ See Attachment
   Amount of the claim that is unsecured: $ See Attachment (The sum of the secured and unsecured amounts should match the amount in line 7.)

   Amount necessary to cure any default as of the date of the petition: $____

   Annual Interest Rate (when case was filed)____%
   - ☐ Fixed
   - ☐ Variable

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10. **Is this claim based on a lease?**
    - ☑ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $____

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: ____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box.

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 1 28 2026
MM / DD / YYYY

Michael Flynn
Signature

Print the name of the person who is completing and signing this claim:

Name: Michael (First name) Flynn (Last name)

Title: Senior Vice President - Restructuring Management

Company: Citizens Bank, N.A.
Identify the corporate servicer as the company if the authorized agent is a servicer

Address: 28 State Street: 24th floor
Number Street

Boston MA 02109
City State ZIP Code

Contact phone (617) 598 5512 Email michael.flynn@citizensbank.com

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KING & SPALDING

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1100 Louisiana St, Suite 4100
Tel: +1 713 751 3200
www.kslaw.com

R. Hale Neilson
Associate
Direct Dial: +1 832 517 8248
hneilson@kslaw.com

January 28, 2026

***VIA* OVERNIGHT DELIVERY**

AMPLE CLAIMS PROCESSING CENTER
C/O KCC DBA VERITA
222 N. PACIFIC COAST HIGHWAY, SUITE 300
EL SEGUNDO, CA 90245

Re: *In re Ample, Inc. et al.*, No. 25-90817, United States Bankruptcy Court for the Southern District of Texas

Dear Sir/Madam:

Enclosed please find an original and one copy of a Proof of Claim and related Addendum for Citizens Bank, N.A. to be filed in the above-referenced case. Please file the original and return the file stamped copy in the addressed, stamped envelope provided.

Should you have any questions, please feel free to contact me at hneilson@kslaw.com or 832-517-8248. Thank you.

Sincerely,

R. Hale Neilson

Enclosures

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

ADDENDUM TO PROOF OF CLAIM OF CITIZENS BANK, N.A.

Citizens Bank, N.A. ("Citizens") hereby submits this addendum to its Proof of Claim (the "Claim") against Ample Inc. ("Ample" or "Debtors") and respectfully states as follows:

Background

1. Prepetition, Citizens issued two standby letters of credit (each a "Letter of Credit" and together, the "Letters of Credit") for the Debtors' account: (i) an April 2024 Letter of Credit for $200,000.00 for the benefit of American Alternative Insurance Corporation, and (ii) a May 2025 Letter of Credit in the amount of $675,529.00 for the benefit of KR 100 Hooper LLC.

2. Each Letter of Credit is secured by funds held in pledged deposit accounts at Citizens (the "Pledged Accounts").[2] Under Cash Pledge Agreements (together with the Letters of Credit and related documents, the "LC Documents") entered into in connection with the Letters of

---

[1] The Debtors (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] The Pledged Accounts are further discussed in the Debtors' *Corrected Emergency Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I)(A) Continue Operating Their Existing Cash Management System, (B) Honor Certain Related Prepetition Obligations, (C) Continue Intercompany Transaction, (D) Waiving Certain Deposit Requirements, and (E) Granting Related Relief, and (II)(A) Continue Insurance Programs and (B) Granting Related Relief* [Docket No. 15] and include two CD accounts at Citizens. The Pledged Account for the April 2024 Letter of Credit is the account ending in 3067, and the Pledged Account for the May 2025 Letter of Credit is the account ending in 5236.

Credit, Ample is to maintain immediately available funds in the Pledged Accounts in an amount of no less than 105% of the face value of the Letters of Credit.

3. The Court's Cash Management Order authorizes the Debtors to maintain the LC Documents, and authorizes Citizens to administer, honor, draw upon, and apply pledged collateral in accordance with the governing documents, subject to the DIP Orders and the Bankruptcy Code. Docket No. 76, ¶ 14.

4. Citizens has honored draws on the May 2025 Letter of Credit. As a result of the draws on the Letters of Credit, the Debtors are obligated to reimburse Citizens. As of the date hereof, the Debtors are obligated to Citizens in the amount of $712.292.82,[3] plus all other fees, expenses, and costs payable pursuant to the Letters of Credit, the Pledge Agreements and related documents (the "LC Obligations"). Pursuant to the terms and conditions governing the issuance of the Letters of Credit, Citizens is entitled to reimbursement, for which its claim is secured by a first-priority lien in the Pledged Accounts.

5. This Proof of Claim is filed in addition to Citizens' *Agreed Motion for Relief from Stay* [Docket No. 131] to safeguard Citizens' right to payment of the LC Obligations, both from the Pledged Accounts, and to the extent any excess amounts are unsecured obligations. Additional documents supporting this proof of claim are voluminous. Citizens will provide copies of those documents to any creditor or party in interest upon reasonable request—subject to appropriate confidentiality and privilege restrictions.

[3] This figure is comprised of the $675,529.00 draw amount, a $1,688.82 pay commission, a $75.00 wire fee, and $35,000.00 in Citizens' legal fees.

Reservation of Rights

6. Citizens reserves the right to amend or supplement this proof of claim, including, without limitation, the right to (i) add documents; (ii) assert indemnity, contribution, setoff, or similar rights, claims or defenses; and/or (iii) change priority and fix, increase or amend in any respect the amounts and claims referred to herein. Citizens further reserves the right to file additional proofs of claim for additional claims, including, without limitation, claims for administrative expenses and all other claims, at law or in equity, arising prior to, on, or after the Debtors' Petition Date. Citizens reserves the right to amend or supplement this proof of claim if Citizens should deem it necessary and appropriate, for any reason including a liquidated statement of the amount then due, or for any other purpose for which a proof of claim filed in this proceeding could be amended. Citizens further reserves any rights to recoupment and, if appropriate, may exercise such rights without further order of the Court and without amending this claim. Citizens reserves all rights under any contracts between the parties, as well as under applicable law, to review and audit records of the Debtors with regard to the calculation of its claim.

7. Citizens does not waive any rights at law or equity or any rights or causes of action that Citizens has or may have against any person, including, but not limited to, the Debtors and its affiliates. The proof of claim is not intended to be, and shall not be construed as: (i) an election of remedies; (ii) a waiver of any defaults; (iii) an admission as to the jurisdiction of this Court and/or a waiver to contest the jurisdiction of this Court; (iv) a waiver of the right to trial by jury in this Court or any other court in any proceeding, notwithstanding the designation or not of any matter as a "core proceeding" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (v) a waiver of any contractual right to arbitration or other method of dispute resolution; (vi) a release of Citizens' right to have any and

all final orders in any and all noncore matters or proceedings entered only after a de novo review by a United States District Court judge; ; (vii) a waiver or release of, or any other limitation on, Citizens' right to assert that any portion of the claims asserted herein or any other claims are entitled to priority, including, without limitation, under sections 503(b) and 507(a)(2) of the Bankruptcy Code; (viii) a waiver of the right to withdraw the reference with respect to the subject matter of this proof of claim, any objection thereto or other proceeding that may be commenced in these cases against, or otherwise involving Citizens; (ix) a waiver or limitation of any rights, remedies, claims, or interests of Citizens; (x) a waiver or limitation of any procedural or substantive rights of Citizens or any procedural or substantive defenses to any claim that may be asserted against Citizens; (xi) a waiver of any right to claim specific assets; or (xii) a waiver or release of any lien or security interest.

8. Citizens does not waive, and expressly reserves, (i) all rights and remedies at law or in equity that Citizens has or may have against Ample, any of the Debtors, any of their respective affiliates and subsidiaries, or any other person or entity who may be liable for all or part of the claims set forth herein; and (ii) any obligation owed to Citizens or any right to any security or to assert any security interest that may be determined to be held by Citizens. In addition, Citizens reserves the right to withdraw this Claim in its entirety or with respect to any portion thereof for any reason whatsoever.

9. Citizens expressly reserves the right to: (i) amend, modify, update, or supplement the Claim at any time and in any respect, including, without limitation, as necessary or appropriate to amend, quantify, or correct amounts, to provide additional detail regarding the claims set forth herein, to fix the amount of any disputed, contingent or unliquidated claim, or to assert any alternative theories or bases for recovery; (ii) file additional proofs of claim, administrative

expense claims or requests for payment of any administrative expenses, or pleadings for additional claims that may be based on the same or additional documents; and (iii) assert any and all other claims, actions, defenses, setoffs, recoupments, rights, right of action, causes of action, claims or remedies of whatever kind or nature that it currently has, or may have in the future against the Debtors and/or any of their respective affiliates and subsidiaries, or any other person or entity (including, without limitation, guarantors, partners, officers, directors, and other creditors of the Debtors), at law or in equity, including, without limitation, administrative or other priority claims, lien rights, interests, and the right to assert claims that are otherwise warranted in any related actions. This Claim is filed without prejudice to the filing by Citizens of additional proofs of claim or administrative expense claims with respect to any other liability or indebtedness of and/or equity interest in the Debtors.

Notices

10. All notices, communications, and distributions in respect of this Claim should be delivered to:

Citizens Bank, N.A.
28 State Street, 24th Floor
Boston, MA 02109
Attention: Michael Flynn
Phone: (617) 598 5512
Email: Michael.Flynn@citizensbank.com

and

Jeff Dutson
Sarah Primrose
King & Spalding LLP
1180 Peachtree St NE, Suite 1600
Atlanta, GA 30309
Phone: (404) 472-2803
Email: jdutson@kslaw.com
Email: sprimrose@kslaw.com