Docket #0244 Date Filed: 04/20/2026

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

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

WITNESS AND EXHIBIT LIST FOR APRIL 21, 2026 HEARING
(Relates to ECF Nos. 239 and 242)

The above-captioned debtors and debtors in possession (collectively, the "Debtors") hereby file this Witness and Exhibit List for the hearing to be held **April 21, 2026, at 1:30 p.m. (prevailing Central Time)** (the "Hearing") on the *Notice Of (I) Successful Bid; and (II) Sale Hearing Scheduled for April 21, 2026 at 1:30 P.M. (CDT)* (ECF No. 239) (the "Notice") and *Debtors' Emergency Motion for Entry of an Order (I) Approving the Retention and Employment of the Sale Agents Pursuant to the Sale Agent Agreement; (II) Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims and Interests; and (III) Granting Related Relief* (ECF No. 242) (the "Motion").

WITNESS LIST

The Debtors may call the following witnesses at the Hearing:

1. John D. Baumgartner, Chief Restructuring Officer.

2. Liam Ahearn, Gordian Group, the Debtors' investment banker.

3. Any witness called by any other party.

[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). A copy of this List 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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4. Any witness(es) necessary to rebut the testimony of any witness(es) called or designated by any other party.

EXHIBIT LIST

The Debtors may offer into evidence any one or more of the following exhibits at the Hearing:

Exhibit	Description	Offer	Object	Admit	Disposition
1.	*Notice of (I) Successful Bid; and (II) Sale Hearing Scheduled for April 21, 2026 at 1:30 P.M. (CDT)* (ECF No. 239)				
2.	*Asset Purchase Agreement dated April 15, 2026* (ECF No. 239-1)				
3.	Proposed *Order (A) Approving the Sale of Purchased Assets Free and Clear of all Liens, Claims, and Other Interests to Transform Amp, LLC Pursuant to the Asset Purchase Agreement; (B) Approving the Assumption and Assignment of Executory Contracts; and (C) Granting Related Relief* (ECF No. 239-2)				
4.	*Emergency Motion for (A) Entry of An Order (I) Approving Bidding Procedures; (II) Authorizing Transfer(s) Outside the Ordinary Course of Business; (III) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; (IV) Approving Form of Notice Thereof; and (B) After the Sale Hearing, Entry of an Order (I) Authorizing and Approving the Debtors to Sell the Assets; and (II) Granting Related Relief* (ECF No. 47)				
5.	*Order Approving Emergency Motion for (A) Entry of an Order (I) Approving Bidding Procedures; (II) Authorizing Transfer(s) Outside the Ordinary Course of Business; (III) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; (IV) Approving Form of Notice Thereof; and (B) After the Sale Hearing, Entry of an Order (I) Authorizing and Approving the Debtors*				

Exhibit	Description	Offer	Object	Admit	Disposition
	to Sell the Assets; and (II) Granting Related Relief (ECF No. 92)				
6.	*Notice of Modified Sale Process and Extension of the Bid Deadline* (ECF No. 198); *Notice of Second Extension of the Bid Deadline* (ECF No. 207)				
7.	*Declaration of John D. Baumgartner in Support of Entry of a Sale Order (I) Approving the Sale of Certain Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances; and (II) Granting Related Relief* (ECF No. 243)				
8.	*Debtors' Emergency Motion for Entry of an Order (I) Approving the Retention and Employment of the Sale Agents Pursuant to the Sale Agent Agreement; (II) Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims and Interests; and (III) Granting Related Relief* (ECF No. 242)				
9.	*Declaration of John D. Baumgartner in Support of Debtors' Emergency Motion for Entry of an Order (I) Approving the Retention and Employment of the Sale Agents Pursuant to the Sale Agent Agreement; (II) Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims and Interests; and (III) Granting Related Relief* (ECF No. 242-1)				
10.	Sale Agent Declarations (ECF No. 242-2) *Declaration of Kevin Otus in Support of Debtors' Emergency Motion for Entry of an Order (I) Approving the Retention and Employment of the Sale Agents Pursuant to the Sale Agent Agreement; (II) Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims and Interests; and (III) Granting Related Relief* *Declaration of Shira Weissman in Support of Debtors' Emergency Motion for Entry of an Order (I) Approving the Retention and Employment of the Sale Agents Pursuant to*				

Exhibit	Description	Offer	Object	Admit	Disposition
	the Sale Agent Agreement; (II) Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims and Interests; and (III) Granting Related Relief				
11.	Certificates of Service (ECF Nos. 103, 109, 209, 211, 228, and 241)				
12.	*Final Order (I) Authorizing the Debtors to Obtain Senior Secured Priming Superpriority Postpetition Financing, and Grant Liens and Superpriority Administrative Expense Claims, (II) Modifying the Automatic Stay, and (III) Scheduling a Final Hearing and (IV) Granting Related Relief* (ECF No. 91)				
	Any document produced by Petitioning Creditors in response to formal and informal discovery requests				
	Any exhibit identified or offered by any other party.				
	Any exhibit necessary for impeachment and/or rebuttal purposes.				

RESERVATION OF RIGHTS

The Debtors reserve the right to call or to introduce one or more, or none, of the witnesses and exhibits listed above, and further reserve the right to supplement this Witness and Exhibit List before the Hearing.

Date: April 20, 2026

PILLSBURY WINTHROP SHAW PITTMAN LLP

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

Hugh M. Ray, III
TX Bar No. 24004246
L. James Dickinson
TX Bar No. 24105805
Joshua Stenhjem
TX Bar No. 24151465
609 Main Street, Suite 2000
Houston, TX 77002
Telephone: 713-276-7600
Facsimile: 713-276-7634
hugh.ray@pillsburylaw.com
james.dickinson@pillsburylaw.com
joshua.stenhjem@pillsburylaw.com

--and--

Andrew V. Alfano
NY Bar No. 5525241
31 West 52nd Street
New York, NY 10019-6131
Telephone: 212-858-1000
Facsimile: 212-858-1500
andrew.alfano@pillsburylaw.com

Counsel for Debtors, Ample, Inc. and Ample Texas EV, LLC

EXHIBIT 1

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)

NOTICE OF (I) SUCCESSFUL BID; AND
(II) SALE HEARING SCHEDULED FOR APRIL 21, 2026 AT 1:30 P.M. (CDT)

PLEASE TAKE NOTICE that, on December 16, 2025, the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the Southern District of Texas (the "Court").

PLEASE TAKE FURTHER NOTICE that, on January 12, 2026, the Court entered the *Order Approving Emergency Motion for (A) Entry of an Order (I) Approving Bidding Procedures; (II) Authorizing Transfer(s) Outside the Ordinary Course of Business; (III) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; (IV) Approving Form of Notice Thereof; and (B) After the Sale Hearing, Entry of an Order (I) Authorizing and Approving the Debtors to Sell the Assets; and (II) Granting Related Relief* [Docket No. 92] (the "Bid Procedures Order")[2] authorizing the Debtors to conduct a marketing and sale process for the sale of some or all of their assets (collectively, the "Assets").

PLEASE TAKE FURTHER NOTICE that, on February 27, 2026, the Debtors filed the *Notice of Modified Sale Process and Extension of the Bid Deadline* [Docket No. 198], which (i) modified the Auction from a public auction with incremental bidding to a closed-bid process; and (ii) extended the Bid Deadline to March 4, 2026 at 5:00 p.m. As a result, no Auction was held.

PLEASE TAKE FURTHER NOTICE that, on March 4, 2026, the Debtors filed the *Notice of Second Extension of the Bid Deadline* [Docket No. 207], which further extended the Bid Deadline to March 18, 2026 at 5:00 p.m. (prevailing Central Time) to allow potential Bidders additional time to submit highest and best offers for the Assets.

PLEASE TAKE FURTHER NOTICE that the joint bid by Transform AMP, LLC and Twelve Bridge Capital LLC (together, the "Purchasers") is the Successful Bid.

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[1] The debtors (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 Notice is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

[2] Capitalized terms used but not otherwise defined herein have the meanings given to them in the Bid Procedures Order.

PLEASE TAKE FURTHER NOTICE that the form of Asset Purchase Agreement between the Debtors and the Purchasers is attached hereto as **Exhibit A**. A draft form of proposed order approving the sale to the Purchasers is attached hereto as **Exhibit B.**

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the sale to the Purchasers pursuant to the terms of the Asset Purchase Agreement at a hearing on **April 21, 2026 at 1:30 p.m. (prevailing Central Time)** before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in Courtroom 402 of the United States Bankruptcy Court, 515 Rusk Street, Houston, Texas 77002. The hearing may be adjourned by announcement in open Court or on the Court's calendar without any further notice required.

PLEASE TAKE FURTHER NOTICE that you may participate in the Hearing either in person or (subject to the Complex Case Procedures and Local Rules [3] and Judge Lopez's Courtroom Procedures[4]) by an audio and video connection. Audio communication will be by use of the Court's dial-in-facility. The telephone number is (832) 917-1510. Once connected, you will be asked to enter the conference room number. The conference room number for Judge Lopez is 590153. Video communication will be made by the GoToMeeting platform (www.gotomeeting.com). Connect via the free GoToMeeting application or click the link on Judge Lopez's home page.[5] The meeting code is "JudgeLopez". Click the settings icon in the upper right corner and enter your name under the personal information setting.

PLEASE TAKE FURTHER NOTICE that hearing appearances must be made electronically in advance of the hearing. To make your electronic appearance, click the "Electronic Appearance" link on Judge Lopez's home page. Select the case name, complete the required fields, and click "Submit" to complete your appearance.

PLEASE TAKE FURTHER NOTICE that copies of this notice, the Asset Purchase Agreement, and any other related documents are available: (a) upon request to Verita Global by telephone at (866) 475-7847; (b) for a fee via PACER by visiting https://ecf.txsb.uscourts.gov; or (c) by visiting the Debtors' restructuring website at https://veritaglobal.net/ample.

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3 Available at the Court's website here: https://www.txs.uscourts.gov.

4 Available here: https://www.txs.uscourts.gov/sites/txs/files/Lopez%20Court%20Procedures.pdf.

5 Judge Lopez's homepage is at https://www.txs.uscourts.gov/page/united-states-bankruptcy-judge-christopher-m-lopez.

Date: April 15, 2026

PILLSBURY WINTHROP SHAW PITTMAN LLP

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

Hugh M. Ray, III
TX Bar No. 24004246
L. James Dickinson
TX Bar No. 24105805
Joshua Stenhjem
TX Bar No. 24151465
609 Main Street, Suite 2000
Houston, TX 77002
Telephone: 713-276-7600
Facsimile: 713-276-7634
hugh.ray@pillsburylaw.com
james.dickinson@pillsburylaw.com
joshua.stenhjem@pillsburylaw.com

--and--

Andrew V. Alfano
NY Bar No. 5525241
31 West 52nd Street
New York, NY 10019-6131
Telephone: 212-858-1000
Facsimile: 212-858-1500
andrew.alfano@pillsburylaw.com

Counsel for the Debtors

CERTIFICATE OF SERVICE

I certify that on April 15, 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. Additionally, the foregoing document will be served as set forth in a forthcoming affidavit filed by the Debtors' claims agent.

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

EXHIBIT 2

EXHIBIT A

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement" or "APA") is entered into by and among Transform AMP, LLC, a Delaware limited liability company (the "Purchaser"), Twelve Bridge Capital, LLC, a Delaware limited liability company (the "DIP Lender"), Ample, Inc., a Delaware limited liability company, and Ample Texas EV, LLC, a Texas limited liability company (together, the "Sellers" or "Debtors"), each having its address of record at 99 Park Lane, Brisbane, CA 94005 (collectively, the "Parties" and each, a "Party"), as of April 15, 2026. Capitalized terms used shall have the meanings ascribed to them (i) in this Agreement where first used or elsewhere, or (ii) the Procedures Order (as defined below).

R E C I T A L S

A. On December 16, 2025, Ample, Inc. and Ample Texas EV, LLC filed voluntary petitions for relief under chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq*. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") jointly administered under the case titled *In re Ample, Inc. et al.*, Case No. 25-90817 (CML) (the "Bankruptcy Cases"). The filing of the Bankruptcy Cases formed bankruptcy estates comprised of all legal or equitable interests of the Debtors in property as of the commencement of the Bankruptcy Cases (together, the "Estates").

B. On January 12, 2026, the Bankruptcy Court entered the *Order Approving Emergency Motion for (a) Entry of an Order (I) Approving Bidding Procedures; (II) Authorizing Transfer(s) Outside the Ordinary Course of Business; (III) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; (IV) Approving Form of Notice Thereof; and (B) After the Sale Hearing, Entry of an Order (I) Authorizing and Approving the Debtors To Sell the Assets; and (II) Granting Related Relief* [Docket No. 92] (including the exhibits thereto, the "Procedures Order"), approving the procedures in connection with the sale of the Assets and the Stalking Horse Protections, scheduling an Auction and Sale Hearing, and granting other relief sought by the motion [Docket No. 47] ("Procedures Motion").

C. Subject to an order of the Bankruptcy Court and the terms and conditions of this Agreement, the Purchaser and the DIP Lender desire that the Purchaser purchase, and the Sellers have agreed to sell, assign and transfer, the assets described herein (collectively, the "Assets").

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Bankruptcy Court Approval. This Agreement shall not be deemed effective unless and until the Bankruptcy Court enters an order, reasonably acceptable to the Purchaser and the Debtors and substantially in the form attached as **Exhibit 1** (the "Sale Order"), that must:

   a. approve this Agreement without material modification pursuant to section 363 of the Bankruptcy Code, and the Sale Order must become a Final Order (as defined below).

b. Contain at a minimum the following findings:

i. that the Purchaser and the DIP Lender have acted in good faith within the meaning of section 363(m) of the Bankruptcy Code;

ii. that the agents of each of the Committee, the DIP Lender, the Purchaser, and the Debtors all acted in good faith and reasonably regarding the Agreement and Sale;

iii. that all of the Estate's Claims conveyed in paragraph 2.c and paragraph 2.d are exclusively possessed by the Purchaser and by the DIP Lender, respectively;

iv. that the credit bid consideration constitutes reasonably equivalent value and fair consideration.

c. If the Bankruptcy Court declines to approve this Agreement or approves this Agreement only subject to adverse material modifications to the form attached as **Exhibit 1**, this Agreement shall not bind the parties unless all Parties agree in writing (or on the record before the court) to accept those modifications.

d. The "Effective Date" is when the Sale Order becomes a Final Order. Unless stayed by a court before the Effective Date, the Sale Order becomes a "Final Order" fifteen (15) calendar days after its entry on the Docket, or on such earlier date as the Sale Order may provide or the Parties may agree.

2. Asset Acquisition and Assignment. Subject to the terms contained herein, the Debtors grant, bargain, sell, and convey, and further assign and/or hypothecate to Purchaser (and DIP Lender for section c below), all of the Debtors' right, title and interest in the Assets, on an AS IS, WHERE IS basis, without any representations or warranties (except as set forth below), and (subject to any restrictions of this Agreement and the Sale Order) convey those Assets free and clear of liens, claims, interests, and encumbrances as permitted under sections 363(f) and 363(k) of the Bankruptcy Code. The consideration for this Agreement is described below. The Purchaser shall have those protections afforded by sections 363 and 365 of the Bankruptcy Code, except for the Excluded Assets and Interests (defined *infra*). The "Assets" are defined as follows:

a. The tangible assets identified on **Schedule A** (the "Tangible Assets").

b. Debtor owned Intellectual property, including without limitation the intellectual property identified on **Schedule B** hereto, and all trademarks, service marks, marks, patents, copyrights, trade secrets, software, firmware, know-how, processes, methods, industrial designs and designs whether or not specifically listed, to the extent assignable, as well as any associated good will of the Debtors' business (the "Intellectual Property").

c. Claims[1] against any third-party arising from the Intellectual Property.

[1] "Claims" when used in this Agreement means the most extensive definition of any causes of action, equitable, legal, or

d. (Solely conveyed to the DIP Lender but not the Purchaser), all Claims against any current[2] or former officers and/or directors (or any others subject to coverage under any Debtor D&O insurance policy), of any of the Debtors, subject to the limitations and releases of paragraph 4.b.

e. Any license(s), account information, passwords, keys, or the like necessary to access or utilize the Intellectual Property.

For the avoidance of doubt, the Purchaser and DIP Lender assume no liabilities associated with the Assets or the Debtors except as expressly set forth herein.

3. Excluded Assets and Interests. Notwithstanding anything stated in this Agreement, the following property, assets, possessions, rights and interests are expressly excluded from the Assets (the "Excluded Assets and Interests"), all of which will be retained by the Debtors:

a. Any Claims that are not conveyed in Paragraphs 2.d or 2.c, above, insurance payments or policies, tax refunds, and litigation claims that do not arise from the Intellectual Property.

b. Claims for refunds or payments from governmental entities (whether or not a receivable), rights to contribution or indemnity, rights to contractual guarantees or setoffs, claims or receivables based on actions of affiliates, intercompany receivables, cash, money on deposit, certificates of deposit, bonds, claims to payment from or by a surety, refunds of any sort, and/or rights to sue.

c. Any non-Debtor owned tooling, that are marked as customer owned property.

d. Any non-Debtor owned intellectual property in the possession of the Debtors, including but not limited to, trademarks, service marks, marks, patents, copyrights, trade secrets, processes, and designs.

e. Any accounts, commercial paper, or cash-on-hand of the Debtors.

f. Personal effects and belongings of all employees of the Debtors.

4. Consideration. As consideration for the sale, conveyance, assignment and/or hypothecation of the Assets by the Sellers to the Purchaser:

a. The DIP Lender shall discharge two million dollars and zero cents (**$2,000,000**) of the then outstanding obligations under that certain superpriority secured priming multi-draw term loan debtor-in-possession facility by and among the Debtors and the DIP Lender (the "DIP Facility"), as consideration for the Assets (the "Purchase Price")

rights to sue in any forum under any law for any reason.

[2] "Current" defined as holding such role as of the Petition Date, plus Bilal Khan and Robert Linck.

subject to the following conditions and as follows:

i. **Court Approval; Compliance**. On or prior to the Closing Date, (A) the Bankruptcy Court shall have entered the Sale Order, under which the Bankruptcy Court shall have approved and authorized the DIP Lender's ability, pursuant to Section 363(k) of the Bankruptcy Code, to credit bid, in satisfaction of the Purchase Price set forth herein, (B) there shall have been no successful action challenging the Purchaser's or the DIP Lender's right to credit bid any or all of the then outstanding obligations under the DIP Facility, and (C) there shall be no cause under Section 363(k) of the Bankruptcy Code prohibiting the DIP Lender from discharging such amount as is necessary to satisfy the Purchase Price of the then outstanding obligations under the DIP Facility as credit bid consideration for the Assets.

ii. **Promissory Note**. In exchange for the DIP Lender making the credit bid pursuant to this Paragraph 4(a), on or prior to the Closing Date, the Purchaser shall have delivered to the DIP Lender a fully executed copy of the Promissory Note (as defined below) in accordance with its obligations under Paragraph 8(d), *infra*.

iii. **Credit Bid**. On the Closing Date and following satisfaction of the conditions set forth immediately above in Paragraphs 4(b)(i)-(ii), *supra*, the full amount of the Purchase Price shall be deemed offset against the then outstanding obligations under the DIP Facility for the benefit of Sellers, in exchange for the Purchaser's rights and the DIP Lender's rights under this Agreement.

In the event this Agreement is terminated for any or no reason whatsoever, or the Purchaser is not the ultimate purchaser of the Assets, the DIP Lender shall have no obligations of any kind, manner, or nature whatsoever to consummate or otherwise effect the discharge of all or any portion of the Purchase Price.

b. **Release and Limitation on Certain Claims.** Upon the DIP Lender's acquisition of the Claims in paragraph 2.d, above:

i. Those Claims against current directors and officers and employees only shall be released in any amount in excess of the Debtors' insurance coverage and limited to recovery only from such insurance proceeds. Recoveries from all Claims in paragraph 2.d above (whether subject to the limited release identified in this subsection or not) shall be paid to the Estate (subject to the exceptions of subparagraph iii and iv, below), with the DIP Lender waiving any interest it may have in the proceeds thereof;

ii. Those Claims modified by subsection i above and subject to the exceptions in iii and iv below shall be reconveyed to an Estate Representative[3] if the Estate

[3] An "Estate Representative" is a Trustee, Debtor-in-Possession under the Bankruptcy Code, or any other successor to the debtor-in-possession.

Representative makes demand for reconveyance from the DIP Lender before the earlier of:

1. The entry of a Final Decree in the Bankruptcy Cases, or

2. One year after the Effective Date; but provided, however, that

iii. Claims against John de Souza conveyed to the DIP Lender:

1. are transferred without a duty to reconvey to an Estate Representative,

2. may be compromised or pursued by the DIP Lender or its assigns in its sole discretion if the DIP Claim remains outstanding, and will be assigned to the Estate if the DIP Claim is satisfied, and

3. proceeds are paid directly to the DIP Lender, which shall reduce the then outstanding DIP Claim in the amount paid (or to the Estate if the DIP Claim is satisfied).

iv. Notwithstanding the DIP Lender's rights to the contrary, proceeds of any Claims related to federal or state WARN Act violations and/or violations of any relevant labor codes, including but not limited to the California Labor Code §§ 200 *et seq.*, shall be paid to the Estate, with the DIP Lender waiving any interest it may have in the proceeds thereof.

c. **Purchase Price Allocation**. Purchaser may elect, in its sole and absolute discretion, to allocate the Purchase Price among one or more of the Assets.

5. Bidding Procedures. The Debtors obtained approval of the procedures for placing Bids, which are attached to the Procedures Order as Exhibit 1 (the "Bidding Procedures"). The Bidding Procedures are incorporated herein by reference. The Purchaser acknowledges that it has read, and agrees that its participation in the sale process will be subject to, the Bidding Procedures.

6. Purchaser Representations and Warranties. In conjunction with the sale, the Purchaser makes the following representations and warranties:

a. The Purchaser is a corporation formed under the laws of Delaware. The Purchaser is in good standing and is authorized to conduct business within the state of its organization.

b. The Purchaser has obtained any and all corporate approvals necessary to execute this Agreement and consummate the Sale on the terms set forth herein.

c. The Purchaser has sufficient funds to consummate the Sale and make all payments required under this Agreement within the time allotted for such payments.

d. The Purchaser acknowledges that the Sale transaction involves the sale,

conveyance, assignment and/or hypothecation of the Estates' rights, title and interest in the Assets.

e. Any omission or inaccuracy of any information and/or documentation provided by the Debtors and/or any of its agents shall not result in any claim by the Purchaser for damages or cause a material breach of this Agreement. The Purchaser has not relied upon such information and documentation in deciding to proceed with the Sale; rather, the Purchaser has conducted independent due diligence regarding the Assets and has decided to proceed with the acquisition of the Assets based on the information it obtained through its independent research and analysis of the Assets.

f. The Purchaser represents and warrants that either (i) it is not an insider of the Debtors or (ii) it has fully disclosed that it is an insider of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

7. Designation of Executory Contracts; Employees.

a. Purchaser shall identify designated contracts within the categories described in **Schedule C** hereto (the "Designated Contracts") related to the Intellectual Property that it proposes for Sellers to assume and then assign to Purchaser to the extent permitted under the Bankruptcy Code, effective on and as of the Closing Date. Purchaser shall provide to Sellers a final list of Designated Contracts on or before the day before the Closing Date. All executory contracts that Purchaser does not timely designate in writing for assignment to and assumption by Purchaser by the Closing Date shall not be considered a Designated Contract.

b. Purchaser shall pay any cure claims with respect to the Designated Contracts.

c. Between the date that Purchaser is accepted as a Qualified Bidder, (i) the Debtors shall cooperate with Purchaser to make the Debtors' employees or independent contractors available during normal business hours for interviews with Purchaser to discuss possible employment after the Closing Date and (ii) Purchaser may make offers of employment to certain employee(s) of the Debtors (as identified by the Purchaser) on terms of employment reasonably acceptable to the Purchaser for employment on and after the Closing Date.

8. Closing.

a. **In General**. The closing date of the Sale shall be on a date mutually agreed upon by the Purchaser and the Debtors (the "Closing Date"); *provided that*, such date shall not be later than fourteen (14) days after the Effective Date, unless extended by mutual written agreement of the Parties.

b. **Duty to Act in Good Faith**. Good faith is expressly read into every provision of this Agreement and Purchaser is obligated to cooperate with Debtors and the DIP Lender to seek Bankruptcy Court approval of this Agreement.

c. **Debtor Deliveries at Closing**. The Debtors shall deliver to the Purchaser, as applicable, such duly executed bills of sale, assignments and other instruments of assignment, transfer or conveyance, in form and substance reasonably satisfactory to the Purchaser, as the Purchaser may reasonably request or as may be otherwise necessary to evidence and effect the sale, assignment, transfer, conveyance and delivery of the Assets and to put the Purchaser in actual possession and control of the Assets. The Debtors shall also provide reasonable cooperation in the transfer of know-how and access related to the Assets.

d. **Purchaser Deliveries at Closing**. The Purchaser shall deliver to the DIP Lender a fully executed copy of a Secured Convertible Promissory Note, issued by the Purchaser in favor of the DIP Lender, effective as of the Closing Date, substantially in such form attached hereto as **Exhibit 2** (the "Promissory Note").

e. **Post-Closing Covenants**. The Parties agree that, if at any time after the Closing Date any further actions are necessary to carry out the purposes of this Agreement, each of the Parties shall make commercially reasonable efforts to take such further actions (including the execution and delivery of such further instruments and documents) as any other Party may reasonably request, all at the sole cost and expense of the requesting Party, and it being understood that the Debtors' obligations hereunder shall include reasonable efforts to facilitate licensing and/or sub-licensing arrangements that will give the Purchaser access to and the benefit of any non-Debtor owned property necessary or desirable for the preservation of the Assets after the Closing Date by the Purchaser.

f. **Access to Books and Records**. For a period of two (2) years following the Closing Date (or until the final decree closing the Bankruptcy Cases is entered, whichever is earlier), the Purchaser shall provide the Debtors-in-possession or any Estate Representative, and their respective professionals reasonable access during normal business hours to all books, records, documents, and files transferred as part of the Assets to the extent reasonably necessary for (i) the preparation and filing of tax returns, (ii) the administration of claims in the Bankruptcy Cases, (iii) compliance with reporting obligations to the United States Trustee, (iv) pursuit of any reconveyed Claims under Paragraph 4.b.ii, or (v) any other legitimate wind-down purpose. Such access shall be at the requesting party's sole cost and expense.

9. Termination.

a. This Agreement may be terminated by any Party hereto through the provision of written notice of termination to the other Parties upon the occurrence of one or more of the following events:

i. The Bankruptcy Court fails to enter an order approving the sale within two

weeks after the parties' execution of this Agreement.

ii. The Bankruptcy Court enters an order either (i) denying approval of this Agreement and the sale or (ii) approving this Agreement subject to material modifications which are not approved by the Parties in accordance with Paragraph 1 of this Agreement;

iii. The Bankruptcy Court approves the sale of the Assets to a third party and, in the event the Purchaser is the Back-up Bidder, such third party consummates the acquisition of the Assets.

iv. The Closing Date shall not have occurred by twenty-eight (28) days after the Sale Hearing unless extended by the Debtors.

b. Under the Bankruptcy Code, debtors in chapter 11 act as fiduciaries, therefore nothing in this Agreement will require any Debtor to take any action inconsistent with a fiduciary obligation. If a Debtor determines that this Agreement would be reasonably likely to cause it to breach a duty, the Debtor(s) shall so notify the Purchaser and the DIP Lender and this Agreement terminates.

c. This Agreement may be terminated by the Debtors upon written notice to the Purchaser and the DIP Lender if either the Purchaser or the DIP Lender breaches this Agreement and the Purchaser or the DIP Lender, as applicable, fails to cure any such breach in accordance with Paragraph 10.

d. This Agreement may be terminated by the Purchaser or the DIP Lender upon written notice to the Debtors if the Debtors breach this Agreement.

e. This Agreement may be terminated by the DIP Lender upon written notice to the Purchaser if the Purchaser breaches this Agreement.

10. Breach by Purchaser or the DIP Lender. In the event the Purchaser or the DIP Lender fails to close the Sale or timely perform any obligation under this Agreement solely as a result of Purchaser's or the DIP Lender's acts or omissions, this Agreement will thereupon be terminated upon notice provided in accordance with Paragraph 9(c), *supra*, and no Party will have any further rights or obligations hereunder. Notwithstanding anything in this Agreement to the contrary, neither the Purchaser nor the DIP Lender shall be in default with respect to any of its respective obligations hereunder and the Debtors may not terminate this Agreement, unless and until (a) the Purchaser and the DIP Lender each receives written notice from the Debtors specifying such default and the means/remedies to cure such default; and (b) the Purchaser and/or the DIP Lender, as applicable, fails to cure such default within five (5) business days from the receipt of such notice, except that no such cure period shall apply to a default by the Purchaser or the DIP Lender that is the failure to close the Sale on the Closing Date, as may be extended by the written agreement of the Parties.

11. Breach by the Debtors.

a. In the event the Debtors breach any provision of this Agreement and Purchaser

chooses to terminate the Agreement pursuant to Paragraph 9(d), *supra*, the sole and exclusive remedy of the Purchaser shall be to return the Parties to the *status quo ante* through the rescission or termination of this Agreement and the return of any and all funds delivered to the Debtors by the Purchaser in conjunction with this Agreement or the proposed sale. The Purchaser shall not be entitled to pursue or obtain any further or additional monetary damages or legal or equitable remedies against the Debtors or the Estates if Purchaser chooses to terminate the Agreement.

b. In the event the Debtors breach any provision of this Agreement (other than its obligation to close when all other obligations and conditions to closing have been satisfied or waived) and Purchaser chooses not to terminate the Agreement but instead agrees to close the transaction notwithstanding the Debtors' breach, upon closing, the Purchaser shall not be entitled to pursue or obtain any further or additional monetary damages or legal or equitable remedies against the Debtors or the Estates.

c. In the event the Debtors breach this Agreement by refusing to close the transactions contemplated by this Agreement when all other obligations and conditions to closing have been satisfied or waived, and Purchaser chooses not to terminate this Agreement, Purchaser shall be entitled to specific performance of this Agreement; the Debtors or the Estates shall be obligated to reimburse or pay Purchaser's reasonable costs and expenses incurred in connection with obtaining specific performance of this Agreement (which may be paid through an offset against the Purchase Price); and the Purchaser shall not be entitled to pursue or obtain any further or additional monetary damages or legal or equitable remedies against the Debtors or the Estates.

12. Assignment. Neither the Purchaser nor the DIP Lender may assign this Agreement, or any rights hereunder, without the prior written consent of the Debtors. Notwithstanding the foregoing, if the Debtors consent (in their sole and absolute discretion and after presentation of evidence of sufficient financial capability), either the Purchaser or the DIP Lender may assign this Agreement to an entity that is wholly owned and controlled by the Purchaser or the DIP Lender, as applicable (or the members of the Purchaser or the DIP Lender, as applicable), and that expressly assumes in writing all of the Purchaser's obligations or the DIP Lender's obligations, as applicable, hereunder (a "Permitted Assignee"); *provided, however,* that any Permitted Assignee of the Purchaser, concurrently with assuming the Purchaser's obligations under this Agreement, must make in writing the same representations and warranties (adapted as required for the type of entity and state of formation or incorporation) as the Purchaser has made under this Agreement, but if such Permitted Assignee of the Purchaser fails to expressly do so, it shall be deemed to have made such representations and warranties by executing the assignment and assumption agreement with the Purchaser and the breach of any such representations and warranties shall have the same consequences as if the Purchaser had breached such representations and warranties. The Purchaser will give the Debtors sufficient evidence of financial capability and written notice of any Permitted Assignee (or any other proposed assignee) at least five (5) business days prior to the Closing Date, and the Purchaser shall remain liable for any monetary obligation of any Permitted Assignee. No assignment will release the Purchaser from its obligations hereunder.

13. Miscellaneous Provisions.

a. **Partial Invalidity**. Except for those provisions requiring Bankruptcy Court approval and compliance with the Bankruptcy Code, if any term or provision of this Agreement or the application thereof to any individual or entity or particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to individuals or entities or particular circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

b. **Waivers**. No waiver of any breach of this Agreement, or any covenant or provision herein, shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

c. **Successors and Assigns**. Subject to the limitations of Paragraph 12, *supra,* this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the Parties hereto.

d. **Entire Agreement**. This Agreement (including all schedules and exhibits attached hereto) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings (including any so-called "term sheets" or "letters of intent") with respect thereto.

e. **No Third-Party Benefit**. Other than as expressly set forth in Paragraphs 12, 4, and 13.c., this Agreement is for the benefit of the Parties only and is not intended to and shall not confer any rights or benefits upon any other individual or entity, provided however, that persons with Claims released or limited under Paragraph 4.b are third-party beneficiaries of that release/limitation and corresponding protections in the Sale Order, and may enforce those limitations. For the avoidance of doubt, no individual claims of any parties-in-interest against the Debtors' estates or otherwise are being released, impaired, modified or purchased by virtue of this sale, except as specifically described herein with respect to the DIP Lender claims.

f. **Construction**. Paragraph headings are solely for convenience, and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural, the masculine includes the feminine and the neuter, and vice versa. Unless otherwise indicated, all references to Paragraphs (and subparagraphs) are to Paragraphs (and subparagraphs) of this Agreement. All exhibits and schedules referred to in this Agreement are attached and incorporated by this reference. In the event the date on which the Purchaser or the Debtors are required to take any action under the terms of this Agreement

is not a business day, the action will be taken on the next succeeding business day.

g. **Joint Authorship**. This Agreement is the product of negotiation and preparation by and among each Party hereto, and each Party acknowledges that it has had the opportunity to consult with independent counsel of its choosing. Accordingly, this Agreement and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted and construed without reference to the identity of the individual or entity preparing this Agreement on the express understanding and agreement that the Parties participated equally in the negotiation and preparation of this Agreement or have had equal opportunity to do so.

h. **Governing Law/Forum Selection**. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW, AND IN THE ABSENCE OF APPLICABLE FEDERAL LAW, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO THE CHOICE OF LAWS PRINCIPLES THEREOF. By executing this Agreement, each of the Parties hereto hereby (1) irrevocably and unconditionally agrees that any legal action, suit or proceeding with respect to any matter under or arising out of or in connection with this Agreement shall be brought in the Bankruptcy Court and (2) irrevocably accepts and submits itself to the exclusive jurisdiction of the Bankruptcy Court, generally and unconditionally, with respect to any such action, suit or proceeding, and consents to the entry of any final order or judgment by the Bankruptcy Court. If the Bankruptcy Court lacks the requisite jurisdiction or authority to adjudicate any such disputes, the Parties hereto hereby consent to the jurisdiction and venue of the United States District Court for the Southern District of Texas to resolve any such disputes.

i. **Counterparts; Electronic Signatures**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Copies of signatures on documents transmitted by electronic means shall be valid. A Party may change the designated recipient or address(es) for the provision of notice(s) under this Agreement by transmitting a notice of address or recipient change by the means specified in this Paragraph. Any address or recipient change shall be deemed effective upon receipt. Any notices transmitted prior to receipt of a notice of address or recipient change shall be deemed valid and effective.

Notices to Sellers:

Ample, Inc.
99 Park Lane
Brisbane, CA 94005
Attn: Legal

With a copy to:

Getzler Henrich & Associates, LLC
295 Madison Avenue, 20th Floor
New York, NY 10017
Attn: John D. Baumgartner
JBaumgartner@getzlerhenrich.com

Pillsbury Winthrop Shaw Pittman LLP
609 Main Street, Suite 2000
Houston, TX 77002
Attn: Hugh M. Ray, III
hugh.ray@pillsburylaw.com

Andrew V. Alfano
31 West 52nd Street
New York, NY 10019-6131
Attn: Andrew V. Alfano
andrew.alfano@pillsburylaw.com

Notices to Purchaser:

Transform AMP LLC
708 Long Bridge Street #1310
San Francisco, CA 94158
Attn: Raed Masri
raed@transform.vc

With a copy to

Shannon Lee Beatty LLP
2100 Travis Street, STE 1525
Houston, TX 77002
Attn: R. J. Shannon, Max Beatty
rshannon@shannonleellp.com
mbeatty@shannonleellp.com

Notices to DIP Lender:

Twelve Bridge Capital, LLC
2010 Spruce St., Apt. 3
Philadelphia, PA 19103-6569
Attn: Ric Best
ric@12bc.com

With a copy to

Fishel Law, PLLC
602 Sawyer Street, Suite 400
Houston, TX 77007
Attn: Michael Fishel
michael@fishellawgroup.com

[Signature Page Follows]

In witness whereof, the Parties hereto have duly executed this Agreement as of the date first written above.

SELLERS

AMPLE, INC.

By_____

Name:

Title:

Dated:_____

PURCHASER

TRANSFORM AMP LLC

By_____

Name: Raed Masri

Title: Managing Partner

Dated:_____

AMPLE TEXAS EV, LLC

By_____

Name:

Title:

Dated:_____

DIP LENDER

TWELVE BRIDGE CAPITAL, LLC

By_____

Name: Ric Best

Title: Authorized Signatory

Dated:_____

SCHEDULE A

Tangible Assets

- All servers, electronic storage devices, and computers of the Debtors upon which the Intellectual Property is stored.
- All physical papers, drawings, descriptions manuals, instruction guides, or similar documentation describing the Intellectual Property including the following:
    - Station assembly manual - full processes, tools and parameters to get from BOM to fully functional station, including subassemblies;
    - Battery production assembly manual - full processes, tools and parameters to get from BOM to fully functional unit, including subassemblies;
    - Adapter plate production assembly manual - full processes, tools and parameters to get from BOM to fully functional unit, including subassemblies;
    - Battery management system assembly manual - full processes, tools and parameters to get from BOM to fully functional unit, including subassemblies; and
    - video recordings and trainings of all standard operating procedure for installing dismantling, commissioning, preparing for shipping all physical assets, including battery modules, swapping stations, battery production line, adapter plates
- Containers in which any of the foregoing Tangible Assets are maintained.
- Keys or other physical means necessary to access or utilize any of the other Assets.

.v

SCHEDULE B

Intellectual Property

- All web domains of the Debtors, including:
  - ample.com, and
  - getample.com.
- All internally developed software of the Debtors, including all code, source code, and related documentation and Assets, including those reflected on the List of Software, Related Documentation, and Assets attached hereto.
- All patents and patent applications, including those reflected on the List of Patents and Patent Applications attached hereto.
- All trademarks and trade names of the Debtors, including those reflected on the list of trademarks attached hereto.
- Promotional and marketing source and production materials.
- All copyrights of the Debtors, including:
  - Computer code;
  - Marketing materials;
  - Contents of websites;
  - Manuals, instruction guides, or similar documentation; and
  - Other copyrighted material contained in the Intellectual Property.
- All trade secrets of the Debtors, including any process documentation related thereto, including proprietary algorithms, calibration data, and optimization models.
- All designs and configurations owned by the Debtors, including those related to:
  - BMS boards;
  - Battery modules;
  - Battery module controllers;
  - Vehicle plates;
  - Vehicle plate controllers;
  - Station assembly;
  - Station control boards;
  - CAN dbc files; and
  - Configuration files for all systems.

- All other intangible personal property containing information that may be related to the Intellectual Property, including without limitation:
    - All electronic files;
    - Configuration files for all systems;
    - Images or graphical content;
    - Contracts with third parties related to the purchased assets, including those indicated in Schedule C;
    - Contact information for relevant parties related to the Assets, including any vendors, automakers, battery makers, fleets, energy providers, investors, gird companies, government agencies, banks, contractors, consultants, and employees, including such contact's name, title, organization, address, work phone, cell phone, and email address;
    - Emails or other electronic communications;
    - Usernames, combinations, or other credentials necessary to access or utilize any of the other Assets, including those indicated in the List of Credentials, Keys & Secrets attached hereto; and
    - Electronic or digital copies of all items described in Schedule A.

LIST OF SOFTWARE, RELATED DOCUMENTATION, AND ASSETS (REGARDING SCHEDULE B)

Description	Utility
Complete source code for all applications (including Battery Module, Ample Plate, Swapping Station, Cloud & Mobile)	Source Code & Repositories
Full Git history	Source Code & Repositories
All branches, including release branches, hotfix branches, and feature branches in progress	Source Code & Repositories
Git submodules or any vendor/third-party code included in repos	Source Code & Repositories
Mono-repo vs. multi-repo map	Source Code & Repositories
Build scripts, Makefiles, CMakeLists, Dockerfiles, CI/CD pipeline definitions	Source Code & Repositories
Any code generators, IDL files, protobuf/flatbuffer schemas, or auto-generated code with their generators	Source Code & Repositories
Firmware source code for all embedded targets (BMS microcontrollers, plate controllers, robotics controllers)	Source Code & Repositories
FPGA/HDL code if any hardware-programmable logic is involved	Source Code & Repositories
Mobile app source (iOS/Android/cross-platform) including signing configurations	Source Code & Repositories
BMS Software & Firmware	Source Code & Repositories
BMM Software & Firmware(all models)	Source Code & Repositories
BattMan Software & Firmware(all models)	Source Code & Repositories
Jerebro	Source Code & Repositories
Station robotics control for each sub-systems	Source Code & Repositories
Vehicle detection and identification software	Source Code & Repositories
Robotics safety systems to ensure no-collision operations	Source Code & Repositories
Ample Cloud interface and services	Source Code & Repositories
Ample Mobile App	Source Code & Repositories
List of all open-source components used, with license types (GPL, MIT, Apache, etc.)—SBOM (Software Bill of Sale)	Intellectual Property and Legal
Third-party commercial software licenses	Intellectual Property and Legal
System architecture documents (how the four applications interact end-to-end)	Documentation
Network topology diagrams (CAN bus, Ethernet, wireless protocols between modules/plates/station/cloud)	Documentation

Communication protocol specifications (vehicle CAN/UDS, plate-to-module, station-to-cloud, MQTT/gRPC/REST schemas)	Documentation
API documentation (internal APIs between services, external APIs for partners/OEMs)	Documentation
Hardware interface specifications (pinouts, connector types, voltage levels, signal timing)	Documentation
BMS algorithm documentation (SOC estimation method, SOH degradation models, cell balancing strategies, charging profiles)	Documentation
Robotics control documentation (kinematics, motion planning, safety interlocks, collision avoidance logic)	Documentation
Safety-critical system documentation (FMEA, fault trees, safety cases, HAZOP analyses)	Documentation
Regulatory compliance documentation (UL, CE, FCC, any automotive certifications like ISO 26262 or ASIL ratings)	Documentation
Runbooks and operational playbooks for production systems	Documentation
Incident post-mortems and known issues backlog	Documentation
Data dictionaries for all databases	Documentation
Mobile app store listings metadata and release notes history	Documentation
Complete list of all development tools, compilers, IDEs, and their versions	Development Environment & Toolchain
Embedded toolchains (e.g., ARM GCC, IAR, Keil, vendor-specific SDKs) with exact versions	Development Environment & Toolchain
Robotics development tools (e.g., ROS version, simulation environments like Gazebo/Isaac Sim)	Development Environment & Toolchain
Cloud development stack documentation (e.g., languages, frameworks, runtime versions)	Development Environment & Toolchain
Docker images / container registries with all build and runtime images	Development Environment & Toolchain
Package manager lock files (e.g., package-lock.json, Pipfile.lock, Cargo.lock, etc.)	Development Environment & Toolchain
Private package registries or artifact repositories (e.g., npm, PyPI, Maven, Conan, etc.)	Development Environment & Toolchain
Hardware-in-the-loop (HIL) and software-in-the-loop (SIL) test setup documentation	Development Environment & Toolchain
Emulators or simulators for embedded targets	Development Environment & Toolchain
Development board / reference hardware specifications	Development Environment & Toolchain
Cloud account ownership transfer (e.g., AWS, GCP, Azure, etc.)	Infrastructure & Deployment
Infrastructure-as-Code (e.g., Terraform, CloudFormation, Pulumi, Kubernetes manifests)	Infrastructure & Deployment
CI/CD pipeline configurations (e.g., GitHub Actions, Jenkins, GitLab CI, etc.)	Infrastructure & Deployment
Container orchestration configs (e.g., Kubernetes, Helm charts, docker-compose)	Infrastructure & Deployment
DNS records and domain name transfers	Infrastructure & Deployment
SSL/TLS certificates and certificate management setup	Infrastructure & Deployment
CDN and edge configurations	Infrastructure & Deployment
VPN configurations for station-to-cloud connectivity	Infrastructure & Deployment

OTA (Over-The-Air) update infrastructure and signing keys	Infrastructure & Deployment
Firmware update delivery pipeline and rollback mechanisms	Infrastructure & Deployment
Environment configurations (e.g., dev, staging, production) and secrets management (Vault, AWS Secrets Manager)	Infrastructure & Deployment
Monitoring and alerting setup (e.g., Prometheus, Grafana, Datadog, PagerDuty, etc.)	Infrastructure & Deployment
Logging infrastructure (e.g., ELK, CloudWatch, Splunk)	Infrastructure & Deployment
Database instances, schemas, migrations, and production data (or sanitized copies)	Infrastructure & Deployment
Message broker configurations (e.g., Kafka, RabbitMQ, MQTT broker)	Infrastructure & Deployment
All historical telemetry data (e.g., battery cycling data, SOC/SOH logs, voltage/current curves)	Data Assets
Training data for any ML models (e.g., battery degradation prediction, demand forecasting)	Data Assets
Trained ML model weights and training pipelines	Data Assets
Calibration data for BMS (cell characterization curves, temperature compensation tables)	Data Assets
Robotics calibration data (encoder offsets, kinematic parameters, vision system calibrations)	Data Assets
Customer/driver data (with GDPR/CCPA compliance transfer considerations)	Data Assets
Billing and transaction history	Data Assets
Station inventory and asset tracking data	Data Assets
Vehicle compatibility database (which vehicles, which plate configurations)	Data Assets
Bill of Materials (BOM) for all hardware that runs the software (e.g., BMS boards, plate controllers, station PLCs, etc.)	Hardware-Software Interface
PCB designs and schematics (e.g., Altium, KiCad, Eagle files) for custom electronics	Hardware-Software Interface
Hardware abstraction layer (HAL) documentation	Hardware-Software Interface
Bootloader source code and flashing procedures	Hardware-Software Interface
Hardware test fixtures and production test software	Hardware-Software Interface
Supplier contacts for custom hardware components	Hardware-Software Interface
Stock/inventory of spare hardware for development and testing	Hardware-Software Interface
All test suites (unit, integration, system, end-to-end)	Testing & Quality
Test coverage reports and quality gate configurations	Testing & Quality
Hardware-in-the-loop (HIL) test benches and their software	Testing & Quality
Robotics simulation test scenarios	Testing & Quality
Load/stress test configurations for cloud services	Testing & Quality
Security audit reports and penetration test results	Testing & Quality
Static analysis configurations (e.g., SonarQube, Coverity, Polyspace for embedded)	Testing & Quality

Regression test suites for safety-critical components	Testing & Quality

LIST OF PATENTS (REGARDING SCHEDULE B)

Docket No.	Application No.	Title	Country
AMPL.CNPAT.0600	202,380,077,879.7	ELECTRIC VEHICLE BATTERY SERVICE STATION WITH RETRACTABLE WALLS	CN
AMPL.CNPAT.0700	202,080,047,560.6	Modular Electric Battery-Powered Systems and Methods	CN
AMPL.CNPAT.0900	202,280,093,687.0	MULTI-MODULE ELECTRIC VEHICLE BATTERY CONTROL SYSTEM	CN
AMPL.CNPAT.1100	202,380,035,173.4	SELF-ALIGNING MECHANICAL FASTENER	CN
AMPL.CNPAT.1400	202,280,026,063.7	Interface for Coupling Electric Battery and Vehicle Systems	CN
AMPL.EPPAT.0600	23 892 460.9	Electric Vehicle Battery Service Station with Retractable Walls	EP
AMPL.EPPAT.0900	22 715 503.3	Multi-Module Electric Vehicle Battery Control System	EP
AMPL.EPPAT.1100	23 799 838.0	Self-Aligning Mechanical Fastener	EP
AMPL.EPPAT.1400	22 717 516.3	INTERFACE FOR COUPLING ELECTRIC BATTERY AND VEHICLE SYSTEMS	EP
AMPL.INPAT.0900	202,417,078,918.0	MULTI-MODULE ELECTRIC VEHICLE BATTERY CONTROL SYSTEM	IN
AMPL.JPPAT.0600	2025-527678	ELECTRIC VEHICLE BATTERY SERVICE STATION WITH RETRACTABLE WALLS	JP
AMPL.JPPAT.0900	2024-554808	MULTI-MODULE ELECTRIC VEHICLE BATTERY CONTROL SYSTEM	JP
AMPL.JPPAT.1100	2024-564781	SELF-ALIGNING MECHANICAL FASTENER	JP
AMPL.JPPAT.1400	2023-560790	Interface for Coupling Electric Battery and Vehicle Systems	JP
AMPL.KRPAT.0600	10-2025-7019799	ELECTRIC VEHICLE BATTERY SERVICE STATION WITH RETRACTABLE WALLS	KR
AMPL.KRPAT.1100	10-2024-7039815	Self-Aligning Mechanical Fastener	KR
AMPL.MXPAT.0700	MX/a/2021/015565	Modular Electric Battery-Powered Systems and Methods	MX
AMPL.PCTUS.0600	PCT/US2023/079751	Electric Vehicle Battery Service Station with Retractable Walls	WIPO
AMPL.PCTUS.0700	PCT/US20/40070	Modular Electric Battery-Powered Systems and Methods	WIPO
AMPL.PCTUS.0800	PCT/US22/70254	Medical Ventilator Having In-Series Piston Pumps	WIPO
AMPL.PCTUS.0900	PCT/US22/71220	Multi-Module Electric Vehicle Battery Control System	WIPO
AMPL.PCTUS.1100	PCT/US2023/020106	Self-Aligning Mechanical Fastener	WIPO
AMPL.PCTUS.1200	PCT/US2024/017802	Over-Voltage Protection Circuit for Electric Vehicles	WIPO
AMPL.PCTUS.1300	PCT/US2024/028269	Configurable Vehicle Lift and Service Station	WIPO
AMPL.PCTUS.1310	PCT/US2024/028273	Battery-Exchange System and Service Station	WIPO
AMPL.PCTUS.1320	PCT/US2024/029708	Battery-Storage Apparatus and Battery-Exchange System	WIPO
AMPL.PCTUS.1400	PCT/US22/71461	Interface Plate for Coupling Electric Battery and Vehicle Systems	WIPO

AMPL.PCTUS.1500	PCT/US2024/038290	Cooling Plate and Assembly for Swappable Electric-Vehicle Batteries	WIPO
AMPL.PCTUS.1700	PCT/US2025/027496	ELECTRIC VEHICLE BATTERY WITH THERMAL FAILURE PROTECTION	WIPO
AMPL.PCTUS.2300	PCT/US2024/029678	BATTERY-EXCHANGE SERVICE STATION	WIPO
AMPL.PCTUS.2500	PCT/US19/38921	Autonomous Lift System	WIPO
AMPL.USCIP.1410	18/502,420	Interface for Coupling Electric Battery and Vehicle Systems	US
AMPL.USCON.0110	15/006,773	Electric Vehicle Battery Systems With Exchangeable Parallel Electric Vehicle Battery Modules	US
AMPL.USCON.0310	15/667,830	Robot Assisted Modular Battery Interchanging System	US
AMPL.USDES.0100	29/866,802	Electric Vehicle Battery Swapping Station	US
AMPL.USDIV.0210	16/389,496	Automated Self-Aligning Mechanical Fastener	US
AMPL.USDIV.1110	19/033,796	Self-Aligning Mechanical Fastener	US
AMPL.USDIV.2310	19/068,342	Battery-Exchange Service Station	US
AMPL.USPAT.0100	14/138,683	Electric Vehicle Battery Systems With Exchangeable Parallel Electric Vehicle Battery Modules	US
AMPL.USPAT.0200	15/185,973	Automated Self-Aligning Mechanical Fastener	US
AMPL.USPAT.0300	15/185,986	Robot Assisted Modular Battery Interchanging System	US
AMPL.USPAT.0600	18/509,646	Electric Vehicle Battery Service Station with Retractable Walls	US
AMPL.USPAT.1000	18/363,314	Electric Vehicle Battery Charging and Support Rack	US
AMPL.USPAT.1100	18/056,048	Self-Aligning Mechanical Fastener	US
AMPL.USPAT.1200	18/186,468	Over-Voltage Protection Circuit for Electric Vehicles	US
AMPL.USPAT.1300	18/317,985	Configurable Vehicle Lift and Service Station	US
AMPL.USPAT.1320	18/666,365	Battery-Storage Apparatus and Battery-Exchange System	US
AMPL.USPAT.1400	17/221,510	Interface for Coupling Electric Battery and Vehicle Systems	US
AMPL.USPAT.1500	18/775,168	Cooling Plate and Assembly for Swappable Electric-Vehicle Batteries	US
AMPL.USPAT.1700	19/197,403	Electric Vehicle Battery With Thermal Failure Protection	US
AMPL.USPAT.2300	18/666,233	Battery-Exchange Service Station	US
AMPL.USPAT.2500	16/451,156	Autonomous Lift System	US
AMPL.USPAT.2700	19/262,711	Robot Coordination Controller	US
AMPL.USPRO.1800	63/737,992	Spatial Mapping Circuit for Tray Controllers in Electric Vehicles	US

LIST OF TRADEMARKS (REGARDING SCHEDULE B)

Docket Number	Patent Title	Status
AMPLE.TMARK.0100	Ample TM	Registered
AMPLE.TMARK.0200	Ample Logo TM	Registered
AMPLE.TMARK.0300	Electric Cars For Everyone TM	Registered

LIST OF CREDENTIALS, KEYS, AND SECRETS

Description	Utility
All SSH keys, API keys, service account credentials	Credentials, Keys & Secrets
Code signing certificates (firmware, mobile apps)	Credentials, Keys & Secrets
Apple Developer and Google Play Console account transfer	Credentials, Keys & Secrets
App store signing keys and keystores	Credentials, Keys & Secrets
PKI infrastructure and device certificates for station-to-cloud mTLS	Credentials, Keys & Secrets
Encryption keys for data-at-rest and data-in-transit	Credentials, Keys & Secrets
OTA update signing keys	Credentials, Keys & Secrets
OAuth client IDs and secrets for integrations	Credentials, Keys & Secrets
Payment processor credentials (e.g., Stripe, etc.)	Credentials, Keys & Secrets

SCHEDULE C

Categories of Potentially Designated Contracts

1. Third-party software licenses that constitute executory contracts;
2. Licensing agreements with OEMs or partners;
3. SaaS subscriptions;
4. Map/navigation data provider agreements;
5. Cellular/IoT connectivity provider contracts;
6. Cloud provider contracts, including any committed-use contracts or reserved instances;
7. Support contracts for commercial RTOS, middleware, or libraries;
8. Amazon AWS; and
9. Other cloud services related to the intellectual property.

EXHIBIT 1

Sale Order

(*See attached.*)

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)

ORDER (A) APPROVING THE SALE OF PURCHASED ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND OTHER INTERESTS TO TRANSFORM AMP, LLC PURSUANT TO THE ASSET PURCHASE AGREEMENT; (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS; AND (C) GRANTING RELATED RELIEF

The Court having considered the motion (the "Motion"),[2] filed by Ample, Inc. and Ample Texas EV, LLC (the "Debtors") in the above-captioned case, seeking, among other related relief, approval of the sale of the Debtors intellectual property and related tangible property (Assets as defined in the Asset Purchase Agreement are the "Purchased Assets") to (i) Transform AMP, LLC ("Transform AMP, LLC") , and (ii) Twelve Bridge Capital LLC, in its capacity as DIP Lender (the "DIP Lender"), which together submitted a joint bid pursuant to the Asset Purchase Agreement (the DIP Lender and Transform AMP, LLC together, the "Purchasers").

Under the Asset Purchase Agreement (defined below) Purchasers acquire the Purchased Assets free and clear of all liens, claims, and encumbrances. The Court held a hearing (the "Sale Hearing") to consider approval of the Asset Purchase Agreement and the transaction with the Purchasers (the "Sale Transaction"); and the Court considered (i) the Motion and the exhibits thereto, (ii) the *Notice of Modified Sale Process and Extension of the Bid Deadline* [ECF No. 198]

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification numbers are: Ample Inc. (4015) and Ample Texas EV, LLC (6832).

[2] Capitalized terms used but not described in this Order have the meanings ascribed to them in the Motion.

and the *Notice of Second Extension of the Bid Deadline* [ECF No. 207], (iii) the Asset Purchase Agreement, dated as of April 15, 2026, by and between the Purchasers and the Debtors (the "Asset Purchase Agreement"), a copy of which is attached hereto as **Exhibit 1**, In the Asset Purchase Agreement, Debtors agreed, subject to Court approval, among other things, to sell the Purchased Assets therein to the Purchasers, including, without limitation, the Designated Assigned Contracts (as defined herein) that will be assumed and assigned to the Purchasers on the terms and conditions set forth in the Asset Purchase Agreement and herein. The Court has considered (iv) the record of all proceedings in this bankruptcy case; and finds that due and sufficient notice of the Motion and its attachments, the Asset Purchase Agreement, and the form of this order (the "Sale Order") have been provided; and, except as otherwise provided for herein, all objections to the Sale Transaction having been withdrawn, resolved, or overruled; and, after due deliberation and for the reasons set forth on the record of the Sale Hearing, and the Court further finds that the relief granted herein is in the best interests of the Debtors' estate; and good and sufficient cause appearing therefor;

IT HEREBY IS FOUND AND DETERMINED THAT:

A. **Fed. R. Bankr. P. 7052**. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Court's findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing.

B. **Jurisdiction and Venue**. This Court has jurisdiction over the Motion, the Sale Transaction, and over the property of the Debtors' bankruptcy estate, including the Purchased

Assets, pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and other legal predicates for the relief sought in the Motion and granted herein include sections 105, 362, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9008, and 9014.

C. **Final Order**. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the Asset Purchase Agreement. In the absence of a stay pending appeal, the Purchasers, being good faith purchasers under section 363(m) of the Bankruptcy Code, may close the sale contemplated by the Asset Purchase Agreement at any time after entry of this Sale Order, subject to the provisions of the Asset Purchase Agreement.

D. **Notice and Opportunity to Object**. As evidenced by the certificates of service on file with the Court, due, proper, timely, adequate, and sufficient notice and a reasonable opportunity to object or be heard with respect to the Bidding Procedures, the Motion, the Sale Hearing, the Sale Transaction, and the Asset Purchase Agreement, the assumption and assignment of the Designated Assigned Contracts (as defined below), and proposed amounts necessary to cure any defaults thereunder (the "Cure Amounts") has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

E. **Property of Estate**. The Purchased Assets to be sold and assigned by the Debtors to the Purchasers pursuant to the Asset Purchase Agreement are property of the Debtors' estate and all rights are vested in and owned by the Debtors' estate.

F. **Marketing Process**. In accordance with the Bidding Procedures and the *Notice of Modified Sale Process and Extension of the Bid Deadline* [ECF No. 198], (i) the Debtors and its advisors engaged in a closed-bid process (the "Bidding Process") that was sufficient under the circumstances; (ii) the Debtors and its advisors conducted a fair process; (iii) the Bidding Process was non-collusive and provided a full, fair, and reasonable opportunity for any entity to make an offer to purchase the Purchased Assets; and (iv) the process conducted by the Debtors was reasonably calculated to obtain the highest or otherwise best value for the Purchased Assets obtainable under the circumstances.

G. **Corporate Authority**. Subject to this Sale Order, the Debtors acting through the CRO John D. Baumgartner, their advisors, or other authorized representative, will have all necessary power and authority to (i) execute and deliver the Asset Purchase Agreement and all other documents contemplated thereby, (ii) consummate the Sale Transaction, and (iii) execute any document necessary or appropriate to effectuate the Sale Transaction. No consents or approvals, other than those expressly provided for in the Asset Purchase Agreement, are required for the Debtors to consummate the Sale Transaction on behalf of the Debtors and its bankruptcy estate.

H. **Business Justification**. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for entry into and approval of the Asset Purchase Agreement and the other agreements, documents, and instruments deliverable thereunder, pursuant to section 363(b) of the Bankruptcy Code.

I. **Highest and Otherwise Best Offer**. The consideration to be provided pursuant to the Asset Purchase Agreement, consisting of the DIP Lender's bid of $2,000,000 (as a reduction of the DIP Loan) pursuant to section 363(k) of the Bankruptcy Code and payment of any Cure

Amounts for the Designated Assigned Contracts, constitutes (a) fair and reasonable consideration, (b) the highest and otherwise best offer for the Purchased Assets received by the Debtors, and (c) reasonably equivalent value under the circumstances. The Debtors' determination that the Asset Purchase Agreement constitutes the highest and best offer likely obtainable for the Purchased Assets was a valid, sound, and reasonable exercise of the Debtors' business judgment consistent with its fiduciary duties to its bankruptcy estate. The Court finds the terms and conditions set forth in the Asset Purchase Agreement are fair and reasonable under the circumstances. The Asset Purchase Agreement was not entered into by the Purchasers or the Debtors for the purpose of, nor does it have the effect of, hindering, delaying, or defrauding any creditor of the Debtors under any of the foregoing federal or state laws or any other applicable laws.

J. **Good Faith Purchasers**. The Asset Purchase Agreement and the Sale Transaction were proposed, negotiated, and entered into by and among the Debtors, Committee, and the Purchasers without collusion or fraud, in good faith, and at arm's length after a mediation, and they constitute a reasonable business decision of the Debtors. The Purchasers are good faith purchasers within the meaning of Bankruptcy Code section 363(m) and are therefore entitled to the full protection of that provision with respect to the Asset Purchase Agreement, the Sale Transaction, each term of the Asset Purchase Agreement (and any ancillary documents executed in connection therewith, including but not limited to the Secured Note, the related loan documents (together with the Secured Note, the "Loan Documents"), the transfer of Claims, and any bills of sale or intellectual property transfer or assignment agreements) and each term of this Sale Order. The protections afforded by Bankruptcy Code § 363(m) are integral to the Sale Transaction and the Purchasers would not consummate the Sale Transaction without such protections. There has been no showing that the Debtors or the Purchasers have engaged in any action or inaction that

would cause or permit the Asset Purchase Agreement or the Sale Transaction to be avoided or any costs or damages to be imposed under Bankruptcy Code § 363(n). Neither of the Purchasers, nor any of their affiliates, members, controlling partners, officers, directors, principals, or shareholders is an "insider" of the Debtors as that term is defined in Bankruptcy Code section 101(31). No common identity of directors, managers, controlling partners, shareholders, or members exists between the Debtors and the Purchasers. The Court further finds that the Purchasers, Debtors and Committee acted in good faith in structuring and submitting the Asset Purchase Agreement and the mediation leading to it, including the bid, Claims transfer, Claims limitations, transfer of Purchased Assets and all related consideration. The absence of cash consideration does not negate the DIP Lender or Transform AMP, LLC's status as good faith purchasers, and the totality of the consideration provided is sufficient to support the Sale Transaction.

K. **Validity of the Transfer**. As of the closing of the Sale Transaction (the "Closing"), the transfer of Purchased Assets to the Purchasers will be a legal, valid, and effective transfer of such Purchased Assets, and will vest the Purchasers with all rights, title, and interests of the Debtors and the Debtors' estate in and to the Purchased Assets, free and clear of all liens, claims, encumbrances, and other interests, except those expressly retained pursuant to the Asset Purchase Agreement. The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, sections 105(a), 363(b), 363(f), 363(h), 365(f), and 365(m), and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

L. **Legal, Valid, and Binding Transfer**. The Asset Purchase Agreement is a valid and binding contract between the Debtors, on behalf of themselves and the bankruptcy estates, and the Purchasers, and the Asset Purchase Agreement and the terms thereof shall be enforceable

pursuant to its terms. The Asset Purchase Agreement, the Sale Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, any trustee appointed in this bankruptcy case, the Purchasers, and any other party with an interest in the Purchased Assets, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

M. **Free and Clear**. The Purchasers would not have entered into the Asset Purchase Agreement and would not consummate the Sale Transaction if the transfer of the Purchased Assets to the Purchasers and the assumption and assignment of any of the Designated Assigned Contracts to the Purchasers were not free and clear of all liens, claims, encumbrances and other interests except those specifically retained in the Asset Purchase Agreement and as provided for herein, or if the Purchasers would, or in the future could, be liable for any such liens, claims, encumbrances. Subject to the provisions of this Sale Order and except as may be specifically provided in the Asset Purchase Agreement or this Sale Order, the Debtors' sale of the Purchased Assets shall be free and clear of any and all interests, including all liens, claims, and encumbrances, because, in each case, one or more of the standards set forth in sections 363(f)(1) through (5) of the Bankruptcy Code have been satisfied. Each entity with an interest, including any lien, claim, or encumbrance, in the Purchased Assets to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale Transaction or is deemed to have consented to the extent that they did not object; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such lien, claim, interest, or encumbrance; or (iii) otherwise falls within the provisions of Bankruptcy Code § 363(f). Except to the extent expressly set forth in the Asset Purchase Agreement or this Sale Order, this Sale Order is and shall be effective on the date of the Closing (the "Closing Date") as a determination that all liens, claims,

encumbrances, and other interests of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date have been unconditionally released, discharged, and terminated, in each case to the fullest extent permitted by law, and that the conveyances described herein have been effected. Except to the extent expressly set forth in the Asset Purchase Agreement or this Sale Order, the Purchasers shall not be responsible for any liens, claims, encumbrances, and other interests, including any derivative, successor, transferee, or vicarious liability as a result of the transactions authorized herein, including liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of Debtors' business or administration of the bankruptcy estate prior to the Closing or by reason of the transactions contemplated by this Sale Order on account of the Sale Transaction, including any federal, state, or local tax liabilities that the Debtors may incur in connection with the Sale Transaction. Upon the Closing Date, all persons having liens of any kind or nature whatsoever against the Purchased Assets arising prior to the Closing Date and not expressly retained by the Asset Purchase Agreement or this Sale Order shall be forever barred, estopped, and permanently enjoined from pursuing or asserting such liens against the Purchasers or any of its respective assets, property, affiliates, successors, assigns, or the Purchased Assets.

N. **Not a *Sub Rosa* Plan**. The Asset Purchase Agreement and Sale Transaction do not constitute an impermissible *sub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. The Asset Purchase Agreement and the Sale Transaction neither impermissibly restructure the rights of the Debtors' creditors nor impermissibly dictate a liquidating plan for the Debtors.

O. **No Successor, Derivative, or Similar Liability**. The Purchasers (i) are not, and shall not be, considered a successor in interest to the Debtors, (ii) have not, *de facto* or

otherwise, merged or consolidated with or into the Debtors, (iii) are not a continuation or substantial continuation of the Debtors or any enterprise of the Debtors, and (iv) are not holding themselves out to the public as a continuation of the Debtors. There is no continuity or common identity between the Purchasers, any of their affiliates, and the Debtors. The sale and transfer of the Purchased Assets to the Purchasers, including the assumption by the Debtors and assignment, transfer, and/or sale to the Purchasers and the Purchasers' occupation and use of the Purchased Assets will not subject the Purchasers to any liability (including any successor liability) with respect to the operation of any of the Debtors' business before Closing or by reason of such transfer, except that, upon the Closing, the Purchasers shall become liable for the applicable Assumed Liabilities. The Purchasers shall have no obligations with respect to any liabilities of the Debtors or the Debtors' estate arising out of or related to the Purchased Assets, except as expressly provided in the Asset Purchase Agreement. The Sale Transaction contemplated under the Asset Purchase Agreement does not amount to a consolidation, merger or de facto merger of the Purchasers and the Debtors and/or the Debtors' estate. The Purchasers would not have acquired the Purchased Assets if it were liable for claims based upon "successor liability" theories.

P. **Joint Bid Structure**. The Court finds that the Asset Purchase Agreement reflects a joint bid by the Purchasers, pursuant to which the DIP Lender is providing consideration through a bid and reduction of the DIP Loan balance under section 363(k) of the Bankruptcy Code and, in exchange, will receive certain consideration from Transform AMP, LLC as set forth in the Asset Purchase Agreement and related agreements and exhibits. Such structure was fully disclosed, negotiated in good faith, and does not constitute collusion or improper conduct under section 363(n) of the Bankruptcy Code.

Q. **Credit Bid**. Pursuant to sections 363(k) and 363(b) of the Bankruptcy Code, the credit bid was a valid and proper bid as contemplated under the Asset Purchase Agreement and the Bidding Procedures.

R. **Legal and Factual Bases**. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

S. **Necessity of Sale Order**. The Purchasers would not consummate the Sale Transaction without all of the relief provided for in this Sale Order.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is **GRANTED** as set forth herein.

2. Any objections, responses, or reservations of rights filed or asserted in response to the Motion and the relief granted herein, to the extent not resolved as set forth herein, settled, or waived as announced to the Court on the record at the Sale Hearing, are hereby overruled on the merits in their entirety.

Approval of the Asset Purchase Agreement

3. The Asset Purchase Agreement with the Purchasers, including all of its terms and conditions, all schedules and exhibits, all ancillary documents, and all transactions contemplated therein, are hereby approved in all respects.

4. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to (i) execute, deliver, perform under, consummate, and implement the Asset Purchase Agreement and the Sale Transaction together with all additional documents as may be reasonably necessary or desirable to implement the Asset Purchase Agreement, the Sale Transaction and the transfer of the Assets, (ii) take any and all actions as it deems necessary, appropriate, or advisable for the purpose of assigning, transferring, granting, conveying, and conferring the Assets to the Purchasers (or as may be necessary or appropriate to the performance

of the obligations as contemplated by the Asset Purchase Agreement and the Sale Transaction) including, without limitation, any and all actions reasonably requested by the Purchasers that are consistent with this Sale Order, the Asset Purchase Agreement, and the Sale Transaction, and (iii) pay, without further order of this Court, whether before, at or after the Closing Date, any expenses or costs that are required or reasonably contemplated to be paid by the Debtors in order to consummate the transactions contemplated by the Asset Purchase Agreement or perform the obligations under the Asset Purchase Agreement (which payments are deemed authorized by the DIP Lender notwithstanding restrictions in prior orders).

Transfer of the Purchased Assets Free and Clear

5. Pursuant to sections 105(a), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing of the Sale Transaction: (i) the transfer of the Purchased Assets to the Purchasers pursuant to the Asset Purchase Agreement shall constitute a legal, valid, and effective transfer of the Purchased Assets and shall vest the Purchasers with all rights, title, and interests in and to the Purchased Assets; and (ii) the Purchased Assets shall be transferred to the Purchasers free and clear of any and all interests, including all liens, claims, and encumbrances, except those specifically assumed by the Purchasers pursuant to the Asset Purchase Agreement or this Sale Order; and all persons are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, against the Purchasers or the Purchased Assets with respect to any such liens, claims, encumbrances, and other interests. Accordingly, the Purchasers shall not have any derivative, successor, transferee, or vicarious liability as a result of the transactions authorized herein, including liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing or by reason of the transactions

contemplated by this Sale Order, including any federal, state, or local tax liabilities that the Debtors may incur in connection with the Sale Transaction.

6. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a legal, valid, binding, and effective, full, and complete general assignment, conveyance, and transfer of the interests of the Debtors and the Debtors' estate in the Purchased Assets, deed, and/or a bill of sale transferring good and marketable title in and to the Purchased Assets. This Sale Order shall also effectuate the DIP Lender's acquisition of Claims that are Purchased Assets, including specifically Claims against any of the Debtors' current or former officers, directors, agents, insiders, affiliates, control persons or subsidiaries, and this Sale Order further imposes limitations on a recovery on those Claims, some of which may be subject to potential reconveyance to the Estate (as set out in the Asset Purchase Agreement).

7. The Debtors, through the CRO John D. Baumgartner, their advisors, or other authorized representatives, are authorized to execute any documents or instruments on behalf of the Debtors necessary or appropriate to effectuate the Sale Transaction contemplated by this Sale Order.

8. This Sale Order is and shall be effective as a determination that all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order), attributable to any period ending on or before the Closing Date, shall be and are, without further action by any person or entity, unconditionally released, discharged, and terminated with respect to the Purchased Assets as of the Closing Date, except as may otherwise be set forth in the Asset Purchase Agreement or this Sale Order. The provisions of this Sale Order authorizing the sale and assignment of the Purchased Assets free and clear of all liens, claims, encumbrances, and other

interests shall be self-executing, and notwithstanding the failure of the Debtors, the Purchasers, or any other party to execute, file, or obtain releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and/or implement the provisions hereof, all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order) on or against the Purchased Assets, if any, shall be deemed released, discharged, and terminated.

9. Except as otherwise provided herein or in the Asset Purchase Agreement, on the Closing Date, the Debtors and the Debtors' creditors are authorized to execute such documents and instruments and to take all other actions as may be reasonably necessary to document and effectuate the release of their liens, claims, encumbrances, and other interests in the Purchased Assets (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order), if any, as such liens, claims, encumbrances, and other interests, may have been recorded or may otherwise exist. If any such creditor fails to execute any such documents or instruments or take any such actions, the Purchasers and the Debtors are authorized to execute such documents and instruments and to take such actions on behalf of the creditor so as to document the release of such liens, claims, encumbrances, and other interests.

10. To the maximum extent permitted under applicable law, the Purchasers shall be authorized (but not required), as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors (to the extent of the Debtors' rights, title and interest therein) with respect to the Purchased Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchasers with respect to the Purchased Assets as of the Closing Date (unless the Purchasers disclaim said license, permit, registration,

and/or authorization before closing, in writing, and promptly file with the Court a notice of such disclaimer).

11. No governmental unit (as defined in Bankruptcy Code section 101(27)) or any representative thereof may deny, revoke, suspend or refuse to renew any right, license, copyright, patent, trademark, or other permission or similar grant relating to the operation of the Purchased Assets on account of the filing or pendency of this bankruptcy case or the consummation of the Sale Transaction to the extent that any such action by a governmental unit or any representative thereof would violate Bankruptcy Code § 525.

Good Faith; Arm's-Length Sale

12. The consideration provided by the Purchasers under the Asset Purchase Agreement constitutes reasonably equivalent value, fair consideration, and fair value for the Purchased Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and any other applicable law and may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law. Neither the Debtors nor the Purchasers has engaged in any conduct that would cause or permit the Asset Purchase Agreement or the Sale Transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. The Asset Purchase Agreement was not entered into, and the Sale Transaction is not being consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code, or any other applicable laws or escaping liability for any claims against the Debtors. Neither the Debtors nor the Purchasers has entered into the Asset Purchase Agreement or is consummating the Sale Transaction with any fraudulent or otherwise improper purpose.

13. The Asset Purchase Agreement and the Sale Transaction are undertaken by the Purchasers without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Asset Purchase Agreement and the Sale Transaction shall not affect the validity of the sale of the Purchased Assets to the Purchasers, unless this Sale Order is duly stayed pending such appeal. The Purchasers are good faith buyers of the Purchased Assets and are entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

Assumption and Assignment

14. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, the Debtors are authorized to assume the Designated Assigned Contracts (if any) designated for assumption and assignment in accordance with the Asset Purchase Agreement and assign the Designated Assigned Contracts to the Purchasers, free and clear of all claims, liens, encumbrances, and other interests of any kind or nature whatsoever. The Purchasers shall file a final list of Designated Assigned Contracts on or before the day before the Closing Date. All executory contracts that the Purchasers do not timely designate in writing for assignment to and assumption by the Debtors by the Closing Date shall not be considered a Designated Assigned Contract.

15. Subject to and conditioned upon the closing of the Sale Transaction, the Asset Purchase Agreement, and any confirmed plan of reorganization or liquidation, Transform AMP, LLC shall pay the Cure Amounts for the Designated Assigned Contracts within fourteen (14) days after the Closing Date in the amounts set out in the Designated Assigned Contracts.

16. The Purchasers are found to have provided adequate assurance of future performance under the Designated Assigned Contracts within the meaning of section 365 of the Bankruptcy Code.

17. Upon payment of the Cure Amount for the Designated Assigned Contracts, the Designated Assigned Contracts, consistent with the provisions contained herein, shall be transferred to, and remain in full force and effect for the benefit of, the Purchasers in accordance with their respective terms, notwithstanding any provision in any such Designated Assigned Contract (including those of the type described in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, effective upon the Closing and the Debtor and the Debtor's estate shall be relieved from any post-Closing liability with respect to the Designated Assigned Contracts. No sections or provisions of any Designated Assigned Contract that purport to provide for additional payments, penalties, charges, or other financial accommodations in favor of the non-debtor counterparty to the Designated Assigned Contracts shall have any force or effect with respect to the Sale Transaction and assignments authorized by this Sale Order. Such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and are otherwise unenforceable under section 365(e) of the Bankruptcy Code. There shall be no accelerations, assignment fees, increases, or any other fees charged to the Purchasers, the Debtors, or the Debtors' estate caused by the assumption or assignment of Designated Assigned Contracts, the Sale Transaction, or the commencement of this bankruptcy case. No Designated Assigned Contract may be terminated, or the rights of any party modified in any respect, including pursuant to any "change of control" clause, by any other party thereto, as a result of the transactions contemplated by the Asset Purchase Agreement.

18. Upon payment of the Cure Amount for the Designated Assigned Contracts, all defaults or other obligations of the Debtors or the Debtors' estate under the Designated Assigned Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses

or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured, and in no event shall the Purchasers, the Debtors, or the Debtors' estate have any liability whatsoever under any Designated Assigned Contract arising from or related to the time period prior to the Closing Date. The non-debtor counterparties to the Designated Assigned Contracts are forever barred and permanently enjoined from asserting against the Debtors, the Debtors' estate, the Purchasers, and their respective successors and assigns, any default or unpaid obligation allegedly arising or occurring before the Closing, any pecuniary loss resulting from such default, or any other claim or obligation under the Designated Assigned Contracts arising or incurred prior to the Closing, other than the Cure Amounts for the Designated Assigned Contracts. The Cure Amounts shall not be subject to further dispute or audit, including, without limitation, any audit based on performance prior to the Closing Date, irrespective of whether such Designated Assigned Contract contains an audit clause. After the payment of the applicable Cure Amounts, none of the Debtors, the Debtors' estate, or the Purchasers shall have any further liabilities to the counterparties to the Designated Assigned Contracts other than the Purchasers' obligations under the Designated Assigned Contracts that accrue and become due and payable on or after the Closing Date.

19. The Cure Amounts for the Designated Contracts shall be in the amount set out in the Purchase Agreement except as otherwise provided in this Sale Order. Such Cure Amounts shall be deemed to be finally determined, and any such counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Amount at any time.

No Successor Liability

20. The Purchasers have given substantial and adequate consideration under the Asset Purchase Agreement, which consideration shall constitute valid, valuable, and sufficient

consideration for the absolution from any potential claims of successor liability of the Purchasers to the greatest extent allowed by applicable law and neither the Purchasers nor any of their affiliates shall be deemed to: (a) be a legal successor, or otherwise deemed to be a successor, to the Debtors under any theory of law or equity; (b) have, *de facto* or otherwise, merged with or into the Debtors or its estate; (c) have a common identity or a continuity of enterprise with the Debtors; or (d) be a mere continuation or substantial continuation, or be holding itself out as a mere continuation, of the Debtors or any business, enterprise, or operation of the Debtors. Upon the Closing, to the maximum extent available under applicable law, Purchasers' acquisition of the Purchased Assets owned by the Debtors shall be free and clear of any "successor liability" claims and other types of transferee liability of any nature whatsoever, whether known or unknown and whether asserted or unasserted at the time of Closing. The operations of the Purchasers and their affiliates shall not be deemed a continuation of the Debtors' business as a result of the acquisition of the Purchased Assets.

21. Neither the purchase of the Purchased Assets by the Purchasers nor the fact that the Purchasers are using any of the Purchased Assets previously operated by the Debtors will cause the Purchasers to be deemed a successor in any respect to the Debtors' businesses or incur any liability derived therefrom within the meaning of any foreign, federal, state or local revenue, pension, ERISA, WARN, CERCLA, tax, labor, employment, environmental, or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

Other Related Relief

22. All persons that are in possession of some or all of the Purchased Assets as of or after the Closing are hereby directed to surrender possession of such Purchased Assets to the

Purchasers as of the Closing or at such time thereafter as the Purchasers may request. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the Claims transferred under the Asset Purchase Agreement or the ability of the Debtors to transfer the Purchased Assets to the Purchasers. The Debtors agree to exercise commercially reasonable efforts to assist the Purchasers in assuring that all persons that are presently, or on the date of the Closing may be, in possession of some or all of the Purchased Assets in which the Debtors' estate holds an interest will surrender possession of the Purchased Assets either to (i) the Debtors before the Closing Date, or (ii) the Purchasers on or after the date of the Closing.

23. The Court finds that, in light of the Debtors' marketing efforts and the absence of higher or better bids, the DIP Lender's bid reducing its loan in conjunction with the other consideration given represents the only viable transaction available to monetize the Purchased Assets and maximize their value for the estates.

24. The Court further approves, solely for purposes of disclosure and enforcement, Transform AMP, LLC's issuance of the secured convertible promissory note in favor of the DIP Lender and entry into the related Loan Documents (including, without limitation, the Security Agreement, Intellectual Property Security Agreement, and Restrictive Covenants Agreement), as contemplated by the Asset Purchase Agreement. The Court finds that such consideration was fully disclosed, negotiated in good faith, and is integral to the consideration provided in the Sale Transaction.

25. This Sale Order is and shall be binding upon and shall govern acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of fees, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other

persons, who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that the Purchasers are the assignee and owner of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement) (all such entities being referred to as the "Recording Officers"). All Recording Officers are authorized to strike recorded liens, claims, interests, and encumbrances against the Purchased Assets recorded prior to the date of this Sale Order. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any liens and other encumbrances of record, and this Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office. If any person or entity which has filed statements or other documents or agreements evidencing liens on, or other interests in, all or any portion of the Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of all liens, claims, encumbrances, or other interests which the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtors and Purchasers are hereby authorized, on behalf of the Debtors, the Debtors' estate, and each of the Debtors' creditors, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Purchased Assets, or take such other appropriate action, including seeking emergency relief in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction and releases of all such liens, claims, encumbrances, or other interests with respect to the Purchased

Assets. Each and every filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state and local official, and any other person and entity who may be required by operation of law, the duties of its office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets, is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale Transaction contemplated by the Asset Purchase Agreement and approved by this Sale Order.

26. Following the Closing, no holder of any liens, claims, encumbrances, or other interests with respect to the Purchased Assets (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order) or other party in interest may interfere with the Purchasers' use and enjoyment of the Purchased Assets based on or related to such liens, claims, encumbrances, or other interests, or any actions that the Debtors may take in this bankruptcy case, and no party may take any action to prevent, interfere with, or otherwise enjoin consummation of the Sale Transaction.

27. No "bulk sales," "bulk transfer" or similar laws (including those relating to taxes) of any state or other jurisdiction shall apply in any way to the transactions authorized herein, including the Asset Purchase Agreement and the Sale Transaction.

28. Notwithstanding anything in this Order or the Asset Purchase Agreement to the contrary, Transform AMP, LLC shall be solely responsible for (except for Claims transferred exclusively to the DIP Lender), and shall assume, pay, perform, and discharge when due, all costs, expenses, liabilities, and obligations arising from or related to (i) the ownership, use, or operation of the Purchased Assets, (ii) the operation of the business associated with the Purchased Assets, and (iii) the consummation and implementation of the Sale Transaction and the transactions

contemplated by the Asset Purchase Agreement and related agreements. For the avoidance of doubt, the DIP Lender shall have no liability or responsibility for any such post-Closing costs, expenses, liabilities, or obligations.

29. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of any security, or the making or delivery of any instrument of transfer under, in furtherance of, or in connection with the Sale Transaction, including, without limitation, the Asset Purchase Agreement and all ancillary documents and instruments, shall not be subject to any stamp tax, transfer tax, sales tax, use tax, or other similar tax. All filing or recording officers (or any other Person with authority over any of the foregoing) are hereby directed to accept for filing and/or recording any of the foregoing instruments or other documents without the payment of any such taxes.

30. The Purchasers shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Asset Purchase Agreement or any other related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence.

31. This Sale Order and Asset Purchase Agreement shall be binding in all respects upon the Debtors, the Debtors' estate, all claimants and creditors, all holders of equity interests in the Debtors, any holders of liens, claims, encumbrances, or other interests against or on all or any portion of the Purchased Assets, all counterparties to any executory contract or unexpired lease of the Debtors, the Purchasers and their affiliates, successors, and assigns, and any subsequently appointed estate representative or other fiduciary in this bankruptcy case. The Asset Purchase Agreement, the Sale Transaction, and this Sale Order shall be enforceable against and binding

upon, and shall not be subject to rejection or avoidance by, any chapter 7 or chapter 11 trustee appointed in this bankruptcy case. To the extent that anything contained in any plan of reorganization (or liquidation) confirmed in these bankruptcy cases or any order confirming any plan of reorganization (or liquidation) or any other order entered in these bankruptcy cases conflicts with or derogates from the provisions of this Sale Order, this Sale Order shall control.

32. The Asset Purchase Agreement and any related agreements, documents, or other instruments contemplated thereby may be waived, modified, amended, or supplemented by the Debtors and the Purchasers in a writing signed by such parties without further order of the Court; *provided that* the Debtors conclude such waiver, modification, amendment, or supplement does not have a material adverse effect on the applicable Debtor's estate.

33. The failure to include specifically any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety and binding on the parties thereto.

34. To the extent of any inconsistency between the provisions of this Sale Order, the Asset Purchase Agreement, and any documents executed in connection therewith, the provisions contained in (1) this Sale Order, (2) the Asset Purchase Agreement, and (3) any documents executed in connection therewith shall govern, in that order.

35. Upon the Closing, in accordance with section 363(k) and the Asset Purchase Agreement, the portion of the DIP Lender's loan constituting the DIP Lender's credit bid in the amount of $2,000,000 shall be discharged.

36. Nothing in this Sale Order or the Asset Purchase Agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit

that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Sale Order. Nothing in this Sale Order or the Asset Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

37. This Court shall retain exclusive jurisdiction to interpret, implement, and enforce the terms and provisions of the Asset Purchase Agreement and all ancillary documents executed in connection therewith, including, without limitation, the Secured Note and the Loan Documents.

38. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Sale Order.

39. Without further approval of this Court, the Debtors and Purchasers are authorized to execute and deliver, and perform under, one or more amendments, waivers, consents or other modifications to and under the Asset Purchase Agreement and ancillary documents, in each case, in such form as the Debtors and Purchasers may agree; provided that such amendment, waiver, consent, or modification does not materially modify, in a manner adverse to the Debtors' estate, the terms of the Asset Purchase Agreement.

40. This Court retains jurisdiction and power to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order, the Sale Transaction, and the Asset Purchase Agreement, all amendments thereto and any waivers and consents thereunder, and

each of the agreements executed in connection therewith and the transactions contemplated thereby, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transaction.

END OF ORDER # #

EXHIBIT 1

Asset Purchase Agreement

EXHIBIT 2

Promissory Note

(*On file with the Parties*)

EXHIBIT 3

EXHIBIT B

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)

ORDER (A) APPROVING THE SALE OF PURCHASED ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND OTHER INTERESTS TO TRANSFORM AMP, LLC PURSUANT TO THE ASSET PURCHASE AGREEMENT; (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS; AND (C) GRANTING RELATED RELIEF

The Court having considered the motion (the "Motion"),[2] filed by Ample, Inc. and Ample Texas EV, LLC (the "Debtors") in the above-captioned case, seeking, among other related relief, approval of the sale of the Debtors intellectual property and related tangible property (Assets as defined in the Asset Purchase Agreement are the "Purchased Assets") to (i) Transform AMP, LLC ("Transform AMP, LLC") , and (ii) Twelve Bridge Capital LLC, in its capacity as DIP Lender (the "DIP Lender"), which together submitted a joint bid pursuant to the Asset Purchase Agreement (the DIP Lender and Transform AMP, LLC together, the "Purchasers").

Under the Asset Purchase Agreement (defined below) Purchasers acquire the Purchased Assets free and clear of all liens, claims, and encumbrances. The Court held a hearing (the "Sale Hearing") to consider approval of the Asset Purchase Agreement and the transaction with the Purchasers (the "Sale Transaction"); and the Court considered (i) the Motion and the exhibits thereto, (ii) the *Notice of Modified Sale Process and Extension of the Bid Deadline* [ECF No. 198]

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification numbers are: Ample Inc. (4015) and Ample Texas EV, LLC (6832).

[2] Capitalized terms used but not described in this Order have the meanings ascribed to them in the Motion.

and the *Notice of Second Extension of the Bid Deadline* [ECF No. 207], (iii) the Asset Purchase Agreement, dated as of April 15, 2026, by and between the Purchasers and the Debtors (the "Asset Purchase Agreement"), a copy of which is attached hereto as **Exhibit 1**, In the Asset Purchase Agreement, Debtors agreed, subject to Court approval, among other things, to sell the Purchased Assets therein to the Purchasers, including, without limitation, the Designated Assigned Contracts (as defined herein) that will be assumed and assigned to the Purchasers on the terms and conditions set forth in the Asset Purchase Agreement and herein. The Court has considered (iv) the record of all proceedings in this bankruptcy case; and finds that due and sufficient notice of the Motion and its attachments, the Asset Purchase Agreement, and the form of this order (the "Sale Order") have been provided; and, except as otherwise provided for herein, all objections to the Sale Transaction having been withdrawn, resolved, or overruled; and, after due deliberation and for the reasons set forth on the record of the Sale Hearing, and the Court further finds that the relief granted herein is in the best interests of the Debtors' estate; and good and sufficient cause appearing therefor;

IT HEREBY IS FOUND AND DETERMINED THAT:

A. **Fed. R. Bankr. P. 7052**. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Court's findings shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing.

B. **Jurisdiction and Venue**. This Court has jurisdiction over the Motion, the Sale Transaction, and over the property of the Debtors' bankruptcy estate, including the Purchased

Assets, pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and other legal predicates for the relief sought in the Motion and granted herein include sections 105, 362, 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9008, and 9014.

C. **Final Order**. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the Asset Purchase Agreement. In the absence of a stay pending appeal, the Purchasers, being good faith purchasers under section 363(m) of the Bankruptcy Code, may close the sale contemplated by the Asset Purchase Agreement at any time after entry of this Sale Order, subject to the provisions of the Asset Purchase Agreement.

D. **Notice and Opportunity to Object**. As evidenced by the certificates of service on file with the Court, due, proper, timely, adequate, and sufficient notice and a reasonable opportunity to object or be heard with respect to the Bidding Procedures, the Motion, the Sale Hearing, the Sale Transaction, and the Asset Purchase Agreement, the assumption and assignment of the Designated Assigned Contracts (as defined below), and proposed amounts necessary to cure any defaults thereunder (the "Cure Amounts") has been provided in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

E. **Property of Estate**. The Purchased Assets to be sold and assigned by the Debtors to the Purchasers pursuant to the Asset Purchase Agreement are property of the Debtors' estate and all rights are vested in and owned by the Debtors' estate.

F. **Marketing Process**. In accordance with the Bidding Procedures and the *Notice of Modified Sale Process and Extension of the Bid Deadline* [ECF No. 198], (i) the Debtors and its advisors engaged in a closed-bid process (the "Bidding Process") that was sufficient under the circumstances; (ii) the Debtors and its advisors conducted a fair process; (iii) the Bidding Process was non-collusive and provided a full, fair, and reasonable opportunity for any entity to make an offer to purchase the Purchased Assets; and (iv) the process conducted by the Debtors was reasonably calculated to obtain the highest or otherwise best value for the Purchased Assets obtainable under the circumstances.

G. **Corporate Authority**. Subject to this Sale Order, the Debtors acting through the CRO John D. Baumgartner, their advisors, or other authorized representative, will have all necessary power and authority to (i) execute and deliver the Asset Purchase Agreement and all other documents contemplated thereby, (ii) consummate the Sale Transaction, and (iii) execute any document necessary or appropriate to effectuate the Sale Transaction. No consents or approvals, other than those expressly provided for in the Asset Purchase Agreement, are required for the Debtors to consummate the Sale Transaction on behalf of the Debtors and its bankruptcy estate.

H. **Business Justification**. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for entry into and approval of the Asset Purchase Agreement and the other agreements, documents, and instruments deliverable thereunder, pursuant to section 363(b) of the Bankruptcy Code.

I. **Highest and Otherwise Best Offer**. The consideration to be provided pursuant to the Asset Purchase Agreement, consisting of the DIP Lender's bid of $2,000,000 (as a reduction of the DIP Loan) pursuant to section 363(k) of the Bankruptcy Code and payment of any Cure

Amounts for the Designated Assigned Contracts, constitutes (a) fair and reasonable consideration, (b) the highest and otherwise best offer for the Purchased Assets received by the Debtors, and (c) reasonably equivalent value under the circumstances. The Debtors' determination that the Asset Purchase Agreement constitutes the highest and best offer likely obtainable for the Purchased Assets was a valid, sound, and reasonable exercise of the Debtors' business judgment consistent with its fiduciary duties to its bankruptcy estate. The Court finds the terms and conditions set forth in the Asset Purchase Agreement are fair and reasonable under the circumstances. The Asset Purchase Agreement was not entered into by the Purchasers or the Debtors for the purpose of, nor does it have the effect of, hindering, delaying, or defrauding any creditor of the Debtors under any of the foregoing federal or state laws or any other applicable laws.

J. **Good Faith Purchasers**. The Asset Purchase Agreement and the Sale Transaction were proposed, negotiated, and entered into by and among the Debtors, Committee, and the Purchasers without collusion or fraud, in good faith, and at arm's length after a mediation, and they constitute a reasonable business decision of the Debtors. The Purchasers are good faith purchasers within the meaning of Bankruptcy Code section 363(m) and are therefore entitled to the full protection of that provision with respect to the Asset Purchase Agreement, the Sale Transaction, each term of the Asset Purchase Agreement (and any ancillary documents executed in connection therewith, including but not limited to the Secured Note, the related loan documents (together with the Secured Note, the "Loan Documents"), the transfer of Claims, and any bills of sale or intellectual property transfer or assignment agreements) and each term of this Sale Order. The protections afforded by Bankruptcy Code § 363(m) are integral to the Sale Transaction and the Purchasers would not consummate the Sale Transaction without such protections. There has been no showing that the Debtors or the Purchasers have engaged in any action or inaction that

would cause or permit the Asset Purchase Agreement or the Sale Transaction to be avoided or any costs or damages to be imposed under Bankruptcy Code § 363(n). Neither of the Purchasers, nor any of their affiliates, members, controlling partners, officers, directors, principals, or shareholders is an "insider" of the Debtors as that term is defined in Bankruptcy Code section 101(31). No common identity of directors, managers, controlling partners, shareholders, or members exists between the Debtors and the Purchasers. The Court further finds that the Purchasers, Debtors and Committee acted in good faith in structuring and submitting the Asset Purchase Agreement and the mediation leading to it, including the bid, Claims transfer, Claims limitations, transfer of Purchased Assets and all related consideration. The absence of cash consideration does not negate the DIP Lender or Transform AMP, LLC's status as good faith purchasers, and the totality of the consideration provided is sufficient to support the Sale Transaction.

K. **Validity of the Transfer**. As of the closing of the Sale Transaction (the "Closing"), the transfer of Purchased Assets to the Purchasers will be a legal, valid, and effective transfer of such Purchased Assets, and will vest the Purchasers with all rights, title, and interests of the Debtors and the Debtors' estate in and to the Purchased Assets, free and clear of all liens, claims, encumbrances, and other interests, except those expressly retained pursuant to the Asset Purchase Agreement. The consummation of the Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, sections 105(a), 363(b), 363(f), 363(h), 365(f), and 365(m), and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

L. **Legal, Valid, and Binding Transfer**. The Asset Purchase Agreement is a valid and binding contract between the Debtors, on behalf of themselves and the bankruptcy estates, and the Purchasers, and the Asset Purchase Agreement and the terms thereof shall be enforceable

pursuant to its terms. The Asset Purchase Agreement, the Sale Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, any trustee appointed in this bankruptcy case, the Purchasers, and any other party with an interest in the Purchased Assets, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

M. **Free and Clear**. The Purchasers would not have entered into the Asset Purchase Agreement and would not consummate the Sale Transaction if the transfer of the Purchased Assets to the Purchasers and the assumption and assignment of any of the Designated Assigned Contracts to the Purchasers were not free and clear of all liens, claims, encumbrances and other interests except those specifically retained in the Asset Purchase Agreement and as provided for herein, or if the Purchasers would, or in the future could, be liable for any such liens, claims, encumbrances. Subject to the provisions of this Sale Order and except as may be specifically provided in the Asset Purchase Agreement or this Sale Order, the Debtors' sale of the Purchased Assets shall be free and clear of any and all interests, including all liens, claims, and encumbrances, because, in each case, one or more of the standards set forth in sections 363(f)(1) through (5) of the Bankruptcy Code have been satisfied. Each entity with an interest, including any lien, claim, or encumbrance, in the Purchased Assets to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Sale Order, consented to the Sale Transaction or is deemed to have consented to the extent that they did not object; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such lien, claim, interest, or encumbrance; or (iii) otherwise falls within the provisions of Bankruptcy Code § 363(f). Except to the extent expressly set forth in the Asset Purchase Agreement or this Sale Order, this Sale Order is and shall be effective on the date of the Closing (the "Closing Date") as a determination that all liens, claims,

encumbrances, and other interests of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date have been unconditionally released, discharged, and terminated, in each case to the fullest extent permitted by law, and that the conveyances described herein have been effected. Except to the extent expressly set forth in the Asset Purchase Agreement or this Sale Order, the Purchasers shall not be responsible for any liens, claims, encumbrances, and other interests, including any derivative, successor, transferee, or vicarious liability as a result of the transactions authorized herein, including liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of Debtors' business or administration of the bankruptcy estate prior to the Closing or by reason of the transactions contemplated by this Sale Order on account of the Sale Transaction, including any federal, state, or local tax liabilities that the Debtors may incur in connection with the Sale Transaction. Upon the Closing Date, all persons having liens of any kind or nature whatsoever against the Purchased Assets arising prior to the Closing Date and not expressly retained by the Asset Purchase Agreement or this Sale Order shall be forever barred, estopped, and permanently enjoined from pursuing or asserting such liens against the Purchasers or any of its respective assets, property, affiliates, successors, assigns, or the Purchased Assets.

N. **Not a *Sub Rosa* Plan**. The Asset Purchase Agreement and Sale Transaction do not constitute an impermissible *sub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. The Asset Purchase Agreement and the Sale Transaction neither impermissibly restructure the rights of the Debtors' creditors nor impermissibly dictate a liquidating plan for the Debtors.

O. **No Successor, Derivative, or Similar Liability**. The Purchasers (i) are not, and shall not be, considered a successor in interest to the Debtors, (ii) have not, *de facto* or

otherwise, merged or consolidated with or into the Debtors, (iii) are not a continuation or substantial continuation of the Debtors or any enterprise of the Debtors, and (iv) are not holding themselves out to the public as a continuation of the Debtors. There is no continuity or common identity between the Purchasers, any of their affiliates, and the Debtors. The sale and transfer of the Purchased Assets to the Purchasers, including the assumption by the Debtors and assignment, transfer, and/or sale to the Purchasers and the Purchasers' occupation and use of the Purchased Assets will not subject the Purchasers to any liability (including any successor liability) with respect to the operation of any of the Debtors' business before Closing or by reason of such transfer, except that, upon the Closing, the Purchasers shall become liable for the applicable Assumed Liabilities. The Purchasers shall have no obligations with respect to any liabilities of the Debtors or the Debtors' estate arising out of or related to the Purchased Assets, except as expressly provided in the Asset Purchase Agreement. The Sale Transaction contemplated under the Asset Purchase Agreement does not amount to a consolidation, merger or de facto merger of the Purchasers and the Debtors and/or the Debtors' estate. The Purchasers would not have acquired the Purchased Assets if it were liable for claims based upon "successor liability" theories.

P. **Joint Bid Structure**. The Court finds that the Asset Purchase Agreement reflects a joint bid by the Purchasers, pursuant to which the DIP Lender is providing consideration through a bid and reduction of the DIP Loan balance under section 363(k) of the Bankruptcy Code and, in exchange, will receive certain consideration from Transform AMP, LLC as set forth in the Asset Purchase Agreement and related agreements and exhibits. Such structure was fully disclosed, negotiated in good faith, and does not constitute collusion or improper conduct under section 363(n) of the Bankruptcy Code.

Q. **Credit Bid**. Pursuant to sections 363(k) and 363(b) of the Bankruptcy Code, the credit bid was a valid and proper bid as contemplated under the Asset Purchase Agreement and the Bidding Procedures.

R. **Legal and Factual Bases**. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

S. **Necessity of Sale Order**. The Purchasers would not consummate the Sale Transaction without all of the relief provided for in this Sale Order.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is **GRANTED** as set forth herein.

2. Any objections, responses, or reservations of rights filed or asserted in response to the Motion and the relief granted herein, to the extent not resolved as set forth herein, settled, or waived as announced to the Court on the record at the Sale Hearing, are hereby overruled on the merits in their entirety.

Approval of the Asset Purchase Agreement

3. The Asset Purchase Agreement with the Purchasers, including all of its terms and conditions, all schedules and exhibits, all ancillary documents, and all transactions contemplated therein, are hereby approved in all respects.

4. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to (i) execute, deliver, perform under, consummate, and implement the Asset Purchase Agreement and the Sale Transaction together with all additional documents as may be reasonably necessary or desirable to implement the Asset Purchase Agreement, the Sale Transaction and the transfer of the Assets, (ii) take any and all actions as it deems necessary, appropriate, or advisable for the purpose of assigning, transferring, granting, conveying, and conferring the Assets to the Purchasers (or as may be necessary or appropriate to the performance

of the obligations as contemplated by the Asset Purchase Agreement and the Sale Transaction) including, without limitation, any and all actions reasonably requested by the Purchasers that are consistent with this Sale Order, the Asset Purchase Agreement, and the Sale Transaction, and (iii) pay, without further order of this Court, whether before, at or after the Closing Date, any expenses or costs that are required or reasonably contemplated to be paid by the Debtors in order to consummate the transactions contemplated by the Asset Purchase Agreement or perform the obligations under the Asset Purchase Agreement (which payments are deemed authorized by the DIP Lender notwithstanding restrictions in prior orders).

Transfer of the Purchased Assets Free and Clear

5. Pursuant to sections 105(a), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing of the Sale Transaction: (i) the transfer of the Purchased Assets to the Purchasers pursuant to the Asset Purchase Agreement shall constitute a legal, valid, and effective transfer of the Purchased Assets and shall vest the Purchasers with all rights, title, and interests in and to the Purchased Assets; and (ii) the Purchased Assets shall be transferred to the Purchasers free and clear of any and all interests, including all liens, claims, and encumbrances, except those specifically assumed by the Purchasers pursuant to the Asset Purchase Agreement or this Sale Order; and all persons are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, against the Purchasers or the Purchased Assets with respect to any such liens, claims, encumbrances, and other interests. Accordingly, the Purchasers shall not have any derivative, successor, transferee, or vicarious liability as a result of the transactions authorized herein, including liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing or by reason of the transactions

contemplated by this Sale Order, including any federal, state, or local tax liabilities that the Debtors may incur in connection with the Sale Transaction.

6. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a legal, valid, binding, and effective, full, and complete general assignment, conveyance, and transfer of the interests of the Debtors and the Debtors' estate in the Purchased Assets, deed, and/or a bill of sale transferring good and marketable title in and to the Purchased Assets. This Sale Order shall also effectuate the DIP Lender's acquisition of Claims that are Purchased Assets, including specifically Claims against any of the Debtors' current or former officers, directors, agents, insiders, affiliates, control persons or subsidiaries, and this Sale Order further imposes limitations on a recovery on those Claims, some of which may be subject to potential reconveyance to the Estate (as set out in the Asset Purchase Agreement).

7. The Debtors, through the CRO John D. Baumgartner, their advisors, or other authorized representatives, are authorized to execute any documents or instruments on behalf of the Debtors necessary or appropriate to effectuate the Sale Transaction contemplated by this Sale Order.

8. This Sale Order is and shall be effective as a determination that all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order), attributable to any period ending on or before the Closing Date, shall be and are, without further action by any person or entity, unconditionally released, discharged, and terminated with respect to the Purchased Assets as of the Closing Date, except as may otherwise be set forth in the Asset Purchase Agreement or this Sale Order. The provisions of this Sale Order authorizing the sale and assignment of the Purchased Assets free and clear of all liens, claims, encumbrances, and other

interests shall be self-executing, and notwithstanding the failure of the Debtors, the Purchasers, or any other party to execute, file, or obtain releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and/or implement the provisions hereof, all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order) on or against the Purchased Assets, if any, shall be deemed released, discharged, and terminated.

9. Except as otherwise provided herein or in the Asset Purchase Agreement, on the Closing Date, the Debtors and the Debtors' creditors are authorized to execute such documents and instruments and to take all other actions as may be reasonably necessary to document and effectuate the release of their liens, claims, encumbrances, and other interests in the Purchased Assets (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order), if any, as such liens, claims, encumbrances, and other interests, may have been recorded or may otherwise exist. If any such creditor fails to execute any such documents or instruments or take any such actions, the Purchasers and the Debtors are authorized to execute such documents and instruments and to take such actions on behalf of the creditor so as to document the release of such liens, claims, encumbrances, and other interests.

10. To the maximum extent permitted under applicable law, the Purchasers shall be authorized (but not required), as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors (to the extent of the Debtors' rights, title and interest therein) with respect to the Purchased Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchasers with respect to the Purchased Assets as of the Closing Date (unless the Purchasers disclaim said license, permit, registration,

and/or authorization before closing, in writing, and promptly file with the Court a notice of such disclaimer).

11. No governmental unit (as defined in Bankruptcy Code section 101(27)) or any representative thereof may deny, revoke, suspend or refuse to renew any right, license, copyright, patent, trademark, or other permission or similar grant relating to the operation of the Purchased Assets on account of the filing or pendency of this bankruptcy case or the consummation of the Sale Transaction to the extent that any such action by a governmental unit or any representative thereof would violate Bankruptcy Code § 525.

Good Faith; Arm's-Length Sale

12. The consideration provided by the Purchasers under the Asset Purchase Agreement constitutes reasonably equivalent value, fair consideration, and fair value for the Purchased Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and any other applicable law and may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law. Neither the Debtors nor the Purchasers has engaged in any conduct that would cause or permit the Asset Purchase Agreement or the Sale Transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. The Asset Purchase Agreement was not entered into, and the Sale Transaction is not being consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code, or any other applicable laws or escaping liability for any claims against the Debtors. Neither the Debtors nor the Purchasers has entered into the Asset Purchase Agreement or is consummating the Sale Transaction with any fraudulent or otherwise improper purpose.

13. The Asset Purchase Agreement and the Sale Transaction are undertaken by the Purchasers without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Asset Purchase Agreement and the Sale Transaction shall not affect the validity of the sale of the Purchased Assets to the Purchasers, unless this Sale Order is duly stayed pending such appeal. The Purchasers are good faith buyers of the Purchased Assets and are entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

Assumption and Assignment

14. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, the Debtors are authorized to assume the Designated Assigned Contracts (if any) designated for assumption and assignment in accordance with the Asset Purchase Agreement and assign the Designated Assigned Contracts to the Purchasers, free and clear of all claims, liens, encumbrances, and other interests of any kind or nature whatsoever. The Purchasers shall file a final list of Designated Assigned Contracts on or before the day before the Closing Date. All executory contracts that the Purchasers do not timely designate in writing for assignment to and assumption by the Debtors by the Closing Date shall not be considered a Designated Assigned Contract.

15. Subject to and conditioned upon the closing of the Sale Transaction, the Asset Purchase Agreement, and any confirmed plan of reorganization or liquidation, Transform AMP, LLC shall pay the Cure Amounts for the Designated Assigned Contracts within fourteen (14) days after the Closing Date in the amounts set out in the Designated Assigned Contracts.

16. The Purchasers are found to have provided adequate assurance of future performance under the Designated Assigned Contracts within the meaning of section 365 of the Bankruptcy Code.

17. Upon payment of the Cure Amount for the Designated Assigned Contracts, the Designated Assigned Contracts, consistent with the provisions contained herein, shall be transferred to, and remain in full force and effect for the benefit of, the Purchasers in accordance with their respective terms, notwithstanding any provision in any such Designated Assigned Contract (including those of the type described in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, effective upon the Closing and the Debtor and the Debtor's estate shall be relieved from any post-Closing liability with respect to the Designated Assigned Contracts. No sections or provisions of any Designated Assigned Contract that purport to provide for additional payments, penalties, charges, or other financial accommodations in favor of the non-debtor counterparty to the Designated Assigned Contracts shall have any force or effect with respect to the Sale Transaction and assignments authorized by this Sale Order. Such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and are otherwise unenforceable under section 365(e) of the Bankruptcy Code. There shall be no accelerations, assignment fees, increases, or any other fees charged to the Purchasers, the Debtors, or the Debtors' estate caused by the assumption or assignment of Designated Assigned Contracts, the Sale Transaction, or the commencement of this bankruptcy case. No Designated Assigned Contract may be terminated, or the rights of any party modified in any respect, including pursuant to any "change of control" clause, by any other party thereto, as a result of the transactions contemplated by the Asset Purchase Agreement.

18. Upon payment of the Cure Amount for the Designated Assigned Contracts, all defaults or other obligations of the Debtors or the Debtors' estate under the Designated Assigned Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses

or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured, and in no event shall the Purchasers, the Debtors, or the Debtors' estate have any liability whatsoever under any Designated Assigned Contract arising from or related to the time period prior to the Closing Date. The non-debtor counterparties to the Designated Assigned Contracts are forever barred and permanently enjoined from asserting against the Debtors, the Debtors' estate, the Purchasers, and their respective successors and assigns, any default or unpaid obligation allegedly arising or occurring before the Closing, any pecuniary loss resulting from such default, or any other claim or obligation under the Designated Assigned Contracts arising or incurred prior to the Closing, other than the Cure Amounts for the Designated Assigned Contracts. The Cure Amounts shall not be subject to further dispute or audit, including, without limitation, any audit based on performance prior to the Closing Date, irrespective of whether such Designated Assigned Contract contains an audit clause. After the payment of the applicable Cure Amounts, none of the Debtors, the Debtors' estate, or the Purchasers shall have any further liabilities to the counterparties to the Designated Assigned Contracts other than the Purchasers' obligations under the Designated Assigned Contracts that accrue and become due and payable on or after the Closing Date.

19. The Cure Amounts for the Designated Contracts shall be in the amount set out in the Purchase Agreement except as otherwise provided in this Sale Order. Such Cure Amounts shall be deemed to be finally determined, and any such counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Amount at any time.

No Successor Liability

20. The Purchasers have given substantial and adequate consideration under the Asset Purchase Agreement, which consideration shall constitute valid, valuable, and sufficient

consideration for the absolution from any potential claims of successor liability of the Purchasers to the greatest extent allowed by applicable law and neither the Purchasers nor any of their affiliates shall be deemed to: (a) be a legal successor, or otherwise deemed to be a successor, to the Debtors under any theory of law or equity; (b) have, *de facto* or otherwise, merged with or into the Debtors or its estate; (c) have a common identity or a continuity of enterprise with the Debtors; or (d) be a mere continuation or substantial continuation, or be holding itself out as a mere continuation, of the Debtors or any business, enterprise, or operation of the Debtors. Upon the Closing, to the maximum extent available under applicable law, Purchasers' acquisition of the Purchased Assets owned by the Debtors shall be free and clear of any "successor liability" claims and other types of transferee liability of any nature whatsoever, whether known or unknown and whether asserted or unasserted at the time of Closing. The operations of the Purchasers and their affiliates shall not be deemed a continuation of the Debtors' business as a result of the acquisition of the Purchased Assets.

21. Neither the purchase of the Purchased Assets by the Purchasers nor the fact that the Purchasers are using any of the Purchased Assets previously operated by the Debtors will cause the Purchasers to be deemed a successor in any respect to the Debtors' businesses or incur any liability derived therefrom within the meaning of any foreign, federal, state or local revenue, pension, ERISA, WARN, CERCLA, tax, labor, employment, environmental, or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine.

Other Related Relief

22. All persons that are in possession of some or all of the Purchased Assets as of or after the Closing are hereby directed to surrender possession of such Purchased Assets to the

Purchasers as of the Closing or at such time thereafter as the Purchasers may request. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the Claims transferred under the Asset Purchase Agreement or the ability of the Debtors to transfer the Purchased Assets to the Purchasers. The Debtors agree to exercise commercially reasonable efforts to assist the Purchasers in assuring that all persons that are presently, or on the date of the Closing may be, in possession of some or all of the Purchased Assets in which the Debtors' estate holds an interest will surrender possession of the Purchased Assets either to (i) the Debtors before the Closing Date, or (ii) the Purchasers on or after the date of the Closing.

23. The Court finds that, in light of the Debtors' marketing efforts and the absence of higher or better bids, the DIP Lender's bid reducing its loan in conjunction with the other consideration given represents the only viable transaction available to monetize the Purchased Assets and maximize their value for the estates.

24. The Court further approves, solely for purposes of disclosure and enforcement, Transform AMP, LLC's issuance of the secured convertible promissory note in favor of the DIP Lender and entry into the related Loan Documents (including, without limitation, the Security Agreement, Intellectual Property Security Agreement, and Restrictive Covenants Agreement), as contemplated by the Asset Purchase Agreement. The Court finds that such consideration was fully disclosed, negotiated in good faith, and is integral to the consideration provided in the Sale Transaction.

25. This Sale Order is and shall be binding upon and shall govern acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of fees, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other

persons, who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that the Purchasers are the assignee and owner of the Purchased Assets free and clear of all liens, claims, encumbrances, and other interests (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement) (all such entities being referred to as the "Recording Officers"). All Recording Officers are authorized to strike recorded liens, claims, interests, and encumbrances against the Purchased Assets recorded prior to the date of this Sale Order. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any liens and other encumbrances of record, and this Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office. If any person or entity which has filed statements or other documents or agreements evidencing liens on, or other interests in, all or any portion of the Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of all liens, claims, encumbrances, or other interests which the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtors and Purchasers are hereby authorized, on behalf of the Debtors, the Debtors' estate, and each of the Debtors' creditors, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Purchased Assets, or take such other appropriate action, including seeking emergency relief in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction and releases of all such liens, claims, encumbrances, or other interests with respect to the Purchased

Assets. Each and every filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state and local official, and any other person and entity who may be required by operation of law, the duties of its office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets, is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale Transaction contemplated by the Asset Purchase Agreement and approved by this Sale Order.

26. Following the Closing, no holder of any liens, claims, encumbrances, or other interests with respect to the Purchased Assets (other than those expressly assumed by the Purchasers or permitted to survive under the Asset Purchase Agreement or this Sale Order) or other party in interest may interfere with the Purchasers' use and enjoyment of the Purchased Assets based on or related to such liens, claims, encumbrances, or other interests, or any actions that the Debtors may take in this bankruptcy case, and no party may take any action to prevent, interfere with, or otherwise enjoin consummation of the Sale Transaction.

27. No "bulk sales," "bulk transfer" or similar laws (including those relating to taxes) of any state or other jurisdiction shall apply in any way to the transactions authorized herein, including the Asset Purchase Agreement and the Sale Transaction.

28. Notwithstanding anything in this Order or the Asset Purchase Agreement to the contrary, Transform AMP, LLC shall be solely responsible for (except for Claims transferred exclusively to the DIP Lender), and shall assume, pay, perform, and discharge when due, all costs, expenses, liabilities, and obligations arising from or related to (i) the ownership, use, or operation of the Purchased Assets, (ii) the operation of the business associated with the Purchased Assets, and (iii) the consummation and implementation of the Sale Transaction and the transactions

contemplated by the Asset Purchase Agreement and related agreements. For the avoidance of doubt, the DIP Lender shall have no liability or responsibility for any such post-Closing costs, expenses, liabilities, or obligations.

29. Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of any security, or the making or delivery of any instrument of transfer under, in furtherance of, or in connection with the Sale Transaction, including, without limitation, the Asset Purchase Agreement and all ancillary documents and instruments, shall not be subject to any stamp tax, transfer tax, sales tax, use tax, or other similar tax. All filing or recording officers (or any other Person with authority over any of the foregoing) are hereby directed to accept for filing and/or recording any of the foregoing instruments or other documents without the payment of any such taxes.

30. The Purchasers shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Asset Purchase Agreement or any other related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the preceding sentence.

31. This Sale Order and Asset Purchase Agreement shall be binding in all respects upon the Debtors, the Debtors' estate, all claimants and creditors, all holders of equity interests in the Debtors, any holders of liens, claims, encumbrances, or other interests against or on all or any portion of the Purchased Assets, all counterparties to any executory contract or unexpired lease of the Debtors, the Purchasers and their affiliates, successors, and assigns, and any subsequently appointed estate representative or other fiduciary in this bankruptcy case. The Asset Purchase Agreement, the Sale Transaction, and this Sale Order shall be enforceable against and binding

upon, and shall not be subject to rejection or avoidance by, any chapter 7 or chapter 11 trustee appointed in this bankruptcy case. To the extent that anything contained in any plan of reorganization (or liquidation) confirmed in these bankruptcy cases or any order confirming any plan of reorganization (or liquidation) or any other order entered in these bankruptcy cases conflicts with or derogates from the provisions of this Sale Order, this Sale Order shall control.

32. The Asset Purchase Agreement and any related agreements, documents, or other instruments contemplated thereby may be waived, modified, amended, or supplemented by the Debtors and the Purchasers in a writing signed by such parties without further order of the Court; *provided that* the Debtors conclude such waiver, modification, amendment, or supplement does not have a material adverse effect on the applicable Debtor's estate.

33. The failure to include specifically any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety and binding on the parties thereto.

34. To the extent of any inconsistency between the provisions of this Sale Order, the Asset Purchase Agreement, and any documents executed in connection therewith, the provisions contained in (1) this Sale Order, (2) the Asset Purchase Agreement, and (3) any documents executed in connection therewith shall govern, in that order.

35. Upon the Closing, in accordance with section 363(k) and the Asset Purchase Agreement, the portion of the DIP Lender's loan constituting the DIP Lender's credit bid in the amount of $2,000,000 shall be discharged.

36. Nothing in this Sale Order or the Asset Purchase Agreement releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit

that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Sale Order. Nothing in this Sale Order or the Asset Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Sale Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Sale Order or to adjudicate any defense asserted under this Sale Order.

37. This Court shall retain exclusive jurisdiction to interpret, implement, and enforce the terms and provisions of the Asset Purchase Agreement and all ancillary documents executed in connection therewith, including, without limitation, the Secured Note and the Loan Documents.

38. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Sale Order.

39. Without further approval of this Court, the Debtors and Purchasers are authorized to execute and deliver, and perform under, one or more amendments, waivers, consents or other modifications to and under the Asset Purchase Agreement and ancillary documents, in each case, in such form as the Debtors and Purchasers may agree; provided that such amendment, waiver, consent, or modification does not materially modify, in a manner adverse to the Debtors' estate, the terms of the Asset Purchase Agreement.

40. This Court retains jurisdiction and power to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order, the Sale Transaction, and the Asset Purchase Agreement, all amendments thereto and any waivers and consents thereunder, and

each of the agreements executed in connection therewith and the transactions contemplated thereby, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transaction.

END OF ORDER # #

EXHIBIT 1

Asset Purchase Agreement

EXHIBIT 4

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

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

EMERGENCY MOTION FOR (A) ENTRY OF AN ORDER (I) APPROVING BIDDING PROCEDURES; (II) AUTHORIZING TRANSFER(S) OUTSIDE THE ORDINARY COURSE OF BUSINESS; (III) SCHEDULING BID DEADLINE, AUCTION DATE, AND SALE HEARING DATE; (IV) APPROVING FORM OF NOTICE THEREOF; AND (B) AFTER THE SALE HEARING, ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING THE DEBTORS TO SELL THE ASSETS; AND (II) GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than 1:00 p.m. (central time) on January 8, 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.

Ample, Inc., *et al.,* the above-captioned debtors and debtors in possession (collectively, the "Debtors"), hereby file this *Emergency Motion for (A) Entry of an Order (I) Approving Bidding Procedures; (II) Authorizing Transfer(s) Outside the Ordinary Course of Business; (III) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; (IV) Approving Form of Notice Thereof; and (B) After the Sale Hearing, Entry of an Order (I) Authorizing and Approving the*

[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). 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.

Debtors to Sell the Assets; and (II) Granting Related Relief. In support of this motion (this "Motion"), the Debtors respectfully state as follows:

PRELIMINARY STATEMENT

1. By this Motion, the Debtors seek entry of two orders, a Bidding Procedures Order and a Sale Order (each defined below).

2. At the initial hearing (the "Bidding Procedures Hearing"), the Debtors seek entry of an order (the "Bidding Procedures Order"), attached hereto as **Exhibit A**:

> (i) approving bidding procedures; (ii) scheduling a bid deadline, auction date, and sale hearing date; (iii) approving form and manner of notice thereof; and (vi) granting related relief.

3. At the final hearing (the "Sale Hearing"), the Debtors seek entry of an order, the proposed form of which will be filed at a later date, approving the sale (the "Sale Order"):

> (i) authorizing the Debtors to sell substantially all assets of the Debtors (the "Assets" or "Purchased Assets"), to the Stalking Horse Purchaser, if any, or the Successful Bidder[2] free and clear of liens, claims and encumbrances; and (ii) granting related relief.

JURISDICTION AND VENUE

4. The Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O). Venue is proper in this Court under 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 105(a), 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq*. (as amended and modified, the "Bankruptcy Code"), Rules 2002, 6004, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rules 4002-1 and 9013-1(i) of the Bankruptcy Local Rules for the

[2] Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Bidding Procedures Order.

Southern District of Texas (the "Bankruptcy Local Rules"), and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the "Complex Case Procedures").

BACKGROUND

A. General Background

6. On December 16, 2025 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in Chapter 11 Cases.

7. Founded in 2014, Ample's mission is to address fleet electrification challenges by developing modular battery-swapping solutions that make EV energy replenishment fast, convenient, and scalable. The Company has developed proprietary autonomous swapping stations, modular battery systems, and integrated vehicle hardware and software that allow depleted EV batteries to be exchanged for fully charged ones in minutes, without requiring significant vehicle re-engineering and with materially less downtime than conventional charging. Ample's modular stations can be deployed quickly, require a compact footprint, and are designed to support a wide range of OEM vehicle platforms, making them well suited for urban and suburban environments.

8. Additional factual background regarding the Debtors, including their business, their capital structure, and the events leading to the commencement of the Chapter 11 Cases is set forth in the *Declaration of John D. Baumgartner, Chief Restructuring Officer of the Debtors, in Support of the Chapter 11 Petitions and First-Day Relief* [ECF No. 3] (the "First Day Declaration").

B. The Assets

9. The Debtors' significant assets consist of intellectual property and related know-how, developed and proven technology for the proprietary designs for modular battery systems,

robotics, vehicle integration components, swapping-station architecture, and associated software platforms (the "Assets" or the "Purchased Assets"). The Assets represent the core technological value of the enterprise and are central to the Debtors' sale efforts. The Debtors also developed and built a state-of-the-art manufacturing facility that produces the battery module systems, swapping stations and vehicle integration plates. This turnkey facility consists of three (3) fully automated battery assembly lines which use 50+ FANUC 6-axis robotic arms, laser welders, automated dispensing equipment, vision-based quality control, and in-line testing. The lines combined are capable of producing 18 battery modules per hour.

C. The Proposed Sale Process for the Assets

10. To maximize value to the Debtors' estates, the Debtors intend to market and sell the Assets in accordance with the bidding procedures and auction process as more fully set forth in the proposed order (the "Bidding Procedures Order") and accompanying bidding procedures (hereafter, "Bidding Procedures"), attached hereto and incorporated herein by reference. The Debtors request that they be authorized, but not directed, to select a bidder to act as a stalking horse (a "Stalking Horse Purchaser"), and to enter into an asset purchase agreement with such Stalking Horse Purchaser (a "Stalking Horse Agreement") for the sale of the Assets.

11. The Debtors may designate a Stalking Horse Purchaser for the Assets by February 6, 2026 (the "Stalking Horse Designation Deadline"). If a Stalking Horse Purchaser is selected by the Debtors, the Debtors will file and serve a notice (the "Stalking Horse Selection Notice") as soon as reasonably practicable after the Stalking Horse Designation Deadline that: (i) contains information regarding (a) the Stalking Horse Purchaser, (b) its bid for the applicable Purchased Assets (a "Stalking Horse Bid"), and (c) any bid protections that may be payable to the Stalking Horse Purchaser ("Stalking Horse Protections") pursuant to the Bidding Procedures; and (ii) attaches the proposed Stalking Horse Agreement.

12. Thereafter, all parties in interest will have ten (10) days from service of the Stalking Horse Selection Notice (the "Stalking Horse Objection Deadline") to file objections (each, a "Stalking Horse Objection") to the designation of the Stalking Horse Purchaser or any of the terms of the Stalking Horse Agreement, including to any of the proposed Stalking Horse Protections.

13. With respect to any Stalking Horse Selection Notice, if a timely Stalking Horse Objection is filed and served in accordance with the Bidding Procedures Order, the proposed designation of the Stalking Horse Purchaser and the Stalking Horse Protections under such Stalking Horse Agreement will not be deemed approved until either the Stalking Horse Objection is resolved by agreement of the objecting party and the Debtors (in consultation with the DIP Lender) or by order of the Court. If no timely Stalking Horse Objection is filed and served with respect to a Stalking Horse Selection Notice, the Stalking Horse Purchaser shall be deemed approved and the Stalking Horse Protections contemplated by such Stalking Horse Bid (as disclosed in the Stalking Horse Selection Notice) shall be deemed approved without further order of the Court upon the expiration of the Stalking Horse Objection Deadline.

14. To ensure that the Debtors' estates realize the maximum value for the Assets, the Debtors have engaged the Gordian Group, LLC ("Gordian") as an investment banker to market the Assets in accordance with the Bidding Procedures and obtain the highest and best offer for a prompt sale. Thus, any Stalking Horse Bid contained in a Stalking Horse Agreement will be subject to higher or better bids in accordance with the Bidding Procedures.

RELIEF REQUESTED

15. By this Sale Motion, and after notice and a Bidding Procedures Hearing, the Debtors seek entry of a Bidding Procedures Order: (i) approving the Bidding Procedures, substantially in the form attached to the Bidding Procedures Order, in connection with the sale of the Debtors' Assets; (ii) approving the Stalking Horse Protection(s) payable to a Stalking Horse

Purchaser, if any; (iv) scheduling bid deadline, auction date, and Sale Hearing date as set forth below; and (v) approving the form of notice thereof. The Bidding Procedures contemplate the following schedule, subject to Court approval and modification as necessary, in connection with conducting a sale of the Debtors' Assets, as applicable:

Deadline or Event	Date
Stalking Horse Designation Deadline	February 6, 2026 is the date by which the Debtors shall have selected a Stalking Horse Purchaser for the Assets, and file a Stalking Horse Selection Notice; *provided*, *however*, the Debtors may extend the Stalking Horse Designation Deadline in consultation with the DIP Lender.
Stalking Horse Objection Deadline	The last date by which parties in interest must file and serve a Stalking Horse Objection in the event the Debtors file a Stalking Horse Selection Notice shall be ten (10) days after service of the applicable Stalking Horse Selection Notice.
Sale Objection Deadline	February 13, 2026 at 5:00 p.m. (prevailing Central Time) as the last date by which any party in interest must file and serve objections relating to the relief requested in this Sale Motion, except with respect to the conduct at the Auction.
Bid Deadline	February 23, 2026 at 5:00 p.m. (prevailing Central Time) as the last date by which any Potential Bidder may deliver its bid for the Assets.
Auction Date	February 25, 2026 at 10:00 a.m. (prevailing Central Time) is the date and time that an auction (the "Auction") for the Assets, if one is needed, will be held by the Debtors.
Supplemental Sale Objection Deadline	February 27, 2026 at 5:00 p.m. (prevailing Central Time) as the last day by which any party in interest must file and serve objections relating to the conduct at the Auction.
Sale Hearing Date	Subject to Court availability and approval of the Sale Hearing date in the Bidding Procedures Order, the Debtors will seek entry of a Sale Order from the Court at the Sale Hearing to begin on March 2, 2026, to approve and authorize the sale to the Stalking Horse Purchaser or other Successful Bidder on the terms and conditions memorialized in the applicable Asset Purchase Agreement.

16. In addition, the Debtors seek, at the conclusion of the Sale Hearing, entry of a Sale Order: (a) authorizing the sale of the Assets to the Stalking Horse Purchaser or other Successful Bidder, with such sale being free and clear of all liens, claims, and encumbrances, and with such Stalking Horse Purchaser or Successful Bidder being deemed a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code; (b) authorizing the Debtors to engage in non-ordinary course transactions to effectuate the sale; and, (c) granting certain related relief. The proposed form of Sale Order will be filed in advance of the Sale Hearing.

A. Proposed Bidding Procedures

17. Pursuant to this Sale Motion, the Debtors seek to sell the Assets. Pursuant to Bankruptcy Rule 6004(f), sales of property outside the ordinary course of business may be by private sale or auction. The Debtors believe that good cause exists to sell the Assets to a Stalking Horse Purchaser (if any), or to another Successful Bidder after conducting an Auction. An Auction conducted substantially in accordance with the proposed Bidding Procedures will enable the Debtors to obtain the highest and best offer(s) for the Assets and thereby maximize the value for the benefit of the Debtors' estates and creditors.

18. The Debtors submit that the Bidding Procedures attached to the proposed Bidding Procedures Order will afford interested parties a reasonable opportunity to evaluate whether to submit a bid for the Assets. The Bidding Procedures ensure that the Debtors will successfully pursue their marketing and sale process designed to maximize value for the estates. Accordingly, the Debtors request that the Court enter the proposed Bidding Procedures Order submitted herewith and approve the Bidding Procedures.

B. Approval of Sale Notice Procedures

19. Under Bankruptcy Rule 2002(a) and (c), the Debtors are required to notify their creditors of the proposed sale of the Assets, including a disclosure of the time and place of the

Auction, the terms and conditions of the sale, and the deadline for filing any objections thereto. The proposed sale notice (the "Sale Notice") attached hereto as **Exhibit B** contains the type of information required under Bankruptcy Rule 2002(c), and also includes information on the Bidding Procedures. The Debtors' proposed Sale Notice procedures are as follows:

(i) The Debtors shall serve the Sale Notice within five (5) business days after the entry of the Bidding Procedures Order, upon all parties on the Debtors' Master Service List, and, for the avoidance of doubt: (a) counsel to the DIP Lender; (b) the United States Trustee for the Southern District of Texas; (c) all other parties known to the Debtors who have or may have asserted liens, claims, encumbrances, or interests in or against the Assets; (d) the Debtors' thirty (30) largest unsecured creditors (on a consolidated basis); (e) all of the Debtors' creditors as required by Bankruptcy Rule 2002(a)(2); (f) federal, state, and local taxing authorities; (g) all parties that have requested notice pursuant to Bankruptcy Rule 2002; and (h) all parties known to have expressed an interest in a transaction with respect to all or a part of the Assets.

(ii) Any objections to the relief requested in this Sale Motion as relates to the sale of the Assets and the entry of the Sale Order (a "Sale Objection") must: (a) set forth in writing and describe with specificity the factual and legal basis for the Sale Objection; (b) comply with the Bankruptcy Rules and Bankruptcy Local Rules; and (c) be filed with the Clerk of the Court no later than February 13, 2026 at 5:00 p.m. (prevailing Central Time) or such other date as determined by the Court and set forth in the Bidding Procedures Order (the "Sale Objection Deadline").

(iii) The failure of any person or entity to file a Sale Objection by the Sale Objection Deadline shall be deemed consent to the sale of the Assets, except with respect to the conduct at the Auction. Further, the failure to file a Sale Objection by the Sale Objection Deadline shall be a bar to the assertion of an objection, at the Sale Hearing or thereafter, to (a) the sale of the Assets free and clear of any liens, claims, and encumbrances; and (b) the entry of the Sale Order.

(iv) If a Sale Objection is timely filed by the Sale Objection Deadline and the relevant parties are unable to resolve the Sale Objection prior to the commencement of the Sale Hearing, such Sale Objection will be adjudicated at the Sale Hearing or at such other date and time as may be fixed by the Court.

20. The Debtors submit that the Sale Notice to be provided and the method of service proposed herein constitute good, proper and adequate notice of the sale of the Assets and the proceedings to be had with respect thereto. This information will enable interested parties to participate in the Auction and Sale Hearing if they choose. Accordingly, the Debtors request that

the Court approve the form and content of, and procedures related to, the Debtors' proposed Sale Notice.

BASIS FOR RELIEF REQUESTED

A. The Bidding Procedures are Fair and are Designed to Maximize the Value Received for the Purchased Assets Given the Financial Exigencies Facing the Debtors

21. The Bidding Procedures proposed herein are designed to maximize the value received for the Assets by facilitating a competitive bidding process in which all Potential Bidders are encouraged to participate and expend the time, energy and resources necessary to submit competing bids, taking into account the financial exigencies facing the Debtors. The Debtors' believe that the Bidding Procedures, as set forth herein, provide Potential Bidders with sufficient notice and opportunity to complete due diligence and acquire the information necessary to submit a timely and informed bid. The Debtors believe that the period between the filing of this Sale Motion and the Bid Deadline provides a fair and reasonable means for maximizing the return from a sale of the Assets.

22. At the same time, the Bidding Procedures provide the Debtors with the opportunity to consider all competing offers and to select the highest or best offer for the completion of a sale of the Assets. The Bidding Procedures and Auction process will ensure that the consideration ultimately paid for the Purchased Assets will be fair, reasonable, and in the best interest of the Debtors' estates and creditors, and there are sound business reasons to approve the Bidding Procedures.

B. Stalking Horse Protections for Stalking Horse Purchaser are Appropriate

23. If a Stalking Horse Purchaser is ultimately selected for the Assets, the Debtors respectfully submit that any Stalking Horse Protections set forth in a Stalking Horse Agreement

will be fair and reasonable under the exigent circumstances of the Chapter 11 Cases and designed to maximize value in a competitive bidding process.

24. If and to the extent a Stalking Horse Purchaser is selected, all parties in interest (including the DIP Lender) will be sufficiently apprised of any Stalking Horse Protections set forth in the applicable Stalking Horse Agreement, if and when a Stalking Horse Selection Notice is filed by the Debtors. By establishing a Stalking Horse Objection Deadline and permitting all parties in interest to file Stalking Horse Objections, if needed, the rights of all parties to object to approval of Stalking Horse Protections are preserved. Accordingly, as set forth herein, the Debtors submit that the Stalking Horse Protections contemplated in the Bidding Procedures should be approved by the Court.

25. Historically, bankruptcy courts have approved bidding incentives, including breakup fees awarded to an initial bidder, or "stalking horse," in the event of a successful overbid based on the business judgment of the debtor. *See, e.g. In re 995 Fifth Ave. Assocs., L.P.*, 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1992) (bidding incentives may "be legitimately necessary to convince a white knight to enter the bidding by providing some form of compensation for the risks it is undertaking"); *In re Integrated Resources, Inc.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (noting that "the business judgment of the Debtor is the standard applied under the law in this district" and applying the standard to a breakup fee); *Asarco, Inc. v. Elliot Mgmt. (In re Asarco, LLC)*, 650 F.3d 593, 597-98, 601-03 n. 9 (5th Cir. 2011).

26. The Third Circuit Court of Appeals has also addressed the appropriate standard for determining whether proposed bidding incentives in the bankruptcy context are appropriate. In *Calpine Corp. v. O'Brien Envtl. Energy, Inc.*, the Third Circuit held that even though bidding incentives are measured against a business judgment standard in non-bankruptcy transactions, the

administrative expense provisions of section 503(b) of the Bankruptcy Code govern bidding incentives in the bankruptcy context. *Calpine Corp. v. O'Brien Envtl. Energy, Inc. (In re O'Brien Envtl. Energy, Inc.)*, 181 F.3d 527, 534–35 (3d Cir. 1999). Finding no "compelling justification" for treating an application for breakup fees and expenses under section 503(b) any differently from other application for administrative expenses, the Court concluded that "the determination whether break-up fees or expenses are allowable under § 503(b) must be made in reference to general administrative expense jurisprudence. In other words, the allowance and payment of breakup fees, like that of other administrative expenses, depends upon the requesting party's ability to show that the fees were actually necessary to preserve the value of the estate." *Id*. at 535.

27. In *O'Brien*, the Third Circuit identified at least two circumstances in which bidding incentives may provide actual benefit to the estate, thereby justifying administrative expense status. First, there exists an actual benefit to the estate where "assurance of a break-up fee promoted more competitive bidding, such as by inducing a bid that otherwise would not have been made and without which bidding would have been limited." *Id*. at 537. Second, where the availability of bidding incentives induces a prospective buyer to research the value of the debtor and submit a bid that serves as a minimum bid on which other bidders can rely, the initial "bidder may have provided a benefit to the estate by increasing the likelihood that the price at which the debtor is sold will reflect its true worth." *Id*.

28. Both of those circumstances exist here because the inducement of Stalking Horse Protections consisting of a Breakup Fee and Expense Reimbursement (each as defined in the Bidding Procedures) will be critical in persuading any Stalking Horse Purchaser to: (i) expend the time and resources associated with conducting due diligence regarding the Debtors' businesses and the Assets, (ii) make an initial offer (which will serve as a "floor" for other competing bidders in

connection with the Bidding Procedures), and (iii) negotiate and enter into a Stalking Horse Agreement.

29. Under the "administrative expense" standard, as well as the "sound business judgment" standard followed in other jurisdictions and the Fifth Circuit, the Bidding Procedures proposed by the Debtors, including the Stalking Horse Protections, should be approved as fair and reasonable. Here, the proposed Stalking Horse Protections, which remain subject to negotiation by the Debtors in any applicable Stalking Horse Agreement and consultation with the DIP Lender, will consist of a reasonable Breakup Fee plus Expense Reimbursement for actual, reasonable out-of-pocket expenses.

30. The Debtors respectfully submit that the limitations on Stalking Horse Protections provided under any Stalking Horse Agreement are, and will be demonstrated to be, reasonable under the exigent circumstances of these Chapter 11 Cases and comport with the general range of bidding protections approved by bankruptcy courts in Texas. *See, e.g., In re Alta Mesa Resources, Inc., et al.*, No. 19-35133 (MI) (Bankr. S.D. Tex. Jan. 14, 2020) (3% breakup fee and expense reimbursement); *In re Ignite Restaurant Group, Inc., et al.* No. 17-33550 (DRJ) (Bankr. S.D. Tex. June 22, 2017) (3% breakup fee); *In re Stone Energy Corp.*, No. 16-36390 (MI) (Bankr. S.D. Tex. Jan. 18, 2017) (3% breakup fee); *In re UGHS Senior Living, Inc.*, No. 15-80399 (DRJ) (Bankr. S.D. Tex. Nov. 24, 2015) (3% breakup fee and 1% expense reimbursement). Specifically, the Debtors submit that the Stalking Horse Protections: (i) are reasonable in light of the Debtors' potential value of the Purchased Assets and the size of a transaction that would be contemplated by a Stalking Horse Agreement; and (ii) are reasonably related to the fees and expenses incurred by a Stalking Horse Purchaser in relation to its efforts to enter into a Stalking Horse Agreement with the Debtors.

31. The Debtors further believe the proposed Stalking Horse Protections would confer actual benefits upon their bankruptcy estates in the event a Stalking Horse Purchaser is ultimately selected because they are reasonably calculated to incentivize a potential Stalking Horse Purchaser to set the bidding "floor" and induce competitive bidding that may produce higher and better offers for the Purchased Assets. Accordingly, the Debtors respectfully request that the Court approve the Stalking Horse Protections in the Bidding Procedures Order.

C. A Stalking Horse Purchaser or Successful Bidder Should be Entitled to the Protections of Bankruptcy Code Section 363(m)

32. Section 363(m) of the Bankruptcy Code provides that "the reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith …." 11 U.S.C. § 363(m). Under this section, a good faith purchaser is one who purchases assets for value, in good faith, and without notice of adverse claims. *See Miami Ctr. Ltd. P'ship v. Bank of New York*, 838 F.2d 1547, 1554 (11th Cir. 1988); *In re Mark Bell Furniture Warehouse, Inc.*, 992 F.2d 7, 9 (1st Cir. 1993); *In re Willemain v. Kivitz*, 764 F.2d 1019, 1023 (4th Cir. 1985); *In re Congoleum Corp.*, Case No. 03-51524, 2007 WL 1428477 (Bankr. D.N.J. May 11, 2007).

33. As discussed above, the sale process and the Bidding Procedures contemplated as a part thereof (if and in whatever form approved by the Court at the Bidding Procedures Hearing), have been designed to create a fair, open and level playing field. In furtherance of this effort, any transaction reflected in a Stalking Horse Agreement with a Stalking Horse Purchaser will be negotiated by the parties at arm's length and in good faith, and any Stalking Horse Purchaser and its affiliates will not have any relationship to the Debtors that has not been fully disclosed to the Court.

34. Moreover, to the extent a Stalking Horse Purchaser is selected but another Successful Bidder prevails at the Auction, if any, the Debtors will demonstrate at the Sale Hearing that the final Asset Purchase Agreement with the Successful Bidder was negotiated at arm's-length, with each of the parties represented by its own advisors and counsel. Accordingly, the Debtors request that the Stalking Horse Purchaser or other Successful Bidder submitting the Successful Bid be determined to have acted in good faith and be entitled to the protections of a good faith purchaser under section 363(m) of the Bankruptcy Code. *See, e.g.*, *In re United Press Int'l, Inc.*, No. 91 B 13955 (FGC), 1992 U.S. Bankr. LEXIS 842, at *3 (Bankr. S.D.N.Y. May 18, 1992). The Debtors maintain that providing the Stalking Horse Purchaser or other Successful Bidder with such protection will ensure that the maximum price will be received by the Debtors for the Purchased Assets.

D. The Sale of the Purchased Assets Is Authorized Under Bankruptcy Code Section 363(b)

35. At the conclusion of the Sale Hearing, the Debtors request that the Court enter the Sale Order(s) approving the sale of the Purchased Assets to the Stalking Horse Purchaser or Successful Bidder, as applicable.[3] The Debtors submit that the sale of the Purchased Assets is in the best interest of the Debtors' estates and their creditors.

36. Bankruptcy Code section 363(b)(1) provides that a debtor, "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). To approve the use, sale or lease of property outside the ordinary course of business, this Court need only determine that the Debtors' decision is supported by "some articulated business justification," as established by the Second Circuit in *Committee of Equity*

[3] This portion of the relief is requested to be entered after the Sale Hearing in the form of the Sale Order. The Sale Order will be filed at a later date. The Debtors reserve their rights to file supplemental pleadings in support of its request for entry of the Sale Order

Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1070 (2nd Cir. 1983), which decision has been adopted in the Fifth Circuit. *Institutional Creditors of Continental Air Lines, Inc. v. Continental Air Lines, Inc., et al. (In re Continental Air Lines, Inc.),* 780 F.2d 1223, 1226 (5th Cir. 1986); *see also, Fulton State Bank* v. *Schipper,* 933 F.2d 513, 515 (7th Cir. 1991); *In re San Jacinto Glass Industries, Inc.,* 93 B.R. 934, 944 (Bankr. S.D. Tex. 1988); *In re Condere Corp.,* 228 B.R. 615, 628-69 (Bankr. S.D. Miss. 1998).

37. The business judgment rule shields a debtor's management from judicial second-guessing. *See In re Johns-Manville Corp.*, 60 B.R. 612, 615-16 (Bankr. S.D.N.Y. 1986) ("a presumption of reasonableness attaches to a debtor's management decisions"). Once a debtor articulates a valid business justification, "[t]he business judgment rule 'is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.'" *In re Integrated Resources, Inc.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (*quoting Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)). Thus, if a debtor's actions satisfy the business judgment rule, then the transaction in question should be approved under section 363(b)(1) of Bankruptcy Code.

38. When applying the business judgment standard, courts show great deference to a debtor's business decisions. *See GBL Holding Co., Inc. v. Blackburn/Travis/Cole, Ltd.*, 331 B.R. 251, 254 (N.D. Tex. 2005); *In re First Wellington Canyon Assocs.*, 1989 U.S. Dist. LEXIS 10687, at *8-9 (N.D. Ill. Sep. 8, 1989) ("Under this test, the debtor's business judgment . . . must be accorded deference unless shown that the bankrupt's decision was taken in bad faith or in gross abuse of the bankrupt's retained discretion."); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169 (D. Del. 1991); *In re Phoenix Steel Corp.*, 82 B.R. 334, 335-36 (Bankr. D. Del. 1987) (stating that

judicial approval of a § 363 sale requires a showing that the proposed sale is fair and equitable, a good business reason exists for completing the sale and that the transaction is in good faith).

39. The Debtors respectfully submit that their proposed sale of the Assets outside the ordinary course of business fits squarely within the parameters of the sound business judgment test. The Debtors have articulated a sound business purpose for any transaction emanating from the sale or Auction process, including as a baseline, and the transaction contemplated by a potential Stalking Horse Agreement, if applicable. As set forth above, the Debtors, in their business judgment, have determined that it is in the best interest of the estates to consummate a sale of the Assets. In order to monetize the asset for distribution to creditors, it is critical that the Debtors are permitted to consummate a sale of the Assets pursuant to this Sale Motion and any Sale Order entered by the Court.

40. The Debtors believe that any purchase price obtained pursuant to a Stalking Horse Agreement or other Asset Purchase Agreement during the marketing process will be fair and reasonable. Thus, if a Stalking Horse Purchaser is selected, the Debtors will be prepared to close a transaction with the Stalking Horse Purchaser even if no other qualified/legitimate bid is submitted by a competing bidder. However, the fairness and reasonableness of the consideration ultimately paid for the Assets by the applicable Stalking Horse Purchaser, or other Successful Bidder, will be conclusively demonstrated by the exposure of the opportunity to the marketplace in connection with the Bidding Procedures. Accordingly, the Debtors submit that any sale presented in connection with this Sale Motion is warranted and appropriate under section 363(b) of the Bankruptcy Code, and the Sale Order should be entered by the Court.

E. The Sale of the Assets Free and Clear of Liens, Claims, and Interests Is Authorized Under Bankruptcy Code Section 363(f)

41. The Debtors respectfully request that the sale(s) and transfer(s) of the Assets be approved free and clear of all liens, claims, encumbrances and other interests (other than those specifically assumed by a Stalking Horse Purchaser or other Successful Bidder), with all such interests attaching to the net sale proceeds of the Assets to the extent applicable. Such relief is consistent with the provisions of section 363(f) of the Bankruptcy Code in these types of cases.

42. Bankruptcy Code section 363(f) authorizes a debtor to sell assets free and clear of liens, claims, interests and encumbrances if:

> (1) applicable non-bankruptcy law permits sale of such property free and clear of such interests;
>
> (2) such entity consents;
>
> (3) such interest is a lien and the price at which such property is to be sold is greater than the value of all liens on such property;
>
> (4) such interest is in bona fide dispute; or
>
> (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). This provision is supplemented by Bankruptcy Code section 105(a), which provides that "[t]he Court may issue any order, process or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. § 105(a).

43. Because Bankruptcy Code section 363(f) is drafted in the disjunctive, satisfaction of any one of its five requirements will suffice to permit the sale of the Purchased Assets free and clear of the interests. *In re Nature Leisure Times, LLC*, 2007 WL 4554276, *3 (Bankr. E.D. Tex. Dec. 19, 2007) ("The language of § 363(f) is in the disjunctive such that a sale free and clear of an interest can be approved if any one of the aforementioned conditions contained in § 363(f) are satisfied."); *In re Wolverine Radio Co.*, 930 F.2d 1132, 1147 n.24 (6th Cir. 1991) (stating that

Bankruptcy Code section 363(f) is written in the disjunctive; holding that the court may approve the sale 'free and clear' provided at least one of the subsections of section 363(f) is met).

44. The Debtors believe that one or more of the tests under section 363(f) will be satisfied with respect to the transfer(s) of the Assets pursuant to a Sale Order. In particular, the Debtors believe that the DIP Lender and any other secured lenders will consent to the transaction(s) presented for approval at the Sale Hearing. The Debtors further believe section 363(f)(5) will be satisfied. Based on the above, the requirements of section 363(f) of the Bankruptcy Code can be satisfied, and the sale(s) of the Assets free and clear of all liens, claims, encumbrances and other interests is appropriate.

F. The Form, Manner and Extent of Notice of the Sale Motion and the Proposed Sale are Appropriate and Adequate Under the Circumstances

45. The Debtors will serve the Bidding Procedures and Sale Notice in accordance with the Bidding Procedures Order and will serve this Sale Motion as set forth below. The notice of the proposed sale to be provided by the Debtors as set forth herein and in the Bidding Procedures Order sufficiently describes the terms and conditions of the proposed sale.

46. Several sections of the Bankruptcy Code and Bankruptcy Rules dictate the sufficiency of notice and adequacy of service. As discussed below, the content and manner of service of this Sale Motion and the related notices satisfy all such requirements:

a. Bankruptcy Code Section 363 – Bankruptcy Code section 363 provides that a trustee may sell property "after notice and hearing." Under Section 102(1) of the Bankruptcy Code, the phrase "after notice and hearing" means "notice as is appropriate in the particular circumstances, and such opportunity for a hearing as is appropriate in the particular circumstances." 11 U.S.C. § 102(1)(A). As set forth above, creditors have been, and will be, provided notice of the salient details regarding this Sale Motion and the Sale Hearing. Accordingly, notice is sufficient under Bankruptcy Code section 363.

b. Bankruptcy Rule 2002 – Bankruptcy Rule 2002 requires twenty-one (21) days' notice of the proposed sale of property other than in the ordinary course of business. In addition, Bankruptcy Rule 2002 provides that notice of a sale shall

"include the time and place of any public sale, the terms and conditions of any private sale and the time fixed for filing objections." FED. R. BANKR. P. 2002. As set forth above, the notice of this Sale Motion that has been, and will be, provided by the Debtors satisfies each of these requirements.

c. Bankruptcy Rule 6004 – Bankruptcy Rule 6004 requires that notice of sales of property out of the ordinary course of business comply with Bankruptcy Rule 2002. As set forth above, the Debtors have complied with Bankruptcy Rule 2002. Bankruptcy Rule 6004(c) requires service of a motion for authority to sell property free and clear of liens and other interests on parties who have liens or other interests in the property to be sold. A copy of this Sale Motion will be served on parties claiming liens or interests in the Debtors' Assets.

d. Procedural Due Process – The notice of this Sale Motion that is being provided as described herein is "reasonably calculated" to apprise interested parties of the pendency of the matter and to afford them an opportunity to object. See *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950). Parties in interest have been and should be found to have been afforded adequate notice of this Sale Motion, the sale, the Bidding Procedures and the other relief requested herein.

47. The Debtors submit that the notice they have provided and intend to provide as outlined above with respect to the proposed sale and the Bidding Procedures, as applicable, is reasonable and appropriate and constitutes good and adequate notice of the sale of the Assets and the procedures and proceedings related thereto and therefore should be approved by this Court.

G. The Stay of the Sale Order Should be Waived

48. Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale or lease of property … is stayed until the expiration of 14 days after the entry of the order, unless the court orders otherwise." FED. R. BANKR. P. 6004(h). The Debtors request that any Sale Order be effective immediately by providing that the 14-day stay under Bankruptcy Rule 6004(h) is waived. To require the Debtors to delay the closing and the resulting reductions of the Debtors' secured obligations and related adequate protection obligations will burden the estates and require unnecessary expenditures of the Debtors' limited resources.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court (i) enter the Bidding Procedures Order, attached hereto as **Exhibit A**, after the Bidding Procedures Hearing (a) authorizing the Debtors to implement the Bidding Procedures and conduct a marketing and sale process under section 363 of the Bankruptcy Code, and (b) approving the Stalking Horse Protections payable to a Stalking Horse Purchaser, if any; (ii) enter the Sale Order(s), to be filed at a later date, after the Sale Hearing (a) authorizing the Debtors to sell the Assets to a Stalking Horse Purchaser or Successful Bidder free and clear of all liens, claims, encumbrances and other interests, and (b) authorizing the Debtors to take any further action necessary to consummate the sale; and (iii) grant such other and further relief as the Court may deem just and proper.

Date: December 23, 2025

PILLSBURY WINTHROP SHAW PITTMAN LLP

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

Hugh M. Ray, III
TX Bar No. 24004246
Joshua Stenhjem
ND Bar No. 09941
609 Main Street, Suite 2000
Houston, TX 77002
Telephone: 713-276-7600
Facsimile: 713-276-7634
hugh.ray@pillsburylaw.com
joshua.stenhjem@pillsburylaw.com

--and--

Andrew V. Alfano
N.Y. Bar No. 5525241
31 West 52nd Street
New York, NY 10019-6131
Telephone: 212-858-1000
Facsimile: 212-858-1500
andrew.alfano@pillsburylaw.com

Proposed Counsel to the Debtors

EXHIBIT A

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

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

ORDER APPROVING EMERGENCY MOTION FOR (A) ENTRY OF AN ORDER (I) APPROVING BIDDING PROCEDURES; (II) AUTHORIZING TRANSFER(S) OUTSIDE THE ORDINARY COURSE OF BUSINESS; (III) SCHEDULING BID DEADLINE, AUCTION DATE, AND SALE HEARING DATE; (IV) APPROVING FORM OF NOTICE THEREOF; AND (B) AFTER THE SALE HEARING, ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING THE DEBTORS TO SELL THE ASSETS; AND (II) GRANTING RELATED RELIEF

Upon the emergency motion (the "Sale Motion") of Ample, Inc., *et al*. (the "Debtors") in the above-captioned chapter 11 cases (collectively, the "Chapter 11 Cases"), seeking entry of an order (this "Bidding Procedures Order") pursuant to sections 105(a), 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended from time to time, the "Bankruptcy Rules"), and the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Local Rules"), for the entry of orders (i)(a) approving procedures in connection with the sale of the Assets; (b) approving the Stalking Horse Protections; (c); scheduling an Auction and Sale Hearing and approving the form and manner of notice thereof; and (e) granting related relief; and (ii) after the Sale Hearing, entry of an order (the "Sale Order") (a) authorizing the sale of the Purchased Assets to the Successful Bidder (which may be a Stalking Horse

[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). A copy of this notice 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.

Purchaser), free and clear of Encumbrances, except as provided by the relevant Asset Purchase Agreement (or Stalking Horse Agreement); and (b) granting related relief; and the Court having jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and consideration of the Sale Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O); and venue being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Sale Motion being adequate and appropriate under the particular circumstances; and a hearing having been held to consider the relief requested in the Sale Motion (the "Bidding Procedures Hearing"); and upon consideration of the record of the Bidding Procedures Hearing and all proceedings had before the Court; and the Court having found and determined that the relief sought in the Sale Motion is in the best interests of the Debtors, their estates, creditors, and other parties in interest; and that the legal and factual bases set forth in the Sale Motion establish just cause for the relief granted herein; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing, therefore;

IT IS FOUND AND DETERMINED THAT:

A. At the Bidding Procedures Hearing and in the Sale Motion, the Debtors articulated good and sufficient reasons for, and the best interests of their estates will be served by, this Court granting the relief set forth in this Bidding Procedures Order relating to the bidding process, including approval of (1) the bidding procedures attached hereto as **Exhibit 1** (the "Bidding Procedures"), (2) the Stalking Horse Protections, if any, and (3) the form of the Sale Notice.

B. The Debtors have articulated good and sufficient reasons for, and the best interests of their estates will be served by, this Court scheduling a Sale Hearing to consider granting the

other relief requested in the Sale Motion, including approval of a sale and the transfer of the Purchased Asset to the Successful Bidder (or Stalking Horse Purchaser) free and clear of all Encumbrances and other interests pursuant to sections 363(f) and 365 of the Bankruptcy Code.

C. The Stalking Horse Protections (if any Stalking Horse Purchaser is designated), as limited by the approval granted in this Bidding Procedures Order, to be paid to a Stalking Horse Purchaser are: (1) actual and necessary costs and expenses of preserving the Debtors' estates within the meaning of sections 503(b) and 507(a)(2) of the Bankruptcy Code; (2) commensurate to the real and substantial benefits conferred upon the Debtors' estates by any Stalking Horse Purchaser; (3) fair, reasonable and appropriate in light of the size and nature of the proposed Sale, the commitments and accommodations of the Stalking Horse Purchaser that have been made for the benefit of the Debtors' estates, the condition of the Purchased Assets, and the efforts that have been and will be expended by the Stalking Horse Purchaser; and (4) necessary to induce the Stalking Horse Purchaser to pursue the Sale and to continue to be bound by the Stalking Horse Agreement. Accordingly, the Stalking Horse Protections are reasonable and appropriate and represent the best method for maximizing value for the benefit of the Debtors' estates.

D. The Bidding Procedures substantially in the form attached hereto as **Exhibit 1** are fair, reasonable, and appropriate and are designed to maximize the recovery from the Sale of the Assets.

E. The Debtors' proposed Sale Notice is appropriate. Service of the Sale Notice as provided for in the Sale Motion and this Bidding Procedures Order is reasonably calculated to provide all interested parties with timely and proper notice of the Bidding Procedures, the Auction (if necessary) and the Sale Hearing, and no other or further notice is required.

F. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

G. To the extent any of the preceding findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the preceding conclusions of law constitute findings of fact, they are adopted as such.

IT IS HEREBY ORDERED THAT:

1. All objections to the relief requested in the Sale Motion relating to the Bidding Procedures (and all reservations of rights included in any such objections) that have not been withdrawn, waived or settled are overruled except as reflected in the provisions of this Bidding Procedures Order.

Stalking Horse Provisions

2. The Debtors are authorized, but not directed, to select one or more bidders to act as Stalking Horse Purchaser and are authorized, but not directed, to enter into Stalking Horse Agreement(s) with such Stalking Horse Purchaser(s).

3. No later than February 6, 2026 (the "Stalking Horse Designation Deadline"), if the Debtors select a Stalking Horse Purchaser, the Debtors shall file with the Court and serve on the Service Parties (defined herein) a notice that contains information regarding the Stalking Horse Purchaser and the Stalking Horse Bid, including any Stalking Horse Protections, and attaches the proposed Stalking Horse Agreement (the "Stalking Horse Selection Notice"); *provided*, *however*, that the Debtors, in consultation with Twelve Bridge Capital, LLC (the "DIP Lender"), may extend the Stalking Horse Designation Deadline.

4. Parties in interest may file objections ("Stalking Horse Objections") to the designation of the Stalking Horse Purchaser or any of the terms of the Stalking Horse Agreement,

including to any of the proposed Stalking Horse Protections, within ten (10) days after service of the Stalking Horse Selection Notice (the "Stalking Horse Objection Deadline"). If a timely Stalking Horse Objection is filed and served in accordance with the Bidding Procedures and this Bidding Procedures Order, the proposed designation of the Stalking Horse Purchaser and the Stalking Horse Protections under such Stalking Horse Agreement will not be deemed approved until either the Stalking Horse Objection is resolved by agreement of the objecting party and the Debtors (in consultation with the DIP Lender) or by order of the Court. If no timely Stalking Horse Objection is filed and served with respect to a Stalking Horse Bid in accordance with the Bidding Procedures and this Bidding Procedures Order, the Stalking Horse Protections contemplated by such Stalking Horse Bid shall be deemed approved without further order of the Court upon the expiration of the Stalking Horse Objection Deadline.

5. The Stalking Horse Protections are APPROVED and shall be paid in accordance with the terms set forth in any Stalking Horse Agreement. The Debtors' obligation to pay the Stalking Horse Protections shall constitute, pursuant to sections 503 and 507 of the Bankruptcy Code, an administrative expense claim against each of the Debtors' bankruptcy estates. The Stalking Horse Protections payable pursuant to the terms of the Stalking Horse Agreement shall be payable without any further order of this Court.

6. The Debtors' right to seek this Court's approval of one or more Stalking Horse Purchasers, with notice and a hearing, is hereby preserved.

Bidding Procedures

7. The Bidding Procedures attached hereto as **Exhibit 1** are APPROVED and fully incorporated into this Bidding Procedures Order by reference. The failure to specifically include or reference any particular provision of the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such procedures, it being the intent of this Court

that the Bidding Procedures be authorized and approved in their entirety. The Bidding Procedures shall govern all Bids and bidding procedures relating to the Sale of the Purchased Assets. Any party desiring to submit a Bid shall do so strictly in accordance with the terms of the Bidding Procedures and this Bidding Procedures Order. The Debtors are authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures.

8. Any deposits made by a Stalking Horse Purchaser or other bidder shall be held in escrow by the Debtors or their agent, and shall not become property of the Debtors' bankruptcy estates, unless and until released from escrow to the Debtors pursuant to the terms of the applicable escrow agreement.

9. The Bid Deadline shall be **February 23, 2026 at 5:00 p.m. (prevailing Central Time)**.

10. The Debtors, in consultation with the DIP Lender, shall have the right to determine whether a bid is a Qualified Bid and shall notify all Potential Bidders whether they have been designated as a Qualified Bidder, as promptly as practicable after a Potential Bidder delivers the materials required by the Bidding Procedures; *provided, however*, that a Stalking Horse Purchaser shall be deemed a Qualified Bidder for all purposes, and a Stalking Horse Bid shall be deemed a Qualified Bid for all purposes in connection with the bidding process, the Auction, and the Sale.

11. The Auction, if an auction is necessary, shall be held at **10:00 a.m. (prevailing Central Time) on February 25, 2026**, telephonically pursuant to instructions to be provided at a later date by the Debtors to parties entitled to attend the Auction, or the Auction will be held at such other time or manner as shall be timely communicated to any Stalking Horse Purchaser, Qualified Bidder, and the DIP Lender. If no Qualified Bid other than the Stalking Horse Bid is received before the Bid Deadline, no Auction shall be conducted, the Stalking Horse Purchaser

shall be deemed the Successful Bidder and the Debtors will proceed to request at the Sale Hearing that the Court approve the Sale in accordance with the Stalking Horse Agreement.

12. As soon as reasonably practicable after the conclusion of the Auction, but no later than the first business day following the conclusion of the Auction, the Debtors shall file notice of the identity of the Successful Bidder, the Back-Up Bidder, if any, and the respective amounts of such bids, and shall serve such notice by first class United States Mail or email (where available) to: (i) the Debtors' Master Service List; (ii) the United States Trustee for the Southern District of Texas; (iii) the DIP Lender; and (iv) any party requesting notice pursuant to Bankruptcy Rule 2002.

13. Objections, if any, to the manner in which the Auction was conducted and selection of the Successful Bidder must (a) be filed with the Clerk of the Court no later than **February 27, 2026 at 5:00 p.m. (prevailing Central Time)** (the "Supplemental Sale Objection Deadline"); (b) set forth in writing and describe with specificity the factual and legal basis for the Supplemental Sale Objection; and (c) comply with the Bankruptcy Rules and Bankruptcy Local Rules (any such objection, a "Supplemental Sale Objection"). Failure to file timely or appropriately a Supplemental Sale Objection by the Supplemental Sale Objection Deadline shall be deemed to be consent to the Successful Bidder and the manner in which the Auction was conducted, the Successful Bidder, the Backup Bidder, or the Sale to the Successful Bidder or the Backup Bidder.

14. If an Auction is conducted, each Qualified Bidder attending shall be required to confirm that it has not engaged in any collusion, within the meaning of section 363(n) of the Bankruptcy Code, with respect to the bidding or the Sale. The Auction shall be recorded or transcribed; *provided, however*, that, in consultation with the DIP Lender, the Debtors may change

the format of the Auction to a closed bid auction in lieu of a public Auction with incremental bidding.

15. Subject to the terms of the Bidding Procedures, in the event of a competing Qualified Bid, the Stalking Horse Purchaser (if any) will be entitled, but not obligated, to submit overbids and will be entitled in any such overbids to credit bid all its claims for Stalking Horse Protections pursuant to section 363(k) of the Bankruptcy Code.

16. Subject to the terms of the Bidding Procedures, the Debtors shall determine which Qualified Bid is the highest or otherwise best offer for the Purchased Assets, giving effect to the Stalking Horse Protections payable to the Stalking Horse Purchaser (if any), as well as any additional liabilities to be assumed by the relevant Qualified Bidder or Stalking Horse Purchaser and any additional costs which may be imposed on the Debtors, in consultation with the Debtors' advisors and with the DIP Lender; *provided, however*, if each Qualified Bid exceeds the DIP obligations owed to the DIP Lender, then the Debtors may consult with the DIP Lender in the Debtors' sole discretion. For purposes of valuing Qualified Bids and determining the Successful Bid(s), the full face amount of a credit bid shall be deemed to have the same value as the equivalent amount of cash. The Debtors shall notify the respective Stalking Horse Purchaser and the DIP Lender promptly upon the selection of the Successful Bid.

17. The Debtors explicitly reserve the right, in their business judgment and after consultation with the DIP Lender, to exercise their discretion in conducting the Auction (in a manner that is not inconsistent with the Bidding Procedures, the Bankruptcy Code, or any Order of the Bankruptcy Court entered in connection herewith), including (x) modifying bidding increments as necessary to achieve the highest and best Bids for the Purchased Assets, (y) determining whether to adjourn the Auction to facilitate separate discussions between any

Qualified Bidders, the Debtors, and/or the DIP Lender, as applicable, or (z) changing the format of the Auction to a closed bid auction in lieu of a public Auction with incremental bidding.

18. The Sale Hearing shall be held before the Honorable United States Bankruptcy Judge Christopher Lopez, at the United States Bankruptcy Court for the Southern District of Texas on **[March 2, 2026 at ●:00 a.m. (prevailing Central Time)]**. The Sale Hearing may be adjourned by the Debtors, in consultation with the DIP Lender, without further notice to creditors or parties in interest other than by announcement in open Court on the date scheduled for the Sale Hearing or by filing a notice on the docket of the Debtors' Chapter 11 Cases.

19. The Successful Bidder shall appear at the Sale Hearing and be prepared to testify, if necessary, in support of the Successful Bid and the Successful Bidder's ability to close in a timely manner.

Sale Notice Procedures

20. The Sale Notice, substantially in the form attached to the Sale Motion, is hereby approved. The Sale Notice is reasonably calculated to provide sufficient notice to all parties in interest of the Debtors' intent to consummate one or more sale(s) with the Successful Bidder(s) and constitutes adequate notice of the sale. Additionally, the following Sale Notice procedures are hereby approved:

i. The Debtors shall serve the Sale Notice, together with the Bidding Procedures, within five (5) days after the entry of this Bidding Procedures Order, upon all parties on the Debtors' Master Service List, and, for the avoidance of doubt: : (a) counsel to the DIP Lender; (b) the United States Trustee for the Southern District of Texas; (c) all other parties known to the Debtors who have or may have asserted liens, claims, encumbrances, or interests in or against the Assets; (d) the Debtors' thirty (30) largest unsecured creditors (on a consolidated basis); (e) all of the Debtors' creditors as required by Bankruptcy Rule 2002(a)(2); (f) federal, state, and local taxing authorities; (g) all parties that have requested notice pursuant to Bankruptcy Rule 2002; and (h) all parties known to have expressed an interest in a transaction with respect to all or a part of the Assets.

ii. Any objections to the relief requested in the Sale Motion as it relates to the sale of the Purchased Assets to the Successful Bidder (a "Sale Objection") must: (a) set forth in writing and describe with specificity the factual and legal basis for the Sale Objection; (b) comply with the Bankruptcy Rules and Bankruptcy Local Rules; (c) be filed with the Clerk of the Court no later than **5:00 p.m. (prevailing Central Time) on February 13, 2026** (the "Sale Objection Deadline"); and (d) be served, so as to be actually received on or before the Sale Objection Deadline by the service parties (the "Service Parties") consisting of: (i) proposed counsel to the Debtors, Pillsbury Winthrop Shaw Pittman LLP, 609 Main Street Suite 2000, Houston, TX 77002 (Attn: Hugh M. Ray, III (hugh.ray@pillsburylaw.com), Andrew V. Alfano (andrew.alfano@pillsburylaw.com), and Joshua T. Stenhjem (joshua.stenhjem@pillsburylaw.com)); (ii) counsel to the DIP Lender, Twelve Bridge Capital, LLC (Attn: Fishel Law Group 602 Sawyer Suite 400, Houston, TX 77007, Attn: Michael Fishel (michael@fishellawgroup.com)); and (iii) counsel to the Stalking Horse Bidder, if any.

iii. The failure of any person or entity to file a Sale Objection by the Sale Objection Deadline shall be deemed a consent to the sale of the Purchased Assets to the Stalking Horse Purchaser or other Successful Bidder and the other relief requested in the Sale Motion for purposes of Bankruptcy Code section 363(f), except with respect to the conduct of the Auction. Further, the failure to file a Sale Objection by the Sale Objection Deadline shall be a bar to the assertion, at the Sale Hearing or thereafter, of (i) the sale of the Purchased Assets free and clear of an liens, claims, and encumbrances; and (ii) the entry of the Sale Order.

iv. If a Sale Objection is timely filed by the Sale Objection Deadline and the relevant parties are unable to resolve the Sale Objection prior to the commencement of the Sale Hearing, such Sale Objection will be adjudicated at the Sale Hearing or at such other date and time as may be fixed by the Court.

Miscellaneous Provisions

21. Prior to service, the Debtors may make final, non-substantive edits to the Bidding Procedures and Sale Notice, including correcting typographical and grammatical errors, making stylistic and formatting improvements, adding relevant dates and deadlines, and adding revisions

announced on the record at the Bidding Procedures Hearing, each of which shall be deemed approved by this Bidding Procedures Order without further notice or hearing.

22. The Debtors are authorized to conduct the Sale without the necessity of complying with any state or local bulk transfer laws or requirements.

23. Subject to a Sale Order, the Debtors shall be authorized, but not directed, to transfer the Purchase Assets to the Successful Bidder or Stalking Horse Purchaser, as applicable.

24. In the event that there is a conflict between this Bidding Procedures Order or the Bidding Procedures, on the one hand, and the Sale Motion, an Asset Purchase Agreement, or a Stalking Horse Agreement, on the other hand, this Bidding Procedures Order and the Bidding Procedures shall control and govern, and this Bidding Procedures Order shall control in the event of any conflict with the Bidding Procedures.

25. All time periods set forth in this Bidding Procedures Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

26. The Court shall retain jurisdiction over all matters arising from or related to the interpretation and implementation of this Bidding Procedures Order.

27. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062, 9014 or otherwise, the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable.

Signed: _____, 2026

_____
Christopher Lopez
United States Bankruptcy Judge

Exhibit 1

(Bidding Procedures)

AMPLE, INC, *ET AL.* - BIDDING PROCEDURES

Below are the bidding procedures (the "Bidding Procedures") to be employed in connection with the proposed sale of the Assets (the "Purchased Assets") of the Debtors (in such capacity, the "Sellers"), in connection with the Debtors' jointly administered chapter 11 cases of Ample, Inc. *et al*. (each a "Debtor" and collectively, the "Debtors") pending in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), Case No. 25-90817 (CML).

On January ●, 2026, the Bankruptcy Court entered an Order (the "Bidding Procedures Order") [ECF No. ●], which, among other things, authorized the Debtors to solicit bids and approved these Bidding Procedures, which are to be employed by the Debtors in connection with the proposed sale of, or acquisition transactions of the Debtors' Assets, free and clear of all liens, claims, encumbrances and other interests (collectively, the "Encumbrances"), other than those Encumbrances permitted by a Stalking Horse Agreement or Asset Purchase Agreement (as defined below) (any and each such transaction, a "Sale"), on an AS-IS, WHERE-IS WITH ALL FAULTS BASIS.

KEY DATES

Date and Time	Applicable Deadline
February 6, 2026 at 5:00 p.m.	Stalking Horse Designation Deadline
Ten (10) days after service of a Stalking Horse Selection Notice	Stalking Horse Objection Deadline
February 13, 2026 at 5:00 p.m.	Sale Objection Deadline
February 23, 2026 at 5:00 p.m.	Bid Deadline
February 25, 2026 at 10:00 a.m.	Auction Date
February 27, 2026 at 5:00 p.m.	Supplemental Sale Objection Deadline
March 2, 2026 at ● a.m. (CST)	Sale Hearing

STALKING HORSE PURCHASER AND STALKING HORSE PROTECTIONS

1. The Debtors have been authorized, but are not obligated, in an exercise of their business judgment and in consultation with the DIP Lender[2] to: (i) designate one or more bidders to act as stalking horse bidder in connection with the Sale (each, a "Stalking Horse Purchaser," and the bid of a Stalking Horse Purchaser a "Stalking Horse Bid"), with the consent of the DIP Lender, and enter into purchase agreements with respect to a Sale with such Stalking Horse

[2] "DIP Lender" shall mean Twelve Bridge Capital or any successor in interest.

Purchaser(s) (each, a "Stalking Horse Agreement") and (ii) in connection with any Stalking Horse Agreement with a Stalking Horse Purchaser, (a) provide a breakup fee (the "Breakup Fee") and (b) agree to reimburse reasonable and documented out-of-pocket fees and expenses (the "Expense Reimbursement"), and/or (c) agree to provide minimum overbid protections, all as reasonably acceptable to the Debtors, after consultation with the DIP Lender, and as otherwise approved by the Bankruptcy Court (together with the Breakup Fee and Expense Reimbursement, the "Stalking Horse Protections"); *provided*, *however*, that the aggregate amount of Stalking Horse Protections that may be paid to any Stalking Horse Purchaser shall not exceed three percent (3%) percent of the Stalking Horse Purchaser's proposed purchase price (plus an Expense Reimbursement of no more than $100,000) and shall be payable only from the cash proceeds from a Sale with another Qualified Bidder which is designated the Successful Bidder. Subject to the below, no later than one (1) business day after the selection of a Stalking Horse Purchaser, the Debtors shall file a Stalking Horse Selection Notice (as defined below).

2. The Debtors will provide notice of such Stalking Horse Purchaser, the Stalking Horse Protections (including the amount and calculation thereof) and the Stalking Horse Agreement as outlined in the Bidding Procedures Order (the "Stalking Horse Selection Notice"). Parties in interest may file an objection (a "Stalking Horse Objection") to the designation of the Stalking Horse Purchaser or any of the terms of the Stalking Horse Agreement, including to any of the proposed Stalking Horse Protections, within ten (10) days after service of the Stalking Horse Selection Notice (the "Stalking Horse Objection Deadline"). If a timely Stalking Horse Objection is filed and served in accordance with these Bidding Procedures and the Bidding Procedures Order, the proposed designation of the Stalking Horse Purchaser and the Stalking Horse Protections under such Stalking Horse Agreement will not be deemed approved until either the Stalking Horse Objection is resolved by agreement of the objecting party and the Debtors (in consultation with the DIP Lender) or by order of the Bankruptcy Court. If no timely Stalking Horse Objection is filed and served with respect to the designation of the Stalking Horse Purchaser or the proposed Stalking Horse Protections, in accordance with these Bidding Procedures and the Bidding Procedures Order, the Stalking Horse Protections contemplated by such Stalking Horse Bid shall be deemed approved without further order of the Bankruptcy Court upon the expiration of the Stalking Horse Objection Deadline.

3. The Debtors have agreed that their obligation to pay the Stalking Horse Protections pursuant to the Stalking Horse Agreement shall survive termination of the Stalking Horse Agreement, and, to the extent owed by the Debtors, constitute an administrative expense claim under sections 503(b) and 507 of the Bankruptcy Code against the Debtors, and payable in accordance with the terms and conditions of the Stalking Horse Agreement and the Bidding Procedures Order. The Stalking Horse Protections are not payable in the event the Stalking Horse Purchaser breaches the Stalking Horse Agreement or otherwise fails to consummate the Stalking Horse Agreement and/or related Sale. The Debtors' expressly reserve all rights, claims, defenses and offsets they may otherwise have in this regard.

ASSETS TO BE SOLD AND ASSET PURCHASE AGREEMENT

4. The Debtors seek to consummate one or more Sales of the Purchased Assets. The Debtors will consider bids to acquire substantially all the Assets. The Debtors may draft a form of asset purchase agreement or such other document (together with all ancillary documents and

agreements, the "Asset Purchase Agreement"), for parties interested in acquiring the Purchased Assets. The Debtors intend to provide copies of the form of Asset Purchase Agreement to all parties who express interest in submitting a Bid and will also make such form of Asset Purchase Agreement available in the electronic data room established by the Debtors in connection with their Sale process.

5. The Sale of the Purchased Assets is on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Sellers, their agents or estates, except to the extent set forth in the Asset Purchase Agreement of the Successful Bidder (as defined herein) as approved by the Bankruptcy Court (or in the Stalking Horse Agreement, as applicable). Pursuant to the form of Asset Purchase Agreement, the Successful Bidder shall acquire the Purchased Assets free and clear of any and all Encumbrances, subject to certain other conditions and except as otherwise provided in an Asset Purchase Agreement (or Stalking Horse Agreement, as applicable), with such Encumbrances to attach solely to the net proceeds of the Sale with the same validity and priority as such Encumbrances applied against the Purchased Assets prior to the Sale.

THE BIDDING PROCEDURES

A. Provisions Governing Potential Bidders

6. Unless otherwise ordered by the Bankruptcy Court, in order to participate in the bidding process, prior to the Bid Deadline (defined below), each person, other than a Stalking Horse Purchaser or the DIP Lender, who wishes to participate in the bidding process (each, a "Potential Bidder") must deliver the following to the Bid Notice Parties (as defined below):

(i) a written disclosure of the identity of each entity that will be bidding for the Purchased Assets or otherwise participating in connection with such Bid; and

(ii) an executed confidentiality agreement (to be delivered prior to the distribution of any confidential information by the Sellers to a Potential Bidder) in form and substance satisfactory to the Debtors.

B. Due Diligence

7. The Debtors, with the assistance of their investment banker and other advisors, will provide any Potential Bidder such due diligence access or additional information as the Debtors, in their reasonable discretion, deem appropriate, which may include contractual obligations to limit access to certain proprietary information. The due diligence period will extend through and include the Auction. Unless otherwise deemed reasonably appropriate by the Debtors after consultation with the DIP Lender, the Debtors and their representatives and advisors shall not be obligated to furnish any due diligence information after the Auction. Diligence inquiries should be made to the Debtors' investment banker using the contact information below:

Gordian Group LLC
126 East 56th Street, 14th Floor,
New York, NY 10022,
Attn: Liam Ahearn (lda@gordiangroup.com)
Kevin McGee (kpm@gordiangroup.com)
Ava Caravela (AC@gordiangroup.com)

C. Bid Deadline

8. A Qualified Bidder that desires to make a Bid will deliver written copies of its Bid via email to the following parties (collectively, the "Bid Notice Parties"): (i) the Debtors, by and through their Chief Restructuring Officers, Attn: John D. Baumgartner (JBaumgartner@getzlerhenrich.com) and Ann Huynh (ahuynh@getzlerhenrich.com); (ii) proposed investment banker to the Debtors, Gordian Group LLC, (Attn: Liam Ahearn (lda@gordiangroup.com), Kevin McGee (kpm@gordiangroup.com), and Ava Caravela (AC@gordiangroup.com)); and (iii) proposed counsel for the Debtors, Pillsbury Winthrop Shaw Pittman LLP, 609 Main Street Suite 2000, Houston, TX 77002 (Attn: Hugh M. Ray, III (hugh.ray@pillsburylaw.com), Andrew V. Alfano (andrew.alfano@pillsburylaw.com), and Joshua T. Stenhjem (joshua.stenhjem@pillsburylaw.com)).

9. Bids must be actually received by the Bid Notice Parties by a date no later than **5:00 p.m. (prevailing Central Time) on February 23, 2026** (the "Bid Deadline"). The Bid Deadline may be extended by the Debtors in consultation with the DIP Lender.

D. Credit Bid Notification

10. To the extent that the DIP Lender desires to submit a competing credit bid for the Purchased Assets, the DIP Lender shall notify the Debtors in writing of its intention to potentially credit bid no later than the Bid Deadline (the "Credit Bid Notification"). If the DIP Lender indicates in a Credit Bid Notification that it intends to credit bid at the Auction, the DIP Lender shall not receive the consent/consultation rights with respect to determination of Qualified Bids, Qualified Bidders, the Auction(s), or the selection of the Successful Bidder or Back-Up Bidder, each as defined and more fully set forth below; *provided*, *however*, that the DIP Lender shall retain the consent rights and consultation rights set forth in subparagraph (l) of paragraph 12 below. In the event the DIP Lender subsequently revokes the Credit Bid Notification in writing and notifies the Debtors that it no longer intends to credit bid, then it shall again be afforded the consent rights and consultation rights described in these Bidding Procedures.

11. Notwithstanding the foregoing or anything herein to the contrary, unless otherwise ordered by the Bankruptcy Court for cause, the DIP Lender may submit credit bid(s) of all or a portion of its secured claims any time after the Bid Deadline or during the Auction, so long as (i) such credit bid shall only serve as a "back-up" bid to the Stalking Horse Bid or such other Successful Bid, if applicable; (ii) the DIP Lender shall provide an Asset Purchase Agreement to the Debtors no later than one (1) business day after the Bid Deadline; and (iii) such credit bid shall remain irrevocable until the closing of the Sale to the Stalking Horse Purchaser or such other Successful Bidder, if applicable (any such credit bid, a "Credit Bid Back-up Bid" and such

submitting lender, the "Credit Bid Back-up Bidder"). Other than with respect to the Asset Purchase Agreement, the Credit Bid Back-up Bid shall not be subject to the requirements herein for a Qualified Bid or a Back-up Bid. For the avoidance of doubt, the Credit Bid Back-up Bidder cannot be designated as the Back-up Bidder unless such party consents to such designation.

E. Provisions Governing Qualified Bids

12. A Bid will be considered a "Qualified Bid" and a Potential Bidder will be considered a "Qualified Bidder" only if the Bid is submitted complies with all of the following:

a. it states that the applicable Qualified Bidder offers to purchase, in cash or through a credit bid, some or all of the Purchased Assets upon the terms and conditions that the Debtors reasonably determine are no less favorable to the Debtors than those set forth in the Asset Purchase Agreement or the Stalking Horse Agreement (if any);

b. it specifies the assets that are included in the Bid and, to the extent a Stalking Horse Purchaser is designated, states that such Qualified Bidder offers to purchase those assets included in the applicable Stalking Horse Agreement upon substantially the same terms as, or terms more favorable to the Debtors and their estates than, the terms set forth in the applicable Stalking Horse Agreement;

c. it includes a signed writing stating that the Qualified Bidder's offer is binding on such Qualified Bidder and irrevocable until the selection of the Successful Bidder, *provided*, *however*, that if such Qualified Bidder is selected as the Successful Bidder or the Back-Up Bidder (each, as defined below) its offer shall remain irrevocable until the later of (i) the closing of the Sale to the Successful Bidder or the Back-Up Bidder, and (ii) the date that is thirty (30) days after the Sale Hearing;

d. it includes written confirmation that there are no conditions precedent to the Qualified Bidder's ability to enter into a definitive agreement, including due diligence or financing contingencies, and that all necessary internal and shareholder approvals have been obtained prior to the submission of the Bid;

e. it includes a duly authorized and executed copy of a purchase agreement, based on the Asset Purchase Agreement or the Stalking Horse Agreement (if one exists), including the purchase price for the Purchased Assets expressed in U.S. Dollars (the "Purchase Price"), together with all exhibits and schedules thereto, together with copies marked to show any amendments and modifications to the Asset Purchase Agreement or the Stalking Horse Agreement (if one exists) and the proposed order for approval of the Sale by the Bankruptcy Court, and includes a copy of a redline reflecting all of the changes to the Asset Purchase Agreement or the Stalking Horse Agreement (if any);

f. it includes confirmation that the Bid is not contingent upon such Qualified Bidder obtaining financing and includes financial statements or other written evidence, including (if applicable) a firm, irrevocable commitment for financing, establishing the ability of the Qualified Bidder to consummate the proposed Sale and pay the Purchase Price in cash, such as will allow the Debtors, in consultation with the DIP Lender, to make a reasonable determination as to the Qualified Bidder's financials and other capabilities to consummate the transaction contemplated by the Asset Purchase Agreement;

g. it provides for the repayment of all other costs payable by such Qualified Bidder, simultaneously with the closing of the Sale, including the Stalking Horse Protections;

h. in the event that there is a Stalking Horse Purchaser, and the Qualified Bidder wishes to bid on the same assets that are included in the Stalking Horse Agreement, it has a value to the Debtors, determined in the Debtors' reasonable business judgment that is greater than or equal to the sum of the value offered under the Stalking Horse Agreement, plus (i) the aggregate amount of the Stalking Horse Protections (if there is a Stalking Horse Bid), plus (ii) a minimum overbid of at least $100,000 or such other greater amount as may be determined by the Debtors in consultation with the DIP Lender (the "Minimum Initial Overbid Amount");[3]

i. it includes an acknowledgement and representation that the Qualified Bidder: (i) has had an opportunity to conduct any and all required due diligence regarding the Purchased Assets prior to making its Bid; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets in making its Bid; (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets or the completeness of any information provided in connection therewith or with the Auction, except as expressly stated in the Asset Purchase Agreement; and (iv) with the exception of any Stalking Horse Purchaser, is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its Bid;

j. it includes evidence, in form and substance reasonably satisfactory to the Debtors of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Asset Purchase Agreement;

k. it is accompanied by a good faith deposit (a "Good Faith Deposit") in the form of a wire transfer (to a bank account specified by the Debtors), certified check or such other form acceptable to the Debtors, payable to the order of the Debtors

[3] The Debtors, after consulting with the DIP Lender, will provide advanced notice to Qualified Bidders of the Minimum Initial Overbid Amount, which shall be no less than $100,000.

(or such other party as the Debtors may determine) in an amount equal to ten percent (10%) of the Purchase Price, plus, in the event that a Stalking Horse Bid has been submitted, (i) the aggregate amount of the Stalking Horse Protections and (ii) $100,000; *provided that* (i) any Qualified Bidder submitting a Bid with a credit bid component pursuant to section 363(k) of the Bankruptcy Code shall not be required to submit a Good Faith Deposit and (ii) the Debtors, in consultation with the DIP Lender, may alter the Good Faith Deposit requirement for any party selected as a Stalking Horse Purchaser without leave of the Bankruptcy Court; *provided further*, that no Good Faith Deposit shall be required in connection with any credit bid submitted by the DIP Lender;

l. it contains full disclosure of the identity of each entity that will be bidding for the Purchased Assets or otherwise participating in connection with such Bid, and the complete terms of any such participation, as well as disclose the organizational form and business conducted by each entity;

m. it contains a commitment to close the Sale of the Purchased Assets upon entry of the Sale Order;

n. it contains such other information as may be reasonably requested by the Debtors, in consultation with the Debtors' investment banker; and

o. it is received prior to the Bid Deadline.

13. The Debtors shall have the discretion to determine whether a Bid meets the above requirements and is therefore a Qualified Bid. Promptly upon determining that a Bid (other than a Stalking Horse Bid) constitutes a Qualified Bid, the Debtors shall notify the Stalking Horse Purchaser, if any, and the DIP Lender, in writing of such determination and will notify each Qualified Bidder that has submitted a Bid (other than the Stalking Horse Purchaser), whether such Qualified Bidder's Bid constitutes a Qualified Bid promptly after such determination has been made; *provided*, *however*, that such notification shall not be given later than one (1) calendar day following the expiration of the Bid Deadline. Only those Qualified Bidders who have submitted Qualified Bids, as determined by the Debtors, in consultation with the DIP Lender, shall be deemed "Qualified Bidders" for purposes of these Bidding Procedures and the Auction.

14. Notwithstanding the foregoing, any Stalking Horse Purchaser shall be deemed a Qualified Bidder, and the Stalking Horse Agreement will be deemed a Qualified Bid, for all purposes in connection with the bidding process, the Auction, and the Sale without compliance with the above enumerated requirements. If there is one or more Stalking Horse Purchaser, any such designated Stalking Horse Purchaser(s) shall be considered a Qualified Bidder and any Stalking Horse Agreement shall be a Qualified Bid.

F. Evaluation of Competing Bids

15. A Qualified Bid will be valued based upon several factors including, without limitation, (1) the amount of the Purchase Price provided by such Qualified Bid, (2) the risks and timing associated with consummating such Qualified Bid, (3) any proposed revisions to the Asset

Purchase Agreement and/or the Stalking Horse Agreement and/or the proposed Sale Order, (4) the ability of the Qualified Bidder to obtain appropriate regulatory approvals, if any, and (5) any other factors deemed relevant by the Debtors, in consultation with their investment banker and the DIP Lender, as necessary; provided, however, if each Qualified Bid exceeds the DIP obligations owed to the DIP Lender, then the Debtors may consult with the DIP Lender in the Debtors' sole discretion. For purposes of such valuation, the full face amount of a credit bid shall be deemed to have the same value as the equivalent amount of cash. The Debtors shall treat comparable credit bids, cash bids, and bids contemplating the assumption of liabilities as equivalent and no credit bid shall be considered inferior to a comparable cash bid or bid contemplating the assumption of liabilities because it is a credit bid.

G. No Qualified Bids

16. If the Debtors do not receive any Qualified Bids, other than the Stalking Horse Agreement (if any), the Debtors will not hold an auction and the Stalking Horse Purchaser will be named the Successful Bidder upon the expiration of the Bid Deadline.

H. Auction Process

17. If the Debtors receive one or more Qualified Bids in addition to a Stalking Horse Bid, or if there is no Stalking Horse Bid, the Debtors will conduct an auction of the Assets (the "Auction"), which shall be on **February 25, 2026 at 10:00 a.m. (prevailing Central Time)** [telephonically pursuant to instructions to be provided by the Debtors to parties entitled to attend the Auction at a later date], or such other location or time as shall be timely communicated. At the start of the Auction, the Debtors shall describe the material terms of the Starting Bid (as defined below) for the Purchased Assets on the record. The Debtors shall maintain a written transcript of the Auction and all bids made and announced at the Auction, if any, including the Starting Bid, any and all Subsequent Bids, and the Successful Bid. The Auction, which shall be recorded or transcribed, shall be held in accordance with the following procedures:

a. only the Stalking Horse Purchaser, if any, and any other Qualified Bidders who have timely submitted Qualified Bids (and their counsel) will be entitled to attend and submit competing Bids (*i.e.*, bids other than Credit Bid Back-up Bids) at the Auction;

b. the Stalking Horse Purchaser will, notwithstanding the elements of the Purchase Price set forth in the Stalking Horse Agreement, be entitled to make subsequent Bids for all or substantially all or any combination of the Purchased Assets comprised of further credit bids, cash, additional or different consideration of any type, or any combination of the foregoing;

c. each Qualified Bidder participating in the Auction shall be required to confirm on the record at the Auction (a) it has not engaged in any collusion with respect to the bidding and the Auction, (b) its Qualified Bid is a good faith *bona fide* offer that it intends to consummate if selected as the Successful Bidder or Back-up Bidder, and (c) the Qualified Bidder (other than the Credit Bid Back-up

Bidder) agrees to serve as the Back-up Bidder if its Qualified Bid is the next highest or otherwise best bid after the Successful Bid;

d. at least one (1) business day prior to the Auction, each Qualified Bidder who has timely submitted a Qualified Bid must inform the Debtors whether it intends to attend the Auction and all Qualified Bidders wishing to attend the Auction must have at least one individual representative with authority to bind such Qualified Bidder in attendance at the Auction in person; *provided* that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder's Qualified Bid shall nevertheless remain fully enforceable against such Qualified Bidder until the selection of the Successful Bidder and Back-Up Bidder at the conclusion of the Auction. At least one (1) business day prior to the Auction, the Debtors will provide copies of the Qualified Bid, or combination of Qualified Bids, which the Debtors believe, after consultation with the DIP Lender (which may be present at the Auction), is the highest or otherwise best offer for the Purchased Assets (the "Starting Bid") to the Stalking Horse Purchaser, if any, and counsel to the DIP Lender.

e. the actual identity of each Qualified Bidder will be disclosed on the record at the Auction;

f. bidding at the Auction will begin with the Starting Bid and continue in bidding increments (each, a "Subsequent Bid") providing a net value to the Debtors' estates of at least $100,000 above the prior Bid. After the first round of bidding and between each subsequent round of bidding, the Debtors, after consultation with the DIP Lender, shall announce the Bid (and the value of such Bid) that they believe to be the highest or otherwise best Bid (each, the "Leading Bid").

g. A round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid.

h. Except as specifically set forth herein, for the purpose of evaluating the value of the Purchase Price provided by each Subsequent Bid (including any Subsequent Bid by the Stalking Horse Purchaser), the Debtors shall give effect to the Stalking Horse Protections as well as any additional liabilities to be assumed by a Qualified Bidder, and any additional costs which may be imposed on the Debtors.

i. The Debtors may accept Bids for all or substantially all of the Purchased Assets.

j. The Debtors explicitly reserve the right, in their business judgment and after consultation with the DIP Lender, to exercise their discretion in conducting the Auction (in a manner that is not inconsistent with the Bidding Procedures, the Bankruptcy Code, or any Order of the Bankruptcy Court entered in connection herewith), including (x) modifying bidding increments as necessary to achieve the highest and best Bids for the Purchased Assets, (y) determining whether to

adjourn the Auction to facilitate separate discussions between any Qualified Bidders, the Debtors, and/or the DIP Lender, as applicable, or (z) changing the format of the Auction to a closed bid auction in lieu of a public Auction with incremental bidding.

I. Selection of Successful Bid

18. Prior to the conclusion of the Auction, the Debtors, in consultation with the DIP Lender, will review and evaluate each Qualified Bid submitted at the Auction (including by the Stalking Horse Purchaser) in accordance with the procedures set forth herein and determine which offer is the highest or otherwise best offer (one or more such bids, collectively the "Successful Bid" and the bidder(s) making such bid(s), collectively, the "Successful Bidder"), and communicate to the Stalking Horse Purchaser and the other Auction participants the identity of the Successful Bidder and the details of the Successful Bid; *provided, however*, if each Qualified Bid exceeds the DIP obligations owed to the DIP Lender, then the Debtors may consult with the DIP Lender in the Debtors' sole discretion. The determination of the Successful Bid by the Debtors at the conclusion of the Auction shall be final, subject only to approval by the Bankruptcy Court.

19. Other than the Stalking Horse Purchaser, the Qualified Bidder(s) with the next highest or otherwise best Qualified Bid, as determined by the Debtors, in consultation with the DIP Lender, will be required to serve as a back-up bidder (the "Back-Up Bidder") and keep its bid open and irrevocable until the later to occur of thirty (30) days after the Sale Hearing and closing on the Successful Bid with the Successful Bidder. If the Successful Bidder fails to consummate the Sale, the Back-Up Bidder will be deemed to be the new Successful Bidder, and the Debtors will be authorized and directed to consummate the Sale with the Back-Up Bidder without further order of the Bankruptcy Court. In no event shall the Stalking Horse Purchaser be the Back-Up Bidder.

20. Within two (2) business days after conclusion of the Auction, the Successful Bidder shall complete and execute all agreements, contracts, instruments and other documents necessary to consummate the Successful Bid. Within one (1) business day after conclusion of the Auction, the Debtors shall file a notice with the Bankruptcy Court identifying the Successful Bidder and the Back-Up Bidder.

21. The Debtors will sell the Purchased Assets to the Successful Bidder(s) pursuant to the terms of the Successful Bid(s) upon the approval of such Successful Bid(s) by the Bankruptcy Court at the Sale Hearing.

J. Return of Deposits

22. All Good Faith Deposits shall be returned to each bidder not selected by the Debtors as the Successful Bidder or the Back-Up Bidder (as defined below) no later than five (5) business days following the conclusion of the Auction.

23. The Stalking Horse Protections payable to any Stalking Horse Purchaser shall be paid not later than three (3) business days after the closing of the Sale with the Successful Bidder

for the Purchased Assets bid upon by the Stalking Horse Purchaser from the proceeds of such transaction.

SALE HEARING

24. The Debtors will seek entry of a Sale Order from the Bankruptcy Court at a hearing (the "Sale Hearing") to begin on **March 2, 2026 at ●:00 a.m. (prevailing Central Time)**, subject to the availability of the Bankruptcy Court, to approve and authorize the Sale to the Successful Bidder and/or Stocking Horse Purchaser on the terms and conditions memorialized in the applicable Asset Purchase Agreement or Stalking Horse Agreement.

RESERVATION OF RIGHTS

25. The Debtors reserve the right, in their reasonable business judgment and after consultation with the DIP Lender, to adjourn the Auction, if any, one or more times to, among other things: (i) facilitate discussions between and amongst the Debtors, the Qualified Bidders and the DIP Lender, as appropriate; (ii) allow Qualified Bidders to consider how they wish to proceed; and (iii) provide Qualified Bidders the opportunity to provide the Debtors and the DIP Lender with such additional evidence as the Debtors, in their reasonable business judgment, after consultation with the DIP Lender, may require that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the prevailing Subsequent Bid amount.

EXHIBIT B

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

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

NOTICE OF PROPOSED SALE OF ASSETS, AUCTION AND SALE HEARING

PLEASE TAKE NOTICE OF THE FOLLOWING:

On December 23, 2025, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Emergency Motion for (A) Entry of an Order (I) Approving Bidding Procedures; (II) Authorizing Transfer(s) Outside the Ordinary Course of Business; (III) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; (IV) Approving Form of Notice Thereof; and (B) After the Sale Hearing, Entry of an Order (I) Authorizing and Approving the Debtors to Sell the Assets; and (II) Granting Related Relief* [ECF No. ●] (the "Sale Motion").[2]

After the hearing held thereon, the Court entered the order [ECF No. ●] (the "Bidding Procedures Order"), which among other things, establishes bidding procedures (the "Bidding Procedures") that govern the manner in which the Debtors' Assets are to be marketed and sold.

ASSETS FOR SALE

Any sale of the Assets shall be subject to competitive bidding and approval by the Court. In addition to any Stalking Horse Bid (as defined in the Sale Motion), the Debtors will consider bids for the Assets from other parties. Any party interested in submitting a bid for any of the Debtors' Assets should contact the Debtors' investment banker at Gordian Group, LLC:

Gordian Group LLC
126 East 56th Street, 14th Floor,
New York, NY 10022,
Attn: Liam Ahearn (lda@gordiangroup.com)
Kevin McGee (kpm@gordiangroup.com)
Ava Caravela (AC@gordiangroup.com)

Any party wishing to participate in the Auction or to otherwise submit a Bid for the Assets must first qualify as a Qualified Bidder in accordance with the Bidding Procedures.

[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). A copy of this notice is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Sale Motion or Bidding Procedures Order, as applicable.

KEY DATES AND OTHER INFORMATION

A. Bid Deadline

Bids are due on **February 23, 2026 at 5:00 p.m. (prevailing Central Time)** (the "Bid Deadline"). The Debtors will notify each Qualified Bidder promptly regarding whether their respective Bids are determined to be a Qualified Bid.

B. Stalking Horse Designation Deadline

The Debtors have been authorized, but are not obligated, in an exercise of their business judgment and in consultation with the DIP Lender to designate a Stalking Horse Purchaser and in connection with any Stalking Horse Agreement with a Stalking Horse Purchaser, provide Stalking Horse Protections. The Debtors will select a Staking Horse Purchaser, if any, by **February 6, 2026**.

C. The Sale Objection Deadline

Pursuant to the Bidding Procedures Order, any objections to the relief requested in the Sale Motion as relates to the Sale of the Purchased Assets (a "Sale Objection") must: (a) set forth in writing and describe with specificity the factual and legal basis for the Sale Objection; (b) comply with the Bankruptcy Rules and Bankruptcy Local Rules; and (c) be filed with the Clerk of the Court no later than **5:00 p.m. (prevailing Central Time) on February 13, 2026** (the "Objection Deadline"). The failure of any person or entity to file a Sale Objection by the Objection Deadline shall be deemed a consent to the Sale of the Purchased Assets to the Successful Bidder and the other relief requested in the Sale Motion, except with respect to the conduct of the Auction.

D. The Auction

In accordance with the terms of the Bidding Procedures Order, if the Debtors receive one or more Qualified Bids within the requirements and timeframe established in the Bidding Procedures Order, the Debtors will conduct an auction (the "Auction") for the Assets starting at **10:00 a.m. (prevailing Central Time) on February 25, 2026** (the "Auction Date"), telephonically pursuant to instructions to be provided by the Debtors to parties entitled to attend the Auction at a later date. Only the DIP Lender and Qualified Bidders, as determined by the Debtors in consultation with the DIP Lender, that have submitted a Qualified Bid by the Bid Deadline will be permitted to participate in and/or make any statements on the record at the Auction. Within one (1) business day after conclusion of the Auction, the Debtors shall file a notice with the Bankruptcy Court identifying the Successful Bidder and the Back-Up Bidder.

E. The Supplemental Sale Objection Deadline

Upon conclusion of the Auction and filing of a notice identifying the Successful Bidder and the Back-Up Bidder, any objections to the manner in which the Auction was conducted and selection of the Successful Bidder must be filed with the Clerk of the Court no later than **February 27, 2026 at 5:00 p.m. (prevailing Central Time)**.

F. The Sale Hearing

A hearing (the "Sale Hearing") shall be held before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of Texas on **March 2, 2026 at __:00 __.m. (prevailing Central Time)**, or as soon thereafter as counsel may be heard. The Debtors shall appear before the Court at the Sale Hearing and seek entry of an order: (a) authorizing the Sale(s) of the designated Purchased Assets by the Debtors to the Successful Bidder; and (b) granting certain related relief.

G. Other Information

This Sale Notice is subject to the full terms and conditions of the Sale Motion and the Bidding Procedures Order, which shall control in the event of any conflict, and the Debtor encourages all parties in interest to review such documents in their entirety.

The Debtors reserve their right, in their business judgment and after consultation with the DIP Lender, to exercise their discretion in conducting the Auction (in a manner that is not inconsistent with the Bidding Procedures, the Bankruptcy Code, or any Order of the Bankruptcy Court entered in connection herewith), including (x) modifying bidding increments as necessary to achieve the highest and best Bids for the Purchased Assets, (y) determining whether to adjourn the Auction to facilitate separate discussions between any Qualified Bidders, the Debtors, and/or the DIP Lender, as applicable, or (z) changing the format of the Auction to a closed bid auction in lieu of a public Auction with incremental bidding.

Additional information regarding the Sale, including copies of the Sale Motion, the Bidding Procedures and the Bidding Procedures Order, is available by contacting Debtors' counsel using the contact information below, or by visiting the website of the Debtors' Chapter 11 Cases established by the Debtors' claims and noticing agent Verita Global at the link set forth below: https://veritaglobal.net/ample.

Date: December 23, 2025

PILLSBURY WINTHROP SHAW PITTMAN LLP

By: *draft*

Hugh M. Ray, III
TX Bar No. 24004246
Joshua Stenhjem
ND Bar No. 09941
609 Main Street, Suite 2000
Houston, TX 77002
Telephone: 713-276-7600
hugh.ray@pillsburylaw.com
joshua.stenhjem@pillsburylaw.com

--and--

Andrew V. Alfano
N.Y. Bar No. 5525241
31 West 52nd Street
New York, NY 10019-6131
Telephone: 212-858-1000
andrew.alfano@pillsburylaw.com

Proposed Counsel to the Debtors

From: Jones, Nancy J.
To: Docket
Subject: FW: 25-90817 Emergency Motion
Date: Tuesday, December 23, 2025 6:11:54 PM

Nancy J. Jones, RP® | Pillsbury Winthrop Shaw Pittman LLP
Legal Practice Coordinator
609 Main Street, Suite 2000 | Houston, TX 77002
t +1.713.276.7662 | m +1.832.693.3296
nancy.jones@pillsburylaw.com | pillsburylaw.com

From: BKECF_LiveDB@txs.uscourts.gov <BKECF_LiveDB@txs.uscourts.gov>
Sent: Tuesday, December 23, 2025 6:10:43 PM (UTC-06:00) Central Time (US & Canada)
To: BK_Notices@txsb.uscourts.gov <BK_Notices@txsb.uscourts.gov>
Subject: 25-90817 Emergency Motion

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U.S. Bankruptcy Court

Southern District of Texas

Notice of Electronic Filing

The following transaction was received from Hugh Massey Ray entered on 12/23/2025 at 6:10 PM CST and filed on 12/23/2025

Case Name: Ample, Inc.
Case Number: 25-90817
Document Number: 47

Docket Text:
Emergency Motion *for (A) Entry of An Order (I) Approving Bidding Procedures; (II) Authorizing Transfer(s) Outside the Ordinary Court of Business; (III) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date; (IV) Approving Form of Notice Thereof; and (B) After the Sale Hearing, Entry of an Order (I) Authorizing and Approving the Debtors to Sell the Assets; and (II) Granting Related Relief*, Motion for Approval . Objections/Request for Hearing Due in 21 days. Filed by Debtor Ample, Inc. (Attachments: # (1) Exhibit A Proposed Order # (2) Exhibit B Sale Notice) (Ray, Hugh)

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename: Ample Motion Approve Bid Procedures.pdf

Electronic document Stamp:
[STAMP bkecfStamp_ID=996787432 [Date=12/23/2025] [FileNumber=53078433-0] [69e25708f4452daa67628af62d27c79b66cf0eac9a8864eb9a42608efb38d035ca bf74533b2939e0346cfd30dd1c3e7deb59e90502d87492c39a7a68c0738836]]
Document description: Exhibit A Proposed Order
Original filename:C:\fakepath\Ample EXH A Order and Bid Procedures.pdf
Electronic document Stamp:
[STAMP bkecfStamp_ID=996787432 [Date=12/23/2025] [FileNumber=53078433-1] [56c54ac45da9f24cb78b3c79239b16f05cc490e2df0ffc9ad95fa3696fec5c857e 21de5a13d45c277e920441d0fc7a25ed3a9c1cc6ab77d601e12fcb268307f2]]
Document description: Exhibit B Sale Notice
Original filename:C:\fakepath\Ample EXH B Sale Notice.pdf
Electronic document Stamp:
[STAMP bkecfStamp_ID=996787432 [Date=12/23/2025] [FileNumber=53078433-2] [8bb718e47136aa89f6ea2ae25525a0f0c280ad3ffe531c3581cc76855bef8beee0 094217d308849f4d5ccd13854fdac0bd56d6c77a0222a84da08498e0d7c0fc]]

25-90817 Notice will be electronically mailed to:

Michael Fishel on behalf of Creditor Twelve Bridge Capital, LLC
michael@FishelLawGroup.com, michael-fishel-2874@ecf.pacerpro.com

Vianey Garza on behalf of U.S. Trustee US Trustee
vianey.garza@usdoj.gov

Evan Gershbein on behalf of Other Prof. Kurtzman Carson Consultants, LLC d/b/a Verita Global
ECFpleadings@kccllc.com, ECFpleadings@kccllc.com

Andrew Jimenez on behalf of U.S. Trustee US Trustee
andrew.jimenez@usdoj.gov

Yosina Mariette Lissebeck on behalf of Creditor TQL Global, LLC
yosina.lissebeck@dinsmore.com, caron.burke@dinsmore.com

Hugh Massey Ray, III on behalf of Debtor Ample Texas EV, LLC
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

Hugh Massey Ray, III on behalf of Debtor Ample, Inc.
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

US Trustee
USTPRegion07.HU.ECF@USDOJ.GOV

25-90817 Notice will not be electronically mailed to:

EXHIBIT 5

Docket #0092 Date Filed: 01/12/2026
United States Bankruptcy Court
Southern District of Texas
ENTERED
January 12, 2026
Nathan Ochsner, Clerk

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

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

ORDER APPROVING EMERGENCY MOTION FOR (A) ENTRY OF AN ORDER (I) APPROVING BIDDING PROCEDURES; (II) AUTHORIZING TRANSFER(S) OUTSIDE THE ORDINARY COURSE OF BUSINESS; (III) SCHEDULING BID DEADLINE, AUCTION DATE, AND SALE HEARING DATE; (IV) APPROVING FORM OF NOTICE THEREOF; AND (B) AFTER THE SALE HEARING, ENTRY OF AN ORDER (I) AUTHORIZING AND APPROVING THE DEBTORS TO SELL THE ASSETS; AND (II) GRANTING RELATED RELIEF

Upon the emergency motion (the "Sale Motion") of Ample, Inc., *et al*. (the "Debtors") in the above-captioned chapter 11 cases (collectively, the "Chapter 11 Cases"), seeking entry of an order (this "Bidding Procedures Order") pursuant to sections 105(a), 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended from time to time, the "Bankruptcy Rules"), and the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Local Rules"), for the entry of orders (i)(a) approving procedures in connection with the sale of the Assets; (b) approving the Stalking Horse Protections; (c); scheduling an Auction and Sale Hearing and approving the form and manner of notice thereof; and (e) granting related relief; and (ii) after the Sale Hearing, entry of an order (the "Sale Order") (a) authorizing the sale of the Purchased Assets to the Successful Bidder (which may be a Stalking Horse

[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). A copy of this notice 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.

Purchaser), free and clear of Encumbrances, except as provided by the relevant Asset Purchase Agreement (or Stalking Horse Agreement); and (b) granting related relief; and the Court having jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and consideration of the Sale Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O); and venue being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Sale Motion being adequate and appropriate under the particular circumstances; and a hearing having been held to consider the relief requested in the Sale Motion (the "Bidding Procedures Hearing"); and upon consideration of the record of the Bidding Procedures Hearing and all proceedings had before the Court; and the Court having found and determined that the relief sought in the Sale Motion is in the best interests of the Debtors, their estates, creditors, and other parties in interest; and that the legal and factual bases set forth in the Sale Motion establish just cause for the relief granted herein; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing, therefore;

IT IS FOUND AND DETERMINED THAT:

A. At the Bidding Procedures Hearing and in the Sale Motion, the Debtors articulated good and sufficient reasons for, and the best interests of their estates will be served by, this Court granting the relief set forth in this Bidding Procedures Order relating to the bidding process, including approval of (1) the bidding procedures attached hereto as **Exhibit 1** (the "Bidding Procedures"), (2) the Stalking Horse Protections, if any, and (3) the form of the Sale Notice.

B. The Debtors have articulated good and sufficient reasons for, and the best interests of their estates will be served by, this Court scheduling a Sale Hearing to consider granting the

other relief requested in the Sale Motion, including approval of a sale and the transfer of the Purchased Asset to the Successful Bidder (or Stalking Horse Purchaser) free and clear of all Encumbrances and other interests pursuant to sections 363(f) and 365 of the Bankruptcy Code.

C. The Stalking Horse Protections (if any Stalking Horse Purchaser is designated), as limited by the approval granted in this Bidding Procedures Order (including being subject to any Stalking Horse Objection), to be paid to a Stalking Horse Purchaser are: (1) actual and necessary costs and expenses of preserving the Debtors' estates within the meaning of sections 503(b) and 507(a)(2) of the Bankruptcy Code; (2) commensurate to the real and substantial benefits conferred upon the Debtors' estates by any Stalking Horse Purchaser; (3) fair, reasonable and appropriate in light of the size and nature of the proposed Sale, the commitments and accommodations of the Stalking Horse Purchaser that have been made for the benefit of the Debtors' estates, the condition of the Purchased Assets, and the efforts that have been and will be expended by the Stalking Horse Purchaser; and (4) necessary to induce the Stalking Horse Purchaser to pursue the Sale and to continue to be bound by the Stalking Horse Agreement. Accordingly, the Stalking Horse Protections are reasonable and appropriate and represent the best method for maximizing value for the benefit of the Debtors' estates.

D. The Bidding Procedures substantially in the form attached hereto as **Exhibit 1** are fair, reasonable, and appropriate and are designed to maximize the recovery from the Sale of the Assets.

E. The Debtors' proposed Sale Notice is appropriate. Service of the Sale Notice as provided for in the Sale Motion and this Bidding Procedures Order is reasonably calculated to provide all interested parties with timely and proper notice of the Bidding Procedures, the Auction (if necessary) and the Sale Hearing, and no other or further notice is required.

F. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

G. To the extent any of the preceding findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the preceding conclusions of law constitute findings of fact, they are adopted as such.

IT IS HEREBY ORDERED THAT:

1. All objections to the relief requested in the Sale Motion relating to the Bidding Procedures (and all reservations of rights included in any such objections) that have not been withdrawn, waived or settled are overruled except as reflected in the provisions of this Bidding Procedures Order.

Stalking Horse Provisions

2. The Debtors are authorized, but not directed, to select one or more bidders to act as Stalking Horse Purchaser and are authorized, but not directed, to enter into Stalking Horse Agreement(s) with such Stalking Horse Purchaser(s).

3. No later than February 13, 2026 (the "Stalking Horse Designation Deadline"), if the Debtors select a Stalking Horse Purchaser, the Debtors shall file with the Court and serve on the Service Parties (defined herein) a notice that contains information regarding the Stalking Horse Purchaser and the Stalking Horse Bid, including any Stalking Horse Protections, and attaches the proposed Stalking Horse Agreement (the "Stalking Horse Selection Notice"); *provided*, *however*, that the Debtors, in consultation with Twelve Bridge Capital, LLC (the "DIP Lender") and the Official Committee of Unsecured Creditors (the "Committee"), may extend the Stalking Horse Designation Deadline.

4. Parties in interest may file objections ("Stalking Horse Objections") to the designation of the Stalking Horse Purchaser or any of the terms of the Stalking Horse Agreement, including to any of the proposed Stalking Horse Protections, within ten (10) days after service of the Stalking Horse Selection Notice (the "Stalking Horse Objection Deadline"). If a timely Stalking Horse Objection is filed and served in accordance with the Bidding Procedures and this Bidding Procedures Order, the proposed designation of the Stalking Horse Purchaser and the Stalking Horse Protections under such Stalking Horse Agreement will not be deemed approved until either the Stalking Horse Objection is resolved by agreement of the objecting party and the Debtors (in consultation with the DIP Lender and the Committee) or by order of the Court. If no timely Stalking Horse Objection is filed and served with respect to a Stalking Horse Bid in accordance with the Bidding Procedures and this Bidding Procedures Order, the Stalking Horse Protections contemplated by such Stalking Horse Bid shall be deemed approved without further order of the Court upon the expiration of the Stalking Horse Objection Deadline.

5. The Stalking Horse Protections are APPROVED and shall be paid in accordance with the terms set forth in any Stalking Horse Agreement. The Debtors' obligation to pay the Stalking Horse Protections shall constitute, pursuant to sections 503 and 507 of the Bankruptcy Code, an administrative expense claim against each of the Debtors' bankruptcy estates. The Stalking Horse Protections payable pursuant to the terms of the Stalking Horse Agreement shall be payable without any further order of this Court.

6. The Debtors' right to seek this Court's approval of one or more Stalking Horse Purchasers, with notice and a hearing, is hereby preserved.

Bidding Procedures

7. The Bidding Procedures attached hereto as **Exhibit l** are APPROVED and fully incorporated into this Bidding Procedures Order by reference. The failure to specifically include or reference any particular provision of the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such procedures, it being the intent of this Court that the Bidding Procedures be authorized and approved in their entirety. The Bidding Procedures shall govern all Bids and bidding procedures relating to the Sale of the Purchased Assets. Any party desiring to submit a Bid shall do so strictly in accordance with the terms of the Bidding Procedures and this Bidding Procedures Order. The Debtors are authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures.

8. Any deposits made by a Stalking Horse Purchaser or other bidder shall be held in escrow by the Debtors or their agent, and shall not become property of the Debtors' bankruptcy estates, unless and until released from escrow to the Debtors pursuant to the terms of the applicable escrow agreement.

9. To the extent that the DIP Lender desires to submit a competing credit bid for the Purchased Assets, the DIP Lender shall notify the Debtors and the Committee in writing of its intention to potentially credit bid no later than the Bid Deadline (the "Credit Bid Notification"). If the DIP Lender indicates in a Credit Bid Notification that it intends to credit bid at the Auction, the DIP Lender shall not receive the consent/consultation rights with respect to determination of Qualified Bids, Qualified Bidders, the Auction(s), or the selection of the Successful Bidder or Back-Up Bidder. In the event the DIP Lender subsequently revokes the Credit Bid Notification in writing and notifies the Debtors that it no longer intends to credit bid, then it shall again be afforded the consent rights and consultation rights described in these Bidding Procedures

10. The Bid Deadline shall be **March 2, 2026 at 5:00 p.m. (prevailing Central Time)**.

11. The Debtors, in consultation with the DIP Lender and the Committee, shall have the right to determine whether a bid is a Qualified Bid and shall notify all Potential Bidders whether they have been designated as a Qualified Bidder, as promptly as practicable after a Potential Bidder delivers the materials required by the Bidding Procedures; *provided, however*, that a Stalking Horse Purchaser shall be deemed a Qualified Bidder for all purposes, and a Stalking Horse Bid shall be deemed a Qualified Bid for all purposes in connection with the bidding process, the Auction, and the Sale.

12. The Auction, if an auction is necessary, shall be held at **10:00 a.m. (prevailing Central Time) on March 4, 2026**, telephonically, and/or by video via Zoom pursuant to instructions to be provided at a later date by the Debtors to parties entitled to attend the Auction, or the Auction will be held at such other time or manner as shall be timely communicated to any Stalking Horse Purchaser, Qualified Bidder, the Committee, and the DIP Lender. If no Qualified Bid other than the Stalking Horse Bid is received before the Bid Deadline, no Auction shall be conducted, the Stalking Horse Purchaser shall be deemed the Successful Bidder and the Debtors will proceed to request at the Sale Hearing that the Court approve the Sale in accordance with the Stalking Horse Agreement.

13. As soon as reasonably practicable after the conclusion of the Auction, but no later than the first business day following the conclusion of the Auction, the Debtors shall file notice of the identity of the Successful Bidder, the Back-Up Bidder, if any, and the respective amounts of such bids, and shall serve such notice by first class United States Mail or email (where available) to: (i) the Debtors' Master Service List; (ii) the United States Trustee for the Southern District of Texas; (iii) the DIP Lender; (iv) counsel to the Committee; and (v) any party requesting notice pursuant to Bankruptcy Rule 2002.

14. Objections, if any, to the manner in which the Auction was conducted and selection of the Successful Bidder must (a) be filed with the Clerk of the Court no later than **March 6, 2026 at 5:00 p.m. (prevailing Central Time)** (the "Supplemental Sale Objection Deadline"); (b) set forth in writing and describe with specificity the factual and legal basis for the Supplemental Sale Objection; and (c) comply with the Bankruptcy Rules and Bankruptcy Local Rules (any such objection, a "Supplemental Sale Objection"). Failure to file timely or appropriately a Supplemental Sale Objection by the Supplemental Sale Objection Deadline shall be deemed to be consent to the Successful Bidder and the manner in which the Auction was conducted, the Successful Bidder, the Backup Bidder, or the Sale to the Successful Bidder or the Backup Bidder.

15. If an Auction is conducted, each Qualified Bidder attending shall be required to confirm that it has not engaged in any collusion, within the meaning of section 363(n) of the Bankruptcy Code, with respect to the bidding or the Sale. The Auction shall be recorded or transcribed; *provided, however*, that, in consultation with the DIP Lender and the Committee, the Debtors may change the format of the Auction to a closed bid auction in lieu of a public Auction with incremental bidding.

16. Subject to the terms of the Bidding Procedures, in the event of a competing Qualified Bid, the Stalking Horse Purchaser (if any) will be entitled, but not obligated, to submit overbids and will be entitled in any such overbids to credit bid all its claims for Stalking Horse Protections pursuant to section 363(k) of the Bankruptcy Code.

17. Subject to the terms of the Bidding Procedures, the Debtors shall determine which Qualified Bid is the highest or otherwise best offer for the Purchased Assets, giving effect to the Stalking Horse Protections payable to the Stalking Horse Purchaser (if any), as well as any additional liabilities to be assumed by the relevant Qualified Bidder or Stalking Horse Purchaser

and any additional costs which may be imposed on the Debtors, in consultation with the Debtors' advisors, the Committee and with the DIP Lender; *provided, however*, if each Qualified Bid exceeds the DIP obligations owed to the DIP Lender, then the Debtors may consult with the DIP Lender in the Debtors' sole discretion. For purposes of valuing Qualified Bids and determining the Successful Bid(s), the full face amount of a credit bid shall be deemed to have the same value as the equivalent amount of cash. The Debtors shall notify the respective Stalking Horse Purchaser, the Committee and the DIP Lender promptly upon the selection of the Successful Bid.

18. Notwithstanding anything in this Order, the Bidding Procedures, or the Sale Motion, no Qualified Bid or combination of Qualified Bids may be designated as the Successful Bid or approved by the Court unless such Qualified Bid (or Qualified Bids) provide for the payment, in immediately available funds at closing, of the obligations owing to the DIP Lender under the DIP Term Sheet and DIP Order, including outstanding principal, accrued and unpaid interest, fees, costs, expenses, and any other amounts required to be paid upon repayment, unless the DIP Lender expressly consents in writing to alternative treatment.

19. The Debtors explicitly reserve the right, in their business judgment and after consultation with the DIP Lender and Committee, to exercise their discretion in conducting the Auction (in a manner that is not inconsistent with the Bidding Procedures, the Bankruptcy Code, or any Order of the Bankruptcy Court entered in connection herewith), including (x) modifying bidding increments as necessary to achieve the highest and best Bids for the Purchased Assets, (y) determining whether to adjourn the Auction to facilitate separate discussions between any Qualified Bidders, the Debtors, and/or the DIP Lender, as applicable, or (z) changing the format of the Auction to a closed bid auction in lieu of a public Auction with incremental bidding.

20. The Sale Hearing shall be held before the Honorable United States Bankruptcy Judge Christopher Lopez, at the United States Bankruptcy Court for the Southern District of Texas on **March 9, 2026 at 11:00 a.m. (prevailing Central Time)**. The Sale Hearing may be adjourned by the Debtors, in consultation with the DIP Lender and the Committee, without further notice to creditors or parties in interest other than by announcement in open Court on the date scheduled for the Sale Hearing or by filing a notice on the docket of the Debtors' Chapter 11 Cases.

21. The Successful Bidder shall appear at the Sale Hearing and be prepared to testify, if necessary, in support of the Successful Bid and the Successful Bidder's ability to close in a timely manner.

Sale Notice Procedures

22. The Sale Notice, substantially in the form attached to the Sale Motion, is hereby approved. The Sale Notice is reasonably calculated to provide sufficient notice to all parties in interest of the Debtors' intent to consummate one or more sale(s) with the Successful Bidder(s) and constitutes adequate notice of the sale. Additionally, the following Sale Notice procedures are hereby approved:

i. The Debtors shall serve the Sale Notice, together with the Bidding Procedures, within five (5) days after the entry of this Bidding Procedures Order, upon all parties on the Debtors' Master Service List, and, for the avoidance of doubt: : (a) counsel to the DIP Lender; (b) counsel to the Committee (c) the United States Trustee for the Southern District of Texas; (d) all other parties known to the Debtors who have or may have asserted liens, claims, encumbrances, or interests in or against the Assets; (e) the Debtors' thirty (30) largest unsecured creditors (on a consolidated basis); (f) all of the Debtors' creditors as required by Bankruptcy Rule 2002(a)(2); (g) federal, state, and local taxing authorities; (h) all parties that have requested notice pursuant to Bankruptcy Rule 2002; and (i) all parties known to have expressed an interest in a transaction with respect to all or a part of the Assets.

ii. Any objections to the relief requested in the Sale Motion as it relates to the sale of the Purchased Assets to the Successful Bidder (a "Sale Objection") must: (a) set forth in writing and describe with specificity the factual and legal basis for the Sale Objection; (b) comply with the Bankruptcy Rules and Bankruptcy Local Rules; (c) be filed with the Clerk of the Court no later than **5:00 p.m. (prevailing Central Time) on February 20, 2026** (the "Sale Objection Deadline"); and (d) be served, so as to be actually received on or before the Sale Objection Deadline by the service parties (the "Service Parties") consisting of: (i) proposed counsel to the Debtors, Pillsbury Winthrop Shaw Pittman LLP, 609 Main Street Suite 2000, Houston, TX 77002 (Attn: Hugh M. Ray, III (hugh.ray@pillsburylaw.com), Andrew V. Alfano (andrew.alfano@pillsburylaw.com), and Joshua T. Stenhjem (joshua.stenhjem@pillsburylaw.com)); (ii) counsel to the DIP Lender, Twelve Bridge Capital, LLC (Attn: Fishel Law Group 602 Sawyer Suite 400, Houston, TX 77007, Attn: Michael Fishel (michael@fishellawgroup.com)); (iii) proposed counsel to the Official Committee of Unsecured Creditors' (the "Committee"), Porzio, Bromberg & Newman, P.C., 100 Southgate Parkway, Morristown, NJ 07960, Attn: Rachel A. Parisi, Esq. (raparisi@pbnlaw.com), Christopher P. Mazza, Esq. (cpmazza@pbnlaw.com), and Jenny Zhou, Esq. (jzhou@pbnlaw) and (iv) counsel to the Stalking Horse Bidder, if any.

iii. The failure of any person or entity to file a Sale Objection by the Sale Objection Deadline shall be deemed a consent to the sale of the Purchased Assets to the Stalking Horse Purchaser or other Successful Bidder and the other relief requested in the Sale Motion for purposes of Bankruptcy Code section 363(f), except with respect to the conduct of the Auction. Further, the failure to file a Sale Objection by the Sale Objection Deadline shall be a bar to the assertion, at the Sale Hearing or thereafter, of (i) the sale of the Purchased Assets free and clear of an liens, claims, and encumbrances; and (ii) the entry of the Sale Order.

iv. If a Sale Objection is timely filed by the Sale Objection Deadline and the relevant parties are unable to resolve the Sale Objection prior to the commencement of the Sale Hearing, such Sale Objection will be adjudicated at the Sale Hearing or at such other date and time as may be fixed by the Court.

Miscellaneous Provisions

23. Prior to service, the Debtors may make final, non-substantive edits to the Bidding Procedures and Sale Notice, including correcting typographical and grammatical errors, making stylistic and formatting improvements, adding relevant dates and deadlines, and adding revisions announced on the record at the Bidding Procedures Hearing, each of which shall be deemed approved by this Bidding Procedures Order without further notice or hearing.

24. The Debtors are authorized to conduct the Sale without the necessity of complying with any state or local bulk transfer laws or requirements.

25. Subject to a Sale Order, the Debtors shall be authorized, but not directed, to transfer the Purchase Assets to the Successful Bidder or Stalking Horse Purchaser, as applicable.

26. In the event that there is a conflict between this Bidding Procedures Order or the Bidding Procedures, on the one hand, and the Sale Motion, an Asset Purchase Agreement, or a Stalking Horse Agreement, on the other hand, this Bidding Procedures Order and the Bidding Procedures shall control and govern, and this Bidding Procedures Order shall control in the event of any conflict with the Bidding Procedures.

27. All time periods set forth in this Bidding Procedures Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

28. The Court shall retain jurisdiction over all matters arising from or related to the interpretation and implementation of this Bidding Procedures Order.

29. For the avoidance of doubt and notwithstanding anything contained in this Order, this Order does not approve the sale of the assets, the form and contents of the Stalking Horse Agreement, or authorize the consummation of the Sale, such approval and authorization (if any) to be considered only at the Sale Hearing and all rights of all parties in interest to object to such approval and authorization are reserved.

30. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062, 9014 or otherwise, the terms and conditions of this Bidding Procedures Order shall be immediately effective and enforceable.

Signed: January 12, 2026

Christopher Lopez
United States Bankruptcy Judge

Exhibit 1

(Bidding Procedures)

AMPLE, INC, *ET AL*. - BIDDING PROCEDURES

Below are the bidding procedures (the "Bidding Procedures") to be employed in connection with the proposed sale of the Assets (the "Purchased Assets") of the Debtors (in such capacity, the "Sellers"), in connection with the Debtors' jointly administered chapter 11 cases of Ample, Inc. *et al*. (each a "Debtor" and collectively, the "Debtors") pending in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), Case No. 25-90817 (CML).

On January ●, 2026, the Bankruptcy Court entered an Order (the "Bidding Procedures Order") [ECF No. ●], which, among other things, authorized the Debtors to solicit bids and approved these Bidding Procedures, which are to be employed by the Debtors in connection with the proposed sale of, or acquisition transactions of the Debtors' Assets, free and clear of all liens, claims, encumbrances and other interests (collectively, the "Encumbrances"), other than those Encumbrances permitted by a Stalking Horse Agreement or Asset Purchase Agreement (as defined below) (any and each such transaction, a "Sale"), on an AS-IS, WHERE-IS WITH ALL FAULTS BASIS.

KEY DATES

Date and Time	Applicable Deadline
February 13, 2026 at 5:00 p.m.	Stalking Horse Designation Deadline
Ten (10) days after service of a Stalking Horse Selection Notice	Stalking Horse Objection Deadline
February 20, 2026 at 5:00 p.m.	Sale Objection Deadline
March 2, 2026 at 5:00 p.m.	Bid Deadline
March 4, 2026 at 10:00 a.m.	Auction Date
March 6, 2026 at 5:00 p.m.	Supplemental Sale Objection Deadline
March 9, 2026 at ● a.m. (CST)	Sale Hearing

STALKING HORSE PURCHASER AND STALKING HORSE PROTECTIONS

1. The Debtors have been authorized, but are not obligated, in an exercise of their business judgment and in consultation with the DIP Lender[2] and the Committee[3] to: (i) designate one or more bidders to act as stalking horse bidder in connection with the Sale (each, a "Stalking Horse Purchaser," and the bid of a Stalking Horse Purchaser a "Stalking Horse Bid"), with the

[2] "DIP Lender" shall mean Twelve Bridge Capital or any successor in interest.

[3] "Committee" shall mean the Official Committee of Unsecured Creditors.

consent of the DIP Lender, and enter into purchase agreements with respect to a Sale with such Stalking Horse Purchaser(s) (each, a "Stalking Horse Agreement") and (ii) in connection with any Stalking Horse Agreement with a Stalking Horse Purchaser, (a) provide a breakup fee (the "Breakup Fee") and (b) agree to reimburse reasonable and documented out-of-pocket fees and expenses (the "Expense Reimbursement"), and/or (c) agree to provide minimum overbid protections, all as reasonably acceptable to the Debtors, after consultation with the DIP Lender and the Committee, and as otherwise approved by the Bankruptcy Court (together with the Breakup Fee and Expense Reimbursement, the "Stalking Horse Protections"); *provided*, *however*, that the aggregate amount of Stalking Horse Protections that may be paid to any Stalking Horse Purchaser shall not exceed three percent (3%) percent of the Stalking Horse Purchaser's proposed purchase price (plus an Expense Reimbursement of no more than $100,000) and shall be payable only from the cash proceeds from a Sale with another Qualified Bidder which is designated the Successful Bidder. Subject to the below, no later than one (1) business day after the selection of a Stalking Horse Purchaser, the Debtors shall file a Stalking Horse Selection Notice (as defined below).

2. The Debtors will provide notice of such Stalking Horse Purchaser, the Stalking Horse Protections (including the amount and calculation thereof) and the Stalking Horse Agreement as outlined in the Bidding Procedures Order (the "Stalking Horse Selection Notice"). Parties in interest may file an objection (a "Stalking Horse Objection") to the designation of the Stalking Horse Purchaser or any of the terms of the Stalking Horse Agreement, including to any of the proposed Stalking Horse Protections, within ten (10) days after service of the Stalking Horse Selection Notice (the "Stalking Horse Objection Deadline"). If a timely Stalking Horse Objection is filed and served in accordance with these Bidding Procedures and the Bidding Procedures Order, the proposed designation of the Stalking Horse Purchaser and the Stalking Horse Protections under such Stalking Horse Agreement will not be deemed approved until either the Stalking Horse Objection is resolved by agreement of the objecting party and the Debtors (in consultation with the DIP Lender) or by order of the Bankruptcy Court. If no timely Stalking Horse Objection is filed and served with respect to the designation of the Stalking Horse Purchaser or the proposed Stalking Horse Protections, in accordance with these Bidding Procedures and the Bidding Procedures Order, the Stalking Horse Protections contemplated by such Stalking Horse Bid shall be deemed approved without further order of the Bankruptcy Court upon the expiration of the Stalking Horse Objection Deadline.

3. The Debtors have agreed that their obligation to pay the Stalking Horse Protections pursuant to the Stalking Horse Agreement shall survive termination of the Stalking Horse Agreement, and, to the extent owed by the Debtors, constitute an administrative expense claim under sections 503(b) and 507 of the Bankruptcy Code against the Debtors, and payable in accordance with the terms and conditions of the Stalking Horse Agreement and the Bidding Procedures Order. The Stalking Horse Protections are not payable in the event the Stalking Horse Purchaser breaches the Stalking Horse Agreement or otherwise fails to consummate the Stalking Horse Agreement and/or related Sale. The Debtors' expressly reserve all rights, claims, defenses and offsets they may otherwise have in this regard.

ASSETS TO BE SOLD AND ASSET PURCHASE AGREEMENT

4. The Debtors seek to consummate one or more Sales of the Purchased Assets. The Debtors will consider bids to acquire substantially all the Assets. The Debtors may draft a form of asset purchase agreement or such other document (together with all ancillary documents and agreements, the "Asset Purchase Agreement"), for parties interested in acquiring the Purchased Assets. The Debtors intend to provide copies of the form of Asset Purchase Agreement to all parties who express interest in submitting a Bid and will also make such form of Asset Purchase Agreement available in the electronic data room established by the Debtors in connection with their Sale process.

5. The Sale of the Purchased Assets is on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Sellers, their agents or estates, except to the extent set forth in the Asset Purchase Agreement of the Successful Bidder (as defined herein) as approved by the Bankruptcy Court (or in the Stalking Horse Agreement, as applicable). Pursuant to the form of Asset Purchase Agreement, the Successful Bidder shall acquire the Purchased Assets free and clear of any and all Encumbrances, subject to certain other conditions and except as otherwise provided in an Asset Purchase Agreement (or Stalking Horse Agreement, as applicable), with such Encumbrances to attach solely to the net proceeds of the Sale with the same validity and priority as such Encumbrances applied against the Purchased Assets prior to the Sale.

THE BIDDING PROCEDURES

A. Provisions Governing Potential Bidders

6. Unless otherwise ordered by the Bankruptcy Court, in order to participate in the bidding process, prior to the Bid Deadline (defined below), each person, other than a Stalking Horse Purchaser or the DIP Lender, who wishes to participate in the bidding process (each, a "Potential Bidder") must deliver the following to the Bid Notice Parties (as defined below):

(i) a written disclosure of the identity of each entity that will be bidding for the Purchased Assets or otherwise participating in connection with such Bid; and

(ii) an executed confidentiality agreement (to be delivered prior to the distribution of any confidential information by the Sellers to a Potential Bidder) in form and substance satisfactory to the Debtors.

B. Due Diligence

7. The Debtors, with the assistance of their investment banker and other advisors, will provide any Potential Bidder such due diligence access or additional information as the Debtors, in their reasonable discretion, deem appropriate, which may include contractual obligations to limit access to certain proprietary information. The due diligence period will extend through and include the Auction. Unless otherwise deemed reasonably appropriate by the Debtors after consultation with the DIP Lender and the Committee, the Debtors and their representatives and advisors shall not be obligated to furnish any due diligence information after the Auction.

Diligence inquiries should be made to the Debtors' investment banker using the contact information below:

Gordian Group LLC
126 East 56th Street, 14th Floor,
New York, NY 10022,
Attn: Liam Ahearn (lda@gordiangroup.com)
Kevin McGee (kpm@gordiangroup.com)
Ava Caravela (AC@gordiangroup.com)

C. Bid Deadline

8. A Qualified Bidder that desires to make a Bid will deliver written copies of its Bid via email to the following parties (collectively, the "Bid Notice Parties"): (i) the Debtors, by and through their Chief Restructuring Officers, Attn: John D. Baumgartner (JBaumgartner@getzlerhenrich.com) and Ann Huynh (ahuynh@getzlerhenrich.com); (ii) proposed investment banker to the Debtors, Gordian Group LLC, (Attn: Liam Ahearn (lda@gordiangroup.com), Kevin McGee (kpm@gordiangroup.com), and Ava Caravela (AC@gordiangroup.com)); (iii) proposed counsel for the Debtors, Pillsbury Winthrop Shaw Pittman LLP, 609 Main Street Suite 2000, Houston, TX 77002 (Attn: Hugh M. Ray, III (hugh.ray@pillsburylaw.com), Andrew V. Alfano (andrew.alfano@pillsburylaw.com), and Joshua T. Stenhjem (joshua.stenhjem@pillsburylaw.com)) and (iv) proposed counsel to the Committee, Porzio, Bromberg & Newman, P.C., 100 Southgate Parkway, Morristown, NJ 07960, Attn: Rachel A. Parisi, Esq. (raparisi@pbnlaw.com), Christopher P. Mazza, Esq. (cpmazza@pbnlaw.com), and Jenny Zhou, Esq. (jzhou@pbnlaw)

9. Bids must be actually received by the Bid Notice Parties by a date no later than **5:00 p.m. (prevailing Central Time) on March 2, 2026** (the "Bid Deadline"). The Bid Deadline may be extended by the Debtors in consultation with the DIP Lender and the Committee.

D. Credit Bid Notification

10. To the extent that the DIP Lender desires to submit a competing credit bid for the Purchased Assets, the DIP Lender shall notify the Debtors and the Committee in writing of its intention to potentially credit bid no later than the Bid Deadline (the "Credit Bid Notification"). If the DIP Lender indicates in a Credit Bid Notification that it intends to credit bid at the Auction, the DIP Lender shall not receive the consent/consultation rights with respect to determination of Qualified Bids, Qualified Bidders, the Auction(s), or the selection of the Successful Bidder or Back-Up Bidder, each as defined and more fully set forth below; *provided*, *however*, that the DIP Lender shall retain the consent rights and consultation rights set forth in subparagraph (l) of paragraph 12 below. In the event the DIP Lender subsequently revokes the Credit Bid Notification in writing and notifies the Debtors that it no longer intends to credit bid, then it shall again be afforded the consent rights and consultation rights described in these Bidding Procedures.

11. Notwithstanding the foregoing or anything herein to the contrary, unless otherwise ordered by the Bankruptcy Court for cause, the DIP Lender may submit credit bid(s) of all or a

portion of its secured claims any time after the Bid Deadline or during the Auction, so long as (i) such credit bid shall only serve as a "back-up" bid to the Stalking Horse Bid or such other Successful Bid, if applicable; (ii) the DIP Lender shall provide an Asset Purchase Agreement to the Debtors no later than one (1) business day after the Bid Deadline; and (iii) such credit bid shall remain irrevocable until the closing of the Sale to the Stalking Horse Purchaser or such other Successful Bidder, if applicable (any such credit bid, a "Credit Bid Back-up Bid" and such submitting lender, the "Credit Bid Back-up Bidder"). Other than with respect to the Asset Purchase Agreement, the Credit Bid Back-up Bid shall not be subject to the requirements herein for a Qualified Bid or a Back-up Bid. For the avoidance of doubt, the Credit Bid Back-up Bidder cannot be designated as the Back-up Bidder unless such party consents to such designation.

E. Provisions Governing Qualified Bids

12. A Bid will be considered a "Qualified Bid" and a Potential Bidder will be considered a "Qualified Bidder" only if the Bid is submitted complies with all of the following:

a. it states that the applicable Qualified Bidder offers to purchase, in cash or through a credit bid, some or all of the Purchased Assets upon the terms and conditions that the Debtors reasonably determine (in consultation with the Committee) are no less favorable to the Debtors than those set forth in the Asset Purchase Agreement or the Stalking Horse Agreement (if any);

b. it specifies the assets that are included in the Bid and, to the extent a Stalking Horse Purchaser is designated, states that such Qualified Bidder offers to purchase those assets included in the applicable Stalking Horse Agreement upon substantially the same terms as, or terms more favorable to the Debtors and their estates than, the terms set forth in the applicable Stalking Horse Agreement;

c. it includes a signed writing stating that the Qualified Bidder's offer is binding on such Qualified Bidder and irrevocable until the selection of the Successful Bidder, *provided*, *however*, that if such Qualified Bidder is selected as the Successful Bidder or the Back-Up Bidder (each, as defined below) its offer shall remain irrevocable until the later of (i) the closing of the Sale to the Successful Bidder or the Back-Up Bidder, and (ii) the date that is thirty (30) days after the Sale Hearing;

d. it includes written confirmation that there are no conditions precedent to the Qualified Bidder's ability to enter into a definitive agreement, including due diligence or financing contingencies, and that all necessary internal and shareholder approvals have been obtained prior to the submission of the Bid;

e. it includes a duly authorized and executed copy of a purchase agreement, based on the Asset Purchase Agreement or the Stalking Horse Agreement (if one exists), including the purchase price for the Purchased Assets expressed in U.S. Dollars (the "Purchase Price"), together with all exhibits and schedules thereto, together with copies marked to show any amendments and modifications to the

Asset Purchase Agreement or the Stalking Horse Agreement (if one exists) and the proposed order for approval of the Sale by the Bankruptcy Court, and includes a copy of a redline reflecting all of the changes to the Asset Purchase Agreement or the Stalking Horse Agreement (if any);

f. it includes confirmation that the Bid is not contingent upon such Qualified Bidder obtaining financing and includes financial statements or other written evidence, including (if applicable) a firm, irrevocable commitment for financing, establishing the ability of the Qualified Bidder to consummate the proposed Sale and pay the Purchase Price in cash, such as will allow the Debtors, in consultation with the DIP Lender and Committee, to make a reasonable determination as to the Qualified Bidder's financials and other capabilities to consummate the transaction contemplated by the Asset Purchase Agreement;

g. it provides for the repayment of all other costs payable by such Qualified Bidder, simultaneously with the closing of the Sale, including the Stalking Horse Protections;

h. in the event that there is a Stalking Horse Purchaser, and the Qualified Bidder wishes to bid on the same assets that are included in the Stalking Horse Agreement, it has a value to the Debtors, determined in the Debtors' reasonable business judgment that is greater than or equal to the sum of the value offered under the Stalking Horse Agreement, plus (i) the aggregate amount of the Stalking Horse Protections (if there is a Stalking Horse Bid), plus (ii) a minimum overbid of at least $100,000 or such other greater amount as may be determined by the Debtors in consultation with the DIP Lender and the Committee (the "Minimum Initial Overbid Amount");[4]

i. it includes an acknowledgement and representation that the Qualified Bidder: (i) has had an opportunity to conduct any and all required due diligence regarding the Purchased Assets prior to making its Bid; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets in making its Bid; (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Purchased Assets or the completeness of any information provided in connection therewith or with the Auction, except as expressly stated in the Asset Purchase Agreement; and (iv) with the exception of any Stalking Horse Purchaser, is not entitled to any expense reimbursement, break-up fee, or similar type of payment in connection with its Bid;

j. it includes evidence, in form and substance reasonably satisfactory to the Debtors of authorization and approval from the Qualified Bidder's board of

[4] The Debtors, after consulting with the DIP Lender and the Committee, will provide advanced notice to Qualified Bidders of the Minimum Initial Overbid Amount, which shall be no less than $100,000.

directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Asset Purchase Agreement;

k. it is accompanied by a good faith deposit (a "Good Faith Deposit") in the form of a wire transfer (to a bank account specified by the Debtors), certified check or such other form acceptable to the Debtors, payable to the order of the Debtors (or such other party as the Debtors may determine) in an amount equal to ten percent (10%) of the Purchase Price, plus, in the event that a Stalking Horse Bid has been submitted, (i) the aggregate amount of the Stalking Horse Protections and (ii) $100,000; *provided that* (i) any Qualified Bidder submitting a Bid with a credit bid component pursuant to section 363(k) of the Bankruptcy Code shall not be required to submit a Good Faith Deposit and (ii) the Debtors, in consultation with the DIP Lender and the Committee, may alter the Good Faith Deposit requirement for any party selected as a Stalking Horse Purchaser without leave of the Bankruptcy Court; *provided further*, that no Good Faith Deposit shall be required in connection with any credit bid submitted by the DIP Lender;

l. it contains full disclosure of the identity of each entity that will be bidding for the Purchased Assets or otherwise participating in connection with such Bid, and the complete terms of any such participation, as well as disclose the organizational form and business conducted by each entity;

m. it contains a commitment to close the Sale of the Purchased Assets upon entry of the Sale Order;

n. it contains such other information as may be reasonably requested by the Debtors, in consultation with the Debtors' investment banker; and

o. it is received prior to the Bid Deadline.

13. The Debtors, in consultation with the Committee, shall have the discretion to determine whether a Bid meets the above requirements and is therefore a Qualified Bid. Promptly upon determining that a Bid (other than a Stalking Horse Bid) constitutes a Qualified Bid, the Debtors shall notify the Stalking Horse Purchaser, if any, and the DIP Lender and Committee, in writing of such determination and will notify each Qualified Bidder that has submitted a Bid (other than the Stalking Horse Purchaser), whether such Qualified Bidder's Bid constitutes a Qualified Bid promptly after such determination has been made; *provided*, *however*, that such notification shall not be given later than one (1) calendar day following the expiration of the Bid Deadline. Only those Qualified Bidders who have submitted Qualified Bids, as determined by the Debtors, in consultation with the DIP Lender and the Committee, shall be deemed "Qualified Bidders" for purposes of these Bidding Procedures and the Auction.

14. Notwithstanding the foregoing, any Stalking Horse Purchaser shall be deemed a Qualified Bidder, and the Stalking Horse Agreement will be deemed a Qualified Bid, for all purposes in connection with the bidding process, the Auction, and the Sale without compliance with the above enumerated requirements. If there is one or more Stalking Horse Purchaser, any

such designated Stalking Horse Purchaser(s) shall be considered a Qualified Bidder and any Stalking Horse Agreement shall be a Qualified Bid.

F. Evaluation of Competing Bids

15. A Qualified Bid will be valued based upon several factors including, without limitation, (1) the amount of the Purchase Price provided by such Qualified Bid, (2) the risks and timing associated with consummating such Qualified Bid, including the ability to close a transaction, and the timing thereof (including any anticipated delays to Closing and the cost to the Debtors of such delays), (3) any proposed revisions to the Asset Purchase Agreement and/or the Stalking Horse Agreement and/or the proposed Sale Order, (4) the ability of the Qualified Bidder to obtain appropriate regulatory approvals, if any, and (5) any other factors deemed relevant by the Debtors, in consultation with their investment banker, the DIP Lender, and the Committee , as necessary (the "Evaluation Criteria"); provided, however, if each Qualified Bid exceeds the DIP obligations owed to the DIP Lender, then the Debtors may consult with the DIP Lender in the Debtors' sole discretion. For purposes of such valuation, the full face amount of a credit bid shall be deemed to have the same value as the equivalent amount of cash. The Debtors shall treat comparable credit bids, cash bids, and bids contemplating the assumption of liabilities as equivalent and no credit bid shall be considered inferior to a comparable cash bid or bid contemplating the assumption of liabilities because it is a credit bid.

G. No Qualified Bids

16. If the Debtors do not receive any Qualified Bids, other than the Stalking Horse Agreement (if any), the Debtors will not hold an auction and the Stalking Horse Purchaser will be named the Successful Bidder upon the expiration of the Bid Deadline.

H. Auction Process

17. If the Debtors receive one or more Qualified Bids in addition to a Stalking Horse Bid, or if there is no Stalking Horse Bid, the Debtors will conduct an auction of the Assets (the "Auction"), which shall be on **March 4, 2026 at 10:00 a.m. (prevailing Central Time)** [telephonically or otherwise pursuant to instructions to be provided by the Debtors to parties entitled to attend the Auction at a later date], or such other location or time as shall be timely communicated. At the start of the Auction, the Debtors shall describe the material terms of the Starting Bid (as defined below) for the Purchased Assets on the record. The Debtors shall maintain a written transcript of the Auction and all bids made and announced at the Auction, if any, including the Starting Bid, any and all Subsequent Bids, and the Successful Bid. The Auction, which shall be recorded or transcribed, shall be held in accordance with the following procedures:

a. Unless otherwise agreed by the Debtor (after consultation with the Committee), in addition to estate professionals and the DIP Lender (including its counsel), only the Stalking Horse Purchaser, if any, and any other Qualified Bidders who have submitted Qualified Bids (and their counsel) will be entitled to attend, with the Stalking Horse Purchaser and other Qualified Bidders entitled to submit competing Bids (*i.e.*, bids other than Credit Bid Back-up Bids) at the Auction;

b. the Stalking Horse Purchaser will, notwithstanding the elements of the Purchase Price set forth in the Stalking Horse Agreement, be entitled to make subsequent Bids for all or substantially all or any combination of the Purchased Assets comprised of further credit bids, cash, additional or different consideration of any type, or any combination of the foregoing;

c. each Qualified Bidder participating in the Auction shall be required to confirm on the record at the Auction (a) it has not engaged in any collusion with respect to the bidding and the Auction, (b) its Qualified Bid is a good faith *bona fide* offer that it intends to consummate if selected as the Successful Bidder or Back-up Bidder, and (c) the Qualified Bidder (other than the Credit Bid Back-up Bidder) agrees to serve as the Back-up Bidder if its Qualified Bid is the next highest or otherwise best bid after the Successful Bid;

d. at least one (1) business day prior to the Auction, each Qualified Bidder who has timely submitted a Qualified Bid must inform the Debtors whether it intends to attend the Auction and all Qualified Bidders wishing to attend the Auction must have at least one individual representative with authority to bind such Qualified Bidder in attendance at the Auction in person; *provided* that in the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder's Qualified Bid shall nevertheless remain fully enforceable against such Qualified Bidder until the selection of the Successful Bidder and Back-Up Bidder at the conclusion of the Auction. At least one (1) business day prior to the Auction, the Debtors will provide copies of the Qualified Bid, or combination of Qualified Bids, which the Debtors believe, after consultation with the DIP Lender and the Committee (which may be present at the Auction), is the highest or otherwise best offer for the Purchased Assets (the "Starting Bid") to the Stalking Horse Purchaser, if any, and counsel to the DIP Lender.

e. the actual identity of each Qualified Bidder will be disclosed on the record at the Auction;

f. bidding at the Auction will begin with the Starting Bid and continue in bidding increments (each, a "Subsequent Bid") providing a net value to the Debtors' estates of at least $100,000 above the prior Bid. After the first round of bidding and between each subsequent round of bidding, the Debtors, after consultation with the DIP Lender and the Committee, shall announce the Bid (and the value of such Bid) that they believe to be the highest or otherwise best Bid (each, the "Leading Bid").

g. A round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid.

h. Except as specifically set forth herein, for the purpose of evaluating the value of the Purchase Price provided by each Subsequent Bid (including any Subsequent Bid by the Stalking Horse Purchaser), the Debtors shall give effect

to the Stalking Horse Protections as well as any additional liabilities to be assumed by a Qualified Bidder, and any additional costs which may be imposed on the Debtors.

i. The Debtors may accept Bids for all or substantially all of the Purchased Assets.

j. The Debtors explicitly reserve the right, in their business judgment and after consultation with the DIP Lender and the Committee, to exercise their discretion in conducting the Auction (in a manner that is not inconsistent with the Bidding Procedures, the Bankruptcy Code, or any Order of the Bankruptcy Court entered in connection herewith), including (x) modifying bidding increments as necessary to achieve the highest and best Bids for the Purchased Assets, (y) determining whether to adjourn the Auction to facilitate separate discussions between any Qualified Bidders, the Debtors, and/or the DIP Lender, as applicable, or (z) changing the format of the Auction to a closed bid auction in lieu of a public Auction with incremental bidding.

I. Selection of Successful Bid

18. Prior to the conclusion of the Auction, the Debtors, in consultation with the DIP Lender and the Committee, will review and evaluate each Qualified Bid submitted at the Auction (including by the Stalking Horse Purchaser) in accordance with the procedures set forth herein and determine which offer is the highest or otherwise best offer, which will be determined by considering, among other things, the Evaluation Criteria, (one or more such bids, collectively the "Successful Bid" and the bidder(s) making such bid(s), collectively, the "Successful Bidder"), and communicate to the Stalking Horse Purchaser and the other Auction participants the identity of the Successful Bidder and the details of the Successful Bid.; *provided, however*, if each Qualified Bid exceeds the DIP obligations owed to the DIP Lender, then the Debtors may consult with the DIP Lender in the Debtors' sole discretion. The determination of the Successful Bid by the Debtors at the conclusion of the Auction shall be final, subject only to approval by the Bankruptcy Court.

19. Other than the Stalking Horse Purchaser, the Qualified Bidder(s) with the next highest or otherwise best Qualified Bid, as determined by the Debtors, in consultation with the DIP Lender and the Committee, will be required to serve as a back-up bidder (the "Back-Up Bidder") and keep its bid open and irrevocable until the later to occur of thirty (30) days after the Sale Hearing and closing on the Successful Bid with the Successful Bidder. If the Successful Bidder fails to consummate the Sale, the Back-Up Bidder will be deemed to be the new Successful Bidder, and the Debtors will be authorized and directed to consummate the Sale with the Back-Up Bidder without further order of the Bankruptcy Court. In no event shall the Stalking Horse Purchaser be the Back-Up Bidder.

20. Within two (2) business days after conclusion of the Auction, the Successful Bidder shall complete and execute all agreements, contracts, instruments and other documents necessary to consummate the Successful Bid. Within one (1) business day after conclusion of the Auction, the Debtors shall file a notice with the Bankruptcy Court identifying the Successful Bidder and the Back-Up Bidder.

21. The Debtors will sell the Purchased Assets to the Successful Bidder(s) pursuant to the terms of the Successful Bid(s) upon the approval of such Successful Bid(s) by the Bankruptcy Court at the Sale Hearing.

J. Return of Deposits

22. All Good Faith Deposits shall be returned to each bidder not selected by the Debtors as the Successful Bidder or the Back-Up Bidder (as defined below) no later than five (5) business days following the conclusion of the Auction.

23. The Stalking Horse Protections payable to any Stalking Horse Purchaser shall be paid not later than three (3) business days after the closing of the Sale with the Successful Bidder for the Purchased Assets bid upon by the Stalking Horse Purchaser from the proceeds of such transaction.

SALE HEARING

24. The Debtors will seek entry of a Sale Order from the Bankruptcy Court at a hearing (the "Sale Hearing") to begin on **March 9, 2026 at ●:00 a.m. (prevailing Central Time)**, subject to the availability of the Bankruptcy Court, to approve and authorize the Sale to the Successful Bidder and/or Stocking Horse Purchaser on the terms and conditions memorialized in the applicable Asset Purchase Agreement or Stalking Horse Agreement.

RESERVATION OF RIGHTS

25. The Debtors reserve the right, in their reasonable business judgment and after consultation with the DIP Lender and the Committee, to adjourn the Auction, if any, one or more times to, among other things: (i) facilitate discussions between and amongst the Debtors, the Qualified Bidders and the DIP Lender, as appropriate; (ii) allow Qualified Bidders to consider how they wish to proceed; and (iii) provide Qualified Bidders the opportunity to provide the Debtors and the DIP Lender with such additional evidence as the Debtors, in their reasonable business judgment, after consultation with the DIP Lender and Committee, may require that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the prevailing Subsequent Bid amount.

EXHIBIT 6-a

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

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

NOTICE OF MODIFIED SALE PROCESS AND EXTENSION OF THE BID DEADLINE

PLEASE TAKE NOTICE OF THE FOLLOWING:

On January 12, 2026, the Court entered an order [ECF No. 92] (the "Bidding Procedures Order") establishing bidding procedures (the "Bidding Procedures") that govern the manner in which the Debtors' Assets are to be marketed and sold.[2]

Pursuant to paragraph 19 of the Bidding Procedures Order and paragraph 17(j) of the Bidding Procedures, the Debtors, in consultation with the DIP Lender and the Committee, have modified the Auction format from a public auction with incremental bidding to a closed-bid process.

All interested parties are hereby advised that the Debtors will accept "highest and best" offers from Qualified Bidders for the Assets. Given this modified format, bidders should assume there will be no opportunity to enhance their offers following submission.

The Bid Deadline, previously set for March 2, 2026 at 5:00 p.m. (prevailing Central Time), is extended to **March 4, 2026 at 5:00 p.m. (prevailing Central Time)** to provide additional time for parties to submit "highest and best" offers through the closed-bid process. As a result of this change, no Auction will be conducted on March 4, 2026.

[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 notice is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

Additional information regarding the modified Sale process and the Bidding Procedures can be directed to Debtors' counsel using the contact information below, or by contacting the Debtors' investment banker at the Gordian Group LLC (Attn: Liam Ahearn (lda@gordiangroup.com), Kevin McGee (kpm@gordiangroup.com), and Ava Caravela (AC@gordiangroup.com)).

Date: February 27, 2026

PILLSBURY WINTHROP SHAW PITTMAN LLP

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

Hugh M. Ray, III
TX Bar No. 24004246
L. James Dickinson
TX Bar No. 24105805
Joshua Stenhjem
ND Bar No. 09941
609 Main Street, Suite 2000
Houston, TX 77002
Telephone: 713-276-7600
hugh.ray@pillsburylaw.com
james.dickinson@pillsburylaw.com
joshua.stenhjem@pillsburylaw.com

--and--

Andrew V. Alfano
N.Y. Bar No. 5525241
31 West 52nd Street
New York, NY 10019-6131
Telephone: 212-858-1000
andrew.alfano@pillsburylaw.com

Counsel to the Debtors

From: Jones, Nancy J.
To: Docket
Subject: FW: 25-90817 Notice
Date: Friday, February 27, 2026 11:47:22 AM

Nancy J. Jones, RP® | Pillsbury Winthrop Shaw Pittman LLP
Legal Practice Coordinator
609 Main Street, Suite 2000 | Houston, TX 77002
t +1.713.276.7662 | m +1.832.693.3296
nancy.jones@pillsburylaw.com | pillsburylaw.com

From: BKECF_LiveDB@txs.uscourts.gov <BKECF_LiveDB@txs.uscourts.gov>
Sent: Friday, February 27, 2026 11:46:12 AM (UTC-06:00) Central Time (US & Canada)
To: BK_Notices@txsb.uscourts.gov <BK_Notices@txsb.uscourts.gov>
Subject: 25-90817 Notice

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U.S. Bankruptcy Court

Southern District of Texas

Notice of Electronic Filing

The following transaction was received from Hugh Massey Ray entered on 2/27/2026 at 11:46 AM CST and filed on 2/27/2026

Case Name: Ample, Inc. and Official Committee Of Unsecured Creditors
Case Number: 25-90817
Document Number: 198

Docket Text:
Notice *of Modified Sale Process and Extension of the Bid Deadline*. (Related document(s): [92] Order on Motion for Approval) Filed by Ample, Inc. (Ray, Hugh)

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename: Ample - Notice of Modified Sale Process.pdf
Electronic document Stamp:
[STAMP bkecfStamp_ID=996787432 [Date=2/27/2026] [FileNumber=53381025-0] [0b570410d949edb20d498cba89cab33e51cf1c01b6849b778f8150c44e185b34107 ae90816b88cce79f179646c2ea95f09eae09610c668c2bb44f9016892cf2f]]

25-90817 Notice will be electronically mailed to:

Andrew Vincent Alfano on behalf of Debtor Ample, Inc.
andrew.alfano@pillsburylaw.com

Dominique Ashley Douglas on behalf of Creditor Committee Official Committee Of Unsecured Creditors
ddouglas@dykema.com,
MAraiza@dykema.com;Douglas.DominiqueB146254@notify.bestcase.com

Jeffrey Rice Dutson on behalf of Creditor Citizens Bank, N.A
jdutson@kslaw.com

Scott D Fink on behalf of Creditor Toyota Industries Commercial Finance, Inc.
Bronationalecf@weltman.com

Michael Fishel on behalf of Creditor Twelve Bridge Capital, LLC
michael@FishelLawGroup.com, michael-fishel-2874@ecf.pacerpro.com

Vianey Garza on behalf of U.S. Trustee US Trustee
vianey.garza@usdoj.gov

Evan Gershbein on behalf of Other Prof. Kurtzman Carson Consultants, LLC d/b/a Verita Global
ECFpleadings@kccllc.com, ECFpleadings@kccllc.com

Andrew Jimenez on behalf of U.S. Trustee US Trustee
andrew.jimenez@usdoj.gov

Yosina Mariette Lissebeck on behalf of Creditor TQL Global, LLC
yosina.lissebeck@dinsmore.com, caron.burke@dinsmore.com

Russell Hale Neilson on behalf of Creditor Citizens Bank, N.A
hneilson@kslaw.com, TGreen@KSLAW.com

Mark Alan Platt on behalf of Creditor KR 100 Hooper, LLC
mplatt@fbtlaw.com, dwilliams@fbtlaw.com

Sarah L. Primrose on behalf of Creditor Citizens Bank, N.A
sprimrose@kslaw.com

Hugh Massey Ray, III on behalf of Debtor Ample Texas EV, LLC
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

Hugh Massey Ray, III on behalf of Debtor Ample, Inc.
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

Hugh Massey Ray, III on behalf of Defendant Ample, Inc.

hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

US Trustee
USTPRegion07.HU.ECF@USDOJ.GOV

25-90817 Notice will not be electronically mailed to:

Pillsbury Winthrop Shaw Pittman LLP
,

EXHIBIT 6-b

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

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

NOTICE OF SECOND EXTENSION OF THE BID DEADLINE

PLEASE TAKE NOTICE OF THE FOLLOWING:

On January 12, 2026, the Court entered an order [ECF No. 92] (the "Bidding Procedures Order") establishing bidding procedures (the "Bidding Procedures") for the marketing and sale of the Debtors' Assets.[2]

On February 27, 2026, the Debtors filed a notice [ECF No. 198] modifying the Auction to a closed, highest and best offer process and extending the Bid Deadline to March 4, 2026 at 5:00 p.m. (prevailing Central Time) for parties to submit "highest and best" offers through the modified process.

The Debtors, in consultation with the DIP Lender and the Committee and in accordance with the Bidding Procedures, have agreed to further extend the Bid Deadline to **March 18, 2026 at 5:00 p.m. (prevailing Central Time)** to allow potential Bidders additional time to submit highest and best offers for the Assets, including those Bidders whose diligence and deliberative processes may be impacted by conflict abroad.

[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 notice is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

Additional information regarding the Sale process and the Bidding Procedures can be directed to Debtors' counsel using the contact information below, or by contacting the Debtors' investment banker at the Gordian Group LLC (Attn: Liam Ahearn (lda@gordiangroup.com), Kevin McGee (kpm@gordiangroup.com), and Ava Caravela (ac@gordiangroup.com)).

Date: March 4, 2026

PILLSBURY WINTHROP SHAW PITTMAN LLP

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

Hugh M. Ray, III
TX Bar No. 24004246
L. James Dickinson
TX Bar No. 24105805
Joshua Stenhjem
ND Bar No. 09941
609 Main Street, Suite 2000
Houston, TX 77002
Telephone: 713-276-7600
hugh.ray@pillsburylaw.com
james.dickinson@pillsburylaw.com
joshua.stenhjem@pillsburylaw.com

--and--

Andrew V. Alfano
N.Y. Bar No. 5525241
31 West 52nd Street
New York, NY 10019-6131
Telephone: 212-858-1000
andrew.alfano@pillsburylaw.com

Counsel to the Debtors

From: Jones, Nancy J.
To: Docket
Subject: FW: 25-90817 Notice
Date: Wednesday, March 4, 2026 2:59:52 PM

Nancy J. Jones, RP® | Pillsbury Winthrop Shaw Pittman LLP
Legal Practice Coordinator
609 Main Street, Suite 2000 | Houston, TX 77002
t +1.713.276.7662 | m +1.832.693.3296
nancy.jones@pillsburylaw.com | pillsburylaw.com

From: BKECF_LiveDB@txs.uscourts.gov <BKECF_LiveDB@txs.uscourts.gov>
Sent: Wednesday, March 4, 2026 2:58:58 PM (UTC-06:00) Central Time (US & Canada)
To: BK_Notices@txsb.uscourts.gov <BK_Notices@txsb.uscourts.gov>
Subject: 25-90817 Notice

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U.S. Bankruptcy Court

Southern District of Texas

Notice of Electronic Filing

The following transaction was received from Hugh Massey Ray entered on 3/4/2026 at 2:58 PM CST and filed on 3/4/2026

Case Name: Ample, Inc. and Official Committee Of Unsecured Creditors
Case Number: 25-90817
Document Number: 207

Docket Text:
Notice *of Second Extension of the Bid Deadline*. (Related document(s):[92] Order on Motion for Approval, [198] Notice) Filed by Ample, Inc. (Ray, Hugh)

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename: Ample - Notice of 2d Extended Bid Deadline 3-18.pdf
Electronic document Stamp:
[STAMP bkecfStamp_ID=996787432 [Date=3/4/2026] [FileNumber=53406619-0] [190f92594a891d499c8cb3b16d8b177b94a0769df09c17a25b18d2ca9ad979c56592 3f39da223523ab10b44b97f08e808bfe4139ab37343f0a79af638d023266]]

25-90817 Notice will be electronically mailed to:

Andrew Vincent Alfano on behalf of Debtor Ample, Inc.
andrew.alfano@pillsburylaw.com

Dominique Ashley Douglas on behalf of Creditor Committee Official Committee Of Unsecured Creditors
ddouglas@dykema.com,
MAraiza@dykema.com;Douglas.DominiqueB146254@notify.bestcase.com

Jeffrey Rice Dutson on behalf of Creditor Citizens Bank, N.A
jdutson@kslaw.com

Scott D Fink on behalf of Creditor Toyota Industries Commercial Finance, Inc.
Bronationalecf@weltman.com

Michael Fishel on behalf of Creditor Twelve Bridge Capital, LLC
michael@FishelLawGroup.com, michael-fishel-2874@ecf.pacerpro.com

Vianey Garza on behalf of U.S. Trustee US Trustee
vianey.garza@usdoj.gov

Evan Gershbein on behalf of Other Prof. Kurtzman Carson Consultants, LLC d/b/a Verita Global
ECFpleadings@kccllc.com, ECFpleadings@kccllc.com

Andrew Jimenez on behalf of U.S. Trustee US Trustee
andrew.jimenez@usdoj.gov

Yosina Mariette Lissebeck on behalf of Creditor TQL Global, LLC
yosina.lissebeck@dinsmore.com, caron.burke@dinsmore.com

Russell Hale Neilson on behalf of Creditor Citizens Bank, N.A
hneilson@kslaw.com, TGreen@KSLAW.com

Mark Alan Platt on behalf of Creditor KR 100 Hooper, LLC
mplatt@fbtlaw.com, dwilliams@fbtlaw.com

Sarah L. Primrose on behalf of Creditor Citizens Bank, N.A
sprimrose@kslaw.com

Hugh Massey Ray, III on behalf of Debtor Ample Texas EV, LLC
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

Hugh Massey Ray, III on behalf of Debtor Ample, Inc.
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

Hugh Massey Ray, III on behalf of Defendant Ample, Inc.

hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

US Trustee
USTPRegion07.HU.ECF@USDOJ.GOV

25-90817 Notice will not be electronically mailed to:

Getzler Henrich & Associates LLC
,

Pillsbury Winthrop Shaw Pittman LLP
,

EXHIBIT 7

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)

DECLARATION OF JOHN D. BAUMGARTNER IN SUPPORT OF ENTRY OF A SALE ORDER (I) APPROVING THE SALE OF CERTAIN ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES; AND (II) GRANTING RELATED RELIEF

I, John D. Baumgartner, make this declaration (this "Declaration") pursuant to 28 U.S.C. § 1746, and state:

1. I submit this Declaration in support of entry of an order (the "Sale Order") approving the sale of certain assets free and clear of all liens, claims, interests, and encumbrances to Transform AMP, LLC ("Transform") and Twelve Bridge Capital, LLC (the "DIP Lender" and, together with Transform, the "Purchasers"). A copy of the form of Asset Purchase Agreement, dated as of April 15, 2026, by and among Transform, the DIP Lender, and the Debtors, is attached as Exhibit A to the *Notice of (I) Successful Bid; and (II) Sale Hearing Scheduled for April 21, 2026* [Docket No. 239] (the "Notice").

2. Prior to the commencement of these Chapter 11 Cases, the Debtors attempted to avoid bankruptcy by marketing their assets and worked with several parties who expressed strong interest in acquiring the Debtors' businesses. Those parties were connected with global automobile and truck companies and other industry participants, so the expectations for a sale were high. Because the Debtors ran out of cash while trying to get a deal done, they had to file for

[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).

chapter 11 protection and obtain a DIP Loan to fund operations and expenses during the sale process.

3. On January 12, 2026, the Debtors received authority to conduct a marketing and sale process for substantially all their Assets. The process was led by the Debtors' investment bankers at Gordian Group, LLC ("Gordian"), which contacted dozens of potential counterparties, including parties that had previously invested in or expressed interest in the Debtors. The process began and the bids were to come in March.

4. But during this sale process, it is a fair characterization to say "the bottom dropped out" of electric vehicle new product investments. By way of example, a major car company with whom the Debtors had an operation in Spain and with whom the Debtors hoped to consummate a transaction publicly announced on February 6, 2026 that it was taking a €22 billion charge and write down with respect to its EV division, and thus would not submit a bid. And the landscape grew bleaker.

5. Gordian contacted approximately 170 parties. Many of those parties are household names who, until recently, were reliably focused on EV development. Fourteen of the parties contacted signed Non-Disclosure Agreements and received access to the data room with an eye towards putting together an offer to buy some or all the Debtors' assets.

6. The bidders were active. During the marketing period, Gordian—and, to a lesser extent, the Debtors' financial advisors from Getzler Henrich & Associates ("GHA") and I—met numerous times with the prospective buyers to discuss the business and Assets. Gordian, the Debtors' employees, GHA and I responded to multiple diligence inquiries covering a wide range of topics, including (i) intellectual property, (ii) robotics and other mechanical systems, (iii) the Debtors' facilities, (iv) former employees and contractors with institutional knowledge, and (v)

regulatory considerations, among many other matters. Throughout this diligence process, Transform demonstrated thoughtfulness and thoroughness in reviewing and preparing a bid to acquire some or all of the Debtors' assets.

7. Even though many parties to the NDAs demonstrated legitimate interest during the marketing process, the hurdles seemed to grow. Most notably, the purchasers who thought they could secure sufficient capital to fund post-sale operations were finding long-term investment pools for EVs drying up. This anticipated post-sale investment appeared to be a substantial challenge for prospective buyers. Restarting operations necessitated millions of dollars in additional funding over a longer timeline than markets would provide.

8. In the end, many potential purchasers either failed to bid for reasons outside of the Debtors' efforts or ultimately could not propose a valid bid for internal reasons. These challenges reduced global interest in buying the Assets and reduced the prospective value even further. The Debtors did not receive any stalking horse bids by the February 13, 2026 deadline. Multiple parties requested additional time to prepare potential bids beyond the end of February.

9. At Gordian's recommendation, and in consultation with the Debtors, the DIP Lender, and the Official Committee of Unsecured Creditors (the "Committee"), the Debtors determined that a closed bid process would be most effective in eliciting the highest and best offers in the absence of using a stalking horse bidder to establish a starting value for an auction. The Debtors also extended the Bid Deadline to March 4, 2026.

10. In response to timing concerns raised by interested parties—including the impact of ongoing conflict surrounding Iran (where certain interested parties did business)—the Debtors, in consultation with the DIP Lender and the Committee, further extended the bid deadline to March 18, 2026.

11. But in the end, the Debtors received only a handful of "bids" by the second extended deadline (some were not "qualified bids" as required by the procedures), and none of what the Debtors received would have satisfied the DIP Facility in full. Some "bids" would have resulted in no recovery for the Estates anytime soon. Thus, other than the bids submitted by the DIP Lender and Transform, the Debtors determined that the remaining bids were not actionable for a variety of reasons, including because they did not provide for satisfaction of the DIP obligations, relied on non-cash or contingent consideration tied to post-sale performance, or required the Debtors to fund ongoing operating expenses for a period of time. Thus, aside from the DIP Lender's bid, Transform submitted the only actionable proposal (and even Transform's initial bid required the DIP Lender's consent to proceed because it did not satisfy the DIP Facility).

12. Thus, on or around March 21, 2026, the DIP Lender informed the Committee and Debtors of its intention to work with Transform on the terms of a joint bid designed to increase overall consideration to the estates. The Debtors and Committee consented to this change. In the weeks that followed, the Debtors facilitated additional diligence, including site visits to the facilities by Transform, and provided further information to both the DIP Lender and Transform.

13. Meanwhile, there was a parallel mediation planned to formalize the most positive outcome for the Estates. The Committee, the Debtors and the DIP Lender agreed to participate in a mediation with Retired Bankruptcy Judge Harlin D. Hale to resolve various plan and claim issues, including issues relating to the "WARN Act Plaintiffs."[2] The mediation involved resolving disputes over many Estate claims and resources, whether by a plan or otherwise, and acted as the fulcrum to address the following issues:

a. The appropriate method to maximize recoveries for the Estates,

[2] Plaintiffs Sabrina Ohanian, Henry Smith, and Maricela Guerrero Santo on behalf of themselves and all others similarly situated.

b. The maximization of value for all parties,

c. The treatment of WARN Act Plaintiffs,

d. Maximization of value for remaining assets (those to be auctioned by Onyx Asset Advisors, LLC ("Onyx") and Rabin Worldwide, Inc. ("Rabin" and together, the "Sale Agents")),

e. The timing of the sale and post-sale options.

14. As a result of the mediation, the Debtors and Committee and DIP Lender finalized the joint Successful Bid from the DIP Lender and Transform to acquire the Debtors' intellectual property portfolio, Claims, and related tangible assets, together with certain related rights, for $2 million in credit-bid consideration, plus cure amounts for assuming and assigning executory contracts, if any.

15. Additionally, the Debtors, Committee, and DIP Lender have agreed in principle (each reserving their rights before a final hearing) to liquidate the assets at the Debtors' facilities using Onyx and Rabin who will be engaged as Sale Agents and compensated from a buyer's premium as set forth in the application to employ Onyx and Rabin that was filed on April 17, 2026 at docket no. 242. The expenses of cleaning the premises and making assets ready for sale will be deducted from sales proceeds and are deemed authorized by the DIP Lender. The Sale Agents can obtain the best outcome for the Estates, the best potential for a recovery to unsecured claims, and the best potential for satisfaction of the DIP Facility. The Sale Agents have been working at the facilities for weeks to prepare for the sales.

16. This outcome, an agreed, mediated, bid and the concomitant sale via Onyx, is consented to by the DIP Lender, so it avoids a default on the DIP Facility. This also allows the

Debtors the opportunity to sell significant hard assets to potentially generate recoveries from the Estate.

17. Thus, the joint bid and Asset Purchase Agreement, as negotiated within mediation, should be approved for several reasons:

a. It is the product of a robust and comprehensive marketing process conducted by Gordian, during which over 170 parties were contacted and extensive diligence was undertaken.

b. The joint bid reduces the outstanding balance under the DIP loan by $2 million which would not otherwise happen, and by excluding physical assets thus maximizes the potential for additional recovery from the hard asset sales.

c. Purchasers are acquiring the intellectual property and certain related assets but will leave significant, potentially material assets remaining in these estates to monetize for the benefit of creditors.

d. Its terms were negotiated at arm's length between the Debtors and the Purchasers, in consultation with the Committee with the oversight of Judge Hale as mediator, whose wisdom and reputation buttress the absolute good faith of all parties to the mediation, the sale, and the settlement of the WARN Act Plaintiff claims (a Rule 9019 motion will be filed soon, but that settlement does not affect this proposed sale and is not delaying it).

e. Prior offers proposed materially less consideration and less certainty of future potential.

f. Other bids received were not actionable but those same bidders now may re-engage and bid more for the hard assets not included in the proposed joint bid transaction.

g. Neither Purchaser is an insider of the Debtors and they have made that representation part of the Asset Purchase Agreement.

h. The joint bid constitutes fair and reasonable value for the Purchased Assets under the circumstances, and Transform and the DIP Lender have demonstrated that they have the ability to close.

18. Accordingly, approval of the joint bid represents a sound exercise of the Debtors' business judgment and is in the best interests of the estates and their stakeholders.

19. I and the entire Board of Directors have approved the Asset Purchase Agreement attached to the Notice as Exhibit A. After consultation with the Board and exercise of business judgment, the Debtors determined to accept the joint bid and Asset Purchase Agreement. This sale, I believe, maximizes the recovery to the Estates and represents the highest and best offer for the Assets being acquired.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 20, 2026

Ample, Inc. and Ample Texas EV, LLC

By: */s/ John D. Baumgartner*
Name: John D. Baumgartner
Title: Chief Restructuring Officer

EXHIBIT 8

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

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

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

Emergency relief has been requested. Relief is requested not later than 1:30 p.m. on April 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"), respectfully submit this emergency motion (this "Motion"), (i) approving the employment and retention of Onyx Asset Advisors, LLC ("Onyx"), and Rabin Worldwide, Inc. ("Rabin"), as the Debtors' sale agents (the "Sale Agents"), consistent with the Sale Agent Agreement (defined below), to market and sell the tangible assets on the Debtors' behalf listed on Schedule A thereto (the "Assets"), which are located at the Facilities (as defined below), (ii) authorizing and approving the sales by the Sale Agents (acting on behalf of the Debtors) of the Assets free and clear of any liens, claims, interests and encumbrances, and (iii) granting related relief.

[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). 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.

In support of the Motion, the Debtors submit the declaration of John D. Baumgartner, the Debtors' Chief Restructuring Officer (the "Baumgartner Declaration"), attached as **Exhibit A**, as well as the declarations of K. Kevin Otus of Onyx Asset Advisors, LLC (the "Otus Declaration"), and Ms. Shira Weissman of Rabin Worldwide, Inc. (the "Weissman Declaration" and together with the Otus Declaration, the "Sale Agent Declarations"), both attached hereto as **Exhibit B**. In further support of this Motion, the Debtors respectfully state as follows:[2]

Jurisdiction

1. This Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334 and the standing order of reference. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b) because it arises in a case under Title 11. Venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409. The relief is sought under 11 U.S.C. §§ 327(a), 328(a), 363, and 1107, Fed. R. Bankr. P. 6004 and 6005, and the applicable portions of Fed. R. Bankr. P. 2014 and Local Rule 2014-1.

2. The Debtors consent to entry of a final order by the Court on this Motion.

Background

General Background

3. On December 16, 2025 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court. The Debtors continue to operate their businesses and manage their properties as debtors in possession under 11 U.S.C. §§ 1107(a) and 1108.

[2] A detailed description of the Debtors and their businesses and the facts and circumstances supporting this Motion and the Debtors' restructuring, are set forth in greater detail in the *Declaration of John D. Baumgartner in Support of First Day Pleadings* (the "First Day Declaration"), filed contemporaneously with the Debtors' voluntary petitions for relief filed under chapter 11 of the Bankruptcy Code.

4. No trustee or examiner has been appointed in these Chapter 11 Cases. The Official Committee of Unsecured Creditors was appointed on December 30, 2025 [ECF No. 53].

Relief Requested

5. The Debtors seek entry of an order (attached as **Exhibit C**), (i) approving the employment and retention of the Sale Agents, consistent with the Sale Agent Agreement, to market and sell the Assets on the Debtors' behalf, (ii) authorizing and approving the sales by the Sale Agents (acting on behalf of the Debtors) of the Assets free and clear of any liens, claims, interests and encumbrances, and (iii) granting related relief.

6. As shown by the *Notice of Successful Bid* [ECF No. 239], the Debtors' Auction process did not fully monetize all the Debtors' assets (or satisfy the DIP obligations). Accordingly, the DIP obligations remain outstanding and do not permit the Debtors additional runway to market and sell the remaining assets. Emergency consideration of this Motion is warranted so that the Sale Agents can promptly monetize the Assets and clean out the Ample facilities at 91-99 Park Lane, Brisbane, CA and 245 S. Spruce Avenue, Suite 200, South San Francisco, CA (collectively, the "Facilities") to bring funds into the estates and avoid further accrual of post-petition rent obligations.

The Sale Agent Agreement

7. The Debtors hold legal and equitable title to certain tangible assets, listed on Schedule A to the Sale Agent Agreement, which the Debtors did not sell through the sale procedures previously approved by this Court [*See* ECF No. 92] (the "Sale Procedures"). The Assets include multiple robotic arms, laser welders, automatic dispensing equipment, and other equipment. The Debtors intend to monetize those Assets through a marketing and sale process conducted by the Sale Agents pursuant to the disposition agreement (the "Sale Agent Agreement").

A true and correct copy of the Sale Agent Agreement is attached to the Baumgartner Declaration as Exhibit 1.

8. As described in further detail below, entry into the Sale Agent Agreement and retention and employment of the Sale Agents with authority to sell the Assets on the Debtors' behalf subject to the terms herein should be approved for several reasons. *First*, the Sale Agents possess market-leading expertise, experience, and relationships for marketing and selling the Assets in a value-maximizing manner. *Second*, the Sale Agents will execute the foregoing as promptly as commercially practicable. *Third*, the Sale Agent Agreement sets forth terms and conditions that are commercially reasonable, were executed at arm's-length and in good faith, and reflect an exercise of the Debtors' sound business judgment. *Fourth*, the number of Assets and potential for multiple sales warrant the ability to sell the Assets without further Court approval with certain reporting obligations and weekly updates to the Debtors, DIP Lender, and the Committee, as described herein.

9. The Debtors believe that the Sale Agent Agreement will provide the best overall solution for an efficient, value-maximizing liquidation of the Assets. The Sale Agents' industry-leading marketing and auction capabilities, extensive experience in conducting value-maximizing liquidations, and proven capabilities to market, sell, or otherwise dispose of assets of this type will best position the Debtors to achieve the highest possible liquidation values for the Assets. Accordingly, the relief requested herein should be approved.

10. In consideration for their services, the Sale Agents will be entitled to levy and collect on all sold Assets an industry standard buyer's premium (the "Buyer's Premium") equal to eighteen percent (18%) of the purchase price to be paid by the buyer(s). Three percent (3%) of the Buyer's Premium will be allocated for the auction hosting platform provider, if any. The remaining

portion of the Buyer's Premium shall be retained by the Sale Agents as compensation, including covering any expenses incurred above the Expense Cap (as defined below). The Buyer's Premium is added to the "hammer price" of every item sold and is paid directly to the Sale Agents by the winning bidder(s)/purchaser(s).

11. The Sale Agents will be reimbursed from sale proceeds for expenses incurred in connection with the preparation, set up, and sale of the Assets. Expenses will include, but are not limited to: costs to set-up, arrange, catalog, and photograph the Assets; placement of advertising in industry trade publications and regional newspapers; digital advertising campaigns; e-mail and telemarketing campaigns; necessary travel and accommodations, personnel to supervise equipment removal, and third-party provider costs to host the Sale. The Sale Agents will be entitled to reimbursement only from the Sale proceeds for the actual, documented expenses in an amount not to exceed forty thousand dollars ($40,000) (the "Expense Cap").

12. In addition to the Expense Cap, the Debtors agree to reimburse the Sale Agents for actual and documented expenses related to the cleanout of the Facilities, in an amount not to exceed thirty-five thousand dollars ($35,000) (including, for example, dumpster rental, trash and debris removal, recycling, etc.) and removal of any unsold Assets (the "Cleanout Expenses"). Should additional Cleanout Expenses be incurred from a request by the Debtors or mutually agreed upon as warranted in connection with the Sale, the Sale Agents may request reimbursement from the sale proceeds, subject to the consent of the Debtors, the DIP Lender Twelve Bridge Capital, LLC, and the Committee.

13. The Debtors understand the DIP Lender has consented to this process and thus sums required to effectuate the sale set forth herein (i.e, the Expense Cap and the Cleanout Expenses),

are deemed both funded and approved by the DIP Lender, even if reimbursed directly from sales proceeds.

14. Further, the Sale Agents shall prepare, and the Debtors shall file, a report (the "Final Report") with the Court that identifies (i) the Assets sold pursuant to the terms set forth in the Sale Agent Agreement, (ii) the sale prices for the Assets, and (iii) the Buyer's Premium and reimbursement of expenses paid to the Sale Agents (or in the aggregate with respect to expenses if not directly incurred to sell an Asset).

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

Sale Agents' Qualifications

16. The Sale Agents have extensive experience in asset dispositions of all forms, including outright asset purchases and sales, negotiated orderly sales, on-site and web-based public auctions, and sales through discrete global channels. The Sale Agents also have extensive experience in conducting marketing and sale processes for industrial equipment and other assets in connection with bankruptcy proceedings and other distressed situations. The Debtors believe the Sale Agents are well positioned to market and sell the Assets on the Debtors' behalf to maximize value for the Debtors' estates.

Services to Be Provided

17. The Sale Agents, on behalf of the Debtors, shall endeavor to sell either via negotiated sale process or at an auction (the "Sale"), the Assets listed on Schedule A to the Sale

Agent Agreement, free and clear of all liens, claims, interests, and encumbrances, and to arrange for the clean out of the Facilities so that the Debtors can exit the Facilities in an orderly fashion.

Disinterestedness

18. To the Debtors' knowledge, neither the Sale Agents nor any persons employed by either Onyx or Rabin have any connection with the Debtors, creditors, or any other party in interest, their respective attorneys, and accountants, U.S. Bankruptcy Judge Christopher M. Lopez, the Office of the United States Trustee, or any person employed by the Office of the United States Trustee. The Sale Agents do not hold or represent any interest adverse to that of the Debtors or their estates and the Sale Agents and their employees are disinterested persons within the meaning of 11 U.S.C. § 101(14). The Debtors, through their CRO, believe that employment of the Sale Agents will be in the best interest of the Debtors' estates.

Basis For Relief

19. The Debtors believe that approval of the Sale Agent Agreement, retention of the Sale Agents, and the Sale Agents' Sale (on the Debtors' behalf) of the Assets free and clear of liens, interests, and encumbrances (effective upon the sale thereof) is in the best interests of the Debtors, their creditors, and their estates.

I. The Court Should Authorize the Retention of the Sale Agents to Market and Sell the Assets on the Debtors' Behalf.

20. The Debtors seek retention and employment of the Sale Agents under section 327(a), which provides that a debtor, subject to Court approval, may:

> [E]mploy one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

21. Fed. R. Bankr. P. 2014(a) spells out the contents of a request to retain:

> [S]pecific facts showing the necessity for the employment, the name of the [professional] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [professional's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

22. The Debtors provided the Sale Agents with a list of potential parties in interest set forth in the parties in interest list (the "Searched Parties in Interest List") attached as Schedule 1 to the Baumgartner Declaration. The Sale Agents have advised the Debtors that they researched their internal records to determine whether the Sale Agents have any connections with the Debtors and the parties listed on the Searched Parties in Interest List.

23. To the best of the Debtors' knowledge, except to the extent disclosed herein and in the Sale Agent Declarations, and subject to the Sale Agents' continuing investigation and search of the other parties in interest not yet searched as of the date hereof, the Sale Agents: (a) are "disinterested persons" within the meaning of section 101(14) of the Bankruptcy Code; (b) do not hold or represent an interest materially adverse to the Debtors' estates, their creditors, or their principals for the matters on which the Sale Agents are to be employed; and (c) have no connection to the Debtors, their creditors, principals, or their related parties set forth in the Searched Parties in Interest List, except as disclosed in the Sale Agent Declarations, subject to the Sale Agents' continued investigation and search.

24. For the reasons set forth herein and in the Sale Agent Declarations, the Debtors believe to the best of their knowledge, information and belief, that the Sale Agents are "disinterested persons" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

25. Given the breadth of their experience, the Sale Agents may have served as Sale Agents for, or have other relationships with, one or more of the Debtors' creditors or other parties in interest. Nonetheless, based upon the Sale Agent Declarations, the Sale Agents are not working for or on behalf of any of the Debtors' creditors set forth in the Searched Parties in Interest List in connection with this matter and no such relationship is material to the Sale Agents. Accordingly, the Debtors respectfully submit that their proposed retention satisfies the requirements of section 327(a) of the Bankruptcy Code and can act as the Debtors' Sale Agents pursuant to the Sale Agent Agreement.[3]

26. Additionally, the Debtors seek approval of the terms of the Sale Agent Agreement, including the proposed compensation to be paid to the Sale Agents, pursuant to section 328(a) of the Bankruptcy Code. Section 328(a) of the Bankruptcy Code provides, in relevant part, that debtors "with the court's approval, may employ or authorize the employment of a professional person under section 327. . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis . . ." 11 U.S.C. § 328(a). Accordingly, section 328 permits the compensation of professionals on flexible terms that reflect the nature of their services and market conditions.[4]

27. The Debtors respectfully submit that the terms and conditions of the Sale Agent Agreement are fair, reasonable, and market-based under the standards set forth in section 328(a) of the Bankruptcy Code.

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[3] The Sale Agents continue to check conflicts for other parties in interest and will continue to do so as additional parties are added and supplemented to the parties in interest list. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of the Sale Agents' retention are discovered or arise, the Sale Agents will use reasonable efforts to promptly disclose such facts or relationships.

[4] Rule 6005 of the Fed. R. Bankr. P. also provides that "[a] court order approving the employment of an appraiser or auctioneer must set the amount or rate of compensation."

28. The compensation structure generally described herein and set forth in the Sale Agent Agreement is consistent with typical arrangements entered into by the Sale Agents and other marketing and sales agents when rendering similar services to clients like the Debtors. The Debtors and the Sale Agents believe that the foregoing compensation arrangement is both reasonable and market-based. The Debtors chose to retain the Sale Agents based upon the economic terms contained in their proposal. In particular, the Sale Agents' compensation structure is based upon a premium paid by the buyer(s) and does not require upfront fees.

29. Due to the transactional nature of the services that the Sale Agents provide, they do not bill clients on an hourly basis while performing such services. The Sale Agents' expertise with respect to industrial asset marketing and liquidation is an important factor in determining the compensation structure, and the Debtors believe that the ultimate benefit to the bankruptcy estates resulting from the Sale Agents' services hereunder could not be measured by reference to the number of hours expended by the Sale Agents' professionals in the performance of such services. The Debtors respectfully submit that the compensation structure set forth in the Sale Agent Agreement has been agreed upon by the parties on an arm's-length basis in anticipation that a substantial commitment of professional time and effort will be required of the Sale Agents and their professionals hereunder and in light of the fact that (i) such commitment may foreclose other opportunities for the Sale Agents and (ii) the actual time and commitment required of the Sale Agents and their professionals to perform their services hereunder may vary substantially from week to week.

30. Based upon the nature of the services to be provided by the Sale Agents and the fact that the compensation structure was developed because the Sale Agents do not bill clients on an hourly basis, the Debtors seek relief from having the Sale Agents maintain time records or

file interim or final fee applications. Nevertheless, the Debtors and the Sale Agents will inform the DIP Lender and the Committee of the Buyer's Premium and expenses paid to the Sale Agents.

II. Entry into the Sale Agent Agreement for the Sale Agents' Marketing and Selling of the Assets Reflects a Sound Exercise of the Debtors' Business Judgment.

31. Section 363(b)(1) of the Bankruptcy Code provides that "[t]he trustee, 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). This Court's power under section 363 is supplemented by section 105(a), which provides in relevant part that "[t]he Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title . . . ." 11 U.S.C. § 105(a).

32. A debtor should be authorized to sell assets out of the ordinary course of business pursuant to section 363 of the Bankruptcy Code and prior to obtaining a confirmed plan of reorganization if it demonstrates a sound business purpose for doing so. *See In re Del. & Hudson Ry. Co.*, 124 B.R. 169 (D. Del. 1991) (finding that the sale of substantially all of debtor's assets outside of a plan of reorganization is appropriate when a sound business reason justifies such a sale); *Myers v. Martin (In re Martin)*, 91 F.3d 389, 394–95 (3d Cir. 1996) (citing *Fulton State Bank v. Schipper (In re Schipper)*, 933 F.2d 513 (7th Cir. 1991)); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070–71 (2d Cir. 1983).

33. Here, the Debtors submit that the Sale Agents' marketing and selling the Assets on the Debtors' behalf pursuant to the Sale Agent Agreement is an exercise of sound business judgment. The Sale Agents possess the ability to maximize the amounts realized from the sales of the Assets. The Sale Agents have conducted marketing and liquidation processes in various similar assignments to the benefit of creditor recoveries. Thus, the Sale Agents are highly qualified to execute their obligations under the Sale Agent Agreement and to assist the Debtors in maximizing

the value of the Assets. Moreover, any attempt by the Debtors to liquidate the Assets would require the Debtors to significantly increase their existing operational capabilities and personnel.

34. Further, by utilizing the Sale Agents' services to market and liquidate the Assets, the Debtors will be able to quickly and efficiently monetize the Assets, generating much-needed capital for the Debtors' estates. Lacking the resources and personnel to sell the Assets, the Debtors require the services and expertise of the Sale Agents to efficiently and expeditiously accomplish this task.

35. As mentioned, the Sale Agents are liquidation firms with vast industry connections and experience. The Sale Agents possess the expertise and the resources to efficiently and expeditiously market and sell the Assets in a value-maximizing manner. The Sale Agents are best positioned to market and sell the Assets extensively and to ensure that the Debtors receive the highest or otherwise best offers achievable for the Assets.

36. Accordingly, the Debtors believe that the entry into the Sale Agent Agreement and retention of the Sale Agents will provide the best method for selling the Assets in a manner that will maximize creditor recoveries. The Debtors respectfully submit that they have satisfied the requirements of sections 105 and 363 as those sections have been construed by bankruptcy courts and that the sale of the Assets by the Sale Agents, whether by auction or private sale, meets the standard set forth in section 363(b) for sales outside of the ordinary course of a debtor's business.

III. Sale of the Assets Free and Clear of All Encumbrances Is Authorized under Section 363(f) of the Bankruptcy Code.

37. Section 363(f) of the Bankruptcy Code authorizes a debtor to sell assets free and clear of liens, claims, interests, and encumbrances if:

> (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest; (2) such entity consents; (3) such interest is a lien and the

> price at which such property is to be sold is greater than the aggregate value of all liens on such property; (4) such interest is in bona fide dispute; or (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.
> 11 U.S.C. § 363(f).

38. Because section 363(f) of the Bankruptcy Code is drafted in the disjunctive, satisfying any one of its five requirements will suffice to permit the sale of the assets "free and clear" of liens and interests. See C*iticorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988) (noting that because section 363(f) is written in the disjunctive, a court may approve a sale free and clear if any one subsection is met); *see also Mich. Emp't Sec. Comm'n v. Wolverine Radio Co. (In re Wolverine Radio Co.)*, 930 F.2d 1132, 1147 n.24 (6th Cir. 1991) (same); *In re Bygaph, Inc.*, 56 B.R. 596, 606 n.8 (Bankr. S.D.N.Y. 1986) (same). Furthermore, a debtor possesses broad authority to sell assets free and clear of liens. *See In re Trans World Airlines, Inc.*, 322 F.3d 283, 289 (3d Cir. 2003).

39. The Debtors submit that it is appropriate to sell the Assets on a final, "as is" basis, free and clear of any and all encumbrances in accordance with section 363(f) of the Bankruptcy Code because one or more of the tests of section 363(f) are satisfied with respect to such Sale. In particular, known lienholders, if any, will receive notice of this Motion and will be given sufficient opportunity to object to the relief requested. Such lienholders that do not object to the relief requested in this Motion should be deemed to have consented. *See FutureSource LLC v. Reuters Ltd.*, 312 F.3d 281, 285–86 (7th Cir. 2002) ("[L]ack of objection (provided of course there is notice) counts as consent. It could not be otherwise; transaction costs would be prohibitive if everyone who might have an interest in the bankrupt's assets had to execute a formal consent before they could be sold.") (internal citations omitted); *Hargrave v. Twp. of Pemberton (In re Tabone, Inc.)*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (holding that creditor's failure to object to sale free and clear of liens, claims and encumbrances satisfies section 363(f)(2)); *In re Elliot*, 94 B.R. at 345

(same). Consistent with the foregoing, the notice of this Motion provides that the absence of a timely objection to the sale of the assets in accordance therewith shall be "consent" to such sale within the meaning of section 363(f)(2) of the Bankruptcy Code.

40. A sale of the Assets other than one "free and clear" of all interests would yield substantially less value for the Debtors' estates. The Debtors submit that potential purchasers are unlikely to consummate a sale absent the ability to purchase the Assets free and clear of all liens, claims, encumbrances, and interests. Accordingly, the Debtors request that the Assets be authorized to be sold free and clear with any such liens, claims, encumbrances, and interests attaching to all proceeds of the sale, net of the Sale Agents' fees and expenses, and subject to any rights and defenses of the Debtors and other parties in interest with respect thereto.

Notice

41. Notice of this Motion will be served on the master service list and any party entitled to notice under Bankruptcy Rule 2002 and Local Rule 9013-1(d). Given the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter the Order, substantially in the form attached hereto as **Exhibit C**, authorizing the Debtors to employ and retain the Sale Agents and grant such other relief as the Court deems appropriate.

Date: April 17, 2026

PILLSBURY WINTHROP SHAW PITTMAN LLP

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

Hugh M. Ray, III
TX Bar No. 24004246
L. James Dickinson
TX Bar No. 24105805
Joshua Stenhjem
TX Bar No. 24151465
609 Main Street, Suite 2000
Houston, TX 77002
Telephone: 713-276-7600
hugh.ray@pillsburylaw.com
james.dickinson@pillsburylaw.com
joshua.stenhjem@pillsburylaw.com

--and--

Andrew V. Alfano
N.Y. Bar No. 5525241
31 West 52nd Street
New York, NY 10019-6131
Telephone: 212-858-1000
andrew.alfano@pillsburylaw.com

Counsel to the Debtors

EXHIBIT 9

Exhibit A

Baumgartner Declaration

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)

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

I, John D. Baumgartner, make this declaration (this "Declaration") pursuant to 28 U.S.C. § 1746, and state:

1. I submit this Declaration in support of the *Debtors' Emergency Motion for Entry of an Order (I) Approving the Retention and Employment of the Sale Agents Pursuant to the Sale Agent Agreement; (II) Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims and Interests; and (III) Granting Related Relief* (the "Motion").[2]

2. A true and correct copy of the disposition agreement (as amended, supplemented, or modified from time to time and including all exhibits, schedules, and appendixes thereto, the "Sale Agent Agreement"), dated as of March 26, 2026, by and between Onyx Asset Advisors, LLC, and Rabin Worldwide, Inc. (collectively the "Sale Agents"), on the one hand, and me, acting solely in my capacity as Chief Restructuring Officer of the Debtors, is attached hereto as Exhibit 1.

3. The Debtors are requesting an order approving the employment and retention of the Sale Agents to market and sell those assets listed on Schedule A of the Sale Agent Agreement (the

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[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] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

"Assets"), on behalf of the Debtors, free and clear of any liens, claims, interests, and encumbrances. The Sale Agents will also coordinate the cleanout of the Facilities so the Debtors can exit the Facilities in an orderly fashion.

4. The Sale Agents have extensive experience marketing and selling similar assets, including in distressed situations, like in bankruptcy. Based on my discussions with them, I have concluded that they are the right fit to market the Assets at the Facilities, which include, among other things, robotic arms and other equipment that were used by the Debtors to manufacture their products.

5. For their services, the Sale Agents will be entitled to collect on all sold Assets a buyer's premium (the "Buyer's Premium"), which I understand to be industry standard, equal to eighteen percent (18%) of the purchase price to be paid by the buyer(s). Three percent (3%) of the Buyer's Premium will be allocated for any auction hosting platform provider. The Sale Agents will also be reimbursed for expenses incurred in connection with the preparation, set up, and sale of the Assets only from the Sale proceeds for the actual, documented expenses in an amount not to exceed forty thousand dollars ($40,000) (the "Expense Cap").

6. In addition to the Expense Cap, the Debtors agree to reimburse the Sale Agents for actual and documented expenses related to the cleanout of the Facilities, in an amount not to exceed thirty-five thousand dollars ($35,000) (including, for example, dumpster rental, trash and debris removal, recycling, etc.) and removal of any unsold Assets (the "Cleanout Expenses"). I believe that the Buyer's Premium, Expense Cap, and Cleanout Expenses are fair and reasonable fee and expense obligations for work of this kind and magnitude.

7. Because of the number of Assets and potential for multiple sales it is appropriate that the Debtors have the ability to sell the Assets without further Court approval with certain

reporting obligations and weekly updates by the Sale Agents to the Debtors, DIP Lender, and the Committee.

8. I believe that the relief requested should be authorized because (i) the Sale Agents possess the expertise, experience, and relationships for marketing and selling the Assets in a value-maximizing manner, (ii) Sale Agents will execute the Sales as promptly as commercially practicable, and (iii) the Sale Agent Agreement sets forth terms and conditions that are commercially reasonable, were executed at arm's-length and in good faith, and reflect an exercise of the Debtors' sound business judgment.

9. Accordingly, for all the foregoing reasons, I believe that the Motion will provide necessary liquidity to the Debtors, allowing them to complete their marketing and sale process, as well as maximize the value of the Debtors' estates.

10. I have reviewed the accompanying Motion and, to the best of my knowledge, information, and belief, its contents are true and correct.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 17, 2026

Getzler Henrich & Associates LLC

By: */s/ John D. Baumgartner*
Name: John D. Baumgartner
Title: Managing Director

Exhibit 1

Sale Agent Agreement

ONYX
ASSET ADVISORS

DISPOSITION AGREEMENT TO SELL ASSETS OF AMPLE, INC

This disposition agreement (the "Agreement") is entered into and effective as of March 27, 2026, by and between Onyx Asset Advisors, LLC, and Rabin Worldwide (collectively the "Sale Agent"), on the one hand, and John Baumgartner, solely in his capacity as Chief Restructuring Officer ("CRO") appointed in the Chapter 11 Bankruptcy Case - Case No. 9:25-bk-90817 (the "Proceeding") filed by Ample, Inc. (the "Seller") and currently pending in the U.S. District Court for the Southern District of Texas (Houston) (the "Court"), on the other hand. This Agreement sets forth the terms and conditions under which Sale Agent is retained as Seller's exclusive sales agent.

This Agreement provides that Sale Agent will sell the selected assets, either via negotiated sale process and/or at auction (the "Sale") pursuant to Court approval. The Sale will include, but will not be limited to, the assets under Seller's control (the "Assets"), as detailed on the schedule of the Assets attached to this Agreement as Exhibit A, and said to be located at selected Seller locations (the "Premises") as detailed below. Sale Agent and Seller also may be referred to herein individually as a "Party" and together as the "Parties".

Seller agrees to retain Sales Agent as exclusive sales agent for the Sale in any transaction between the Seller and the eventual buyer(s) of the Assets. Sales Agent's obligation to perform services under this Agreement shall be subject to Seller filing an application seeking, and obtaining an order from the Court providing, approval (a) of this Agreement, including the Buyer's Premium, under section 328(a) of the Bankruptcy Code, and (b) for Seller to include a request for final approval of the Buyer's Premium and any expenses related to the Sale with the pleadings seeking approval for the sale process, rather than requiring Sales Agent to file a stand-alone fee application

Ample, Inc. – Facility Locations

1. 91-99 Park Lane, Brisbane, CA
2. 245 S. Spruce Avenue, Suite 200, South San Francisco, CA

Notwithstanding anything to the contrary in this Agreement or any ancillary documents, Sale Agent acknowledges and expressly agrees that CRO is executing this Agreement solely in his capacity as Court-appointed CRO and shall have no personal liability for any claims arising under or related to this Agreement.

1. Assets and Title:

1.1. Seller warrants and represents that, pursuant to the Court Order, it has good and marketable title to the Assets, and that, subject to Court approval, Seller can convey title to the Assets to buyers of such Assets ("Buyers") free and clear of all known liens. Seller, solely in his capacity as CRO, warrants that subject to Court approval he will transfer title to and possession of the Assets to Buyers free and clear of all known liens.

1.2. Seller grants Sale Agent the exclusive right to sell the Assets on behalf of Seller during the period (the "Sale Period") commencing upon the execution of this Agreement and continuing through the earlier of the closing of the Sale of the Assets to the successful bidder(s) at the Sale. Seller agrees it will not sell, offer or engage any other service provider to sell any Asset during the Sale Period. Seller warrants that no brokerage fees are due and owing in connection with the Sale of the Assets.

1.3. All Assets sales by Sale Agent will be "AS IS" "WHERE IS," without representation or warranty, either expressed or implied, of any kind. Sale Agent is acting solely in its capacity as Sale Agent for the Seller and has no knowledge with respect to the fitness and usability of any of the Assets.

1.4. For the duration of the Sale Term, Seller shall provide Sale Agent free of charge access to the Premises as detailed above to allow a machinery rigger to provide pricing for buyers to disconnect and load out the sold Assets post-auction. Sale Agent shall coordinate all buyer pick-ups with a specified rigger. Buyers are responsible for independently engaging the rigger and for all removal and transportation costs of the sold Assets. Machinery riggers shall be required to provide to Sale Agent and Seller evidence of commercial general liability insurance to cover their work. Sale Agent will have no obligation to disconnect or remove electrical wires, water lines, air lines, etc. beyond the first connection from the Asset unless otherwise specified herein and Sale Agent will not be responsible to fill, clean or safety guard any existing pits or remove debris or trash not caused by Asset removal which remain after the removal of Assets or restore any non-load bearing walls dismantled during the removal process other than to leave such walls in safe and clean condition. Neither Sale Agent nor machinery rigger shall be responsible for the remediation or restoration of any part of the Premise post-removal of Assets nor be required to clean or remove existing debris or trash not caused by the removal of sold Assets. Sale Agent shall remove all sold Assets from the Premises prior to the end of the Sale Term.

2. Expenses:

2.1. Sale Agent will be reimbursed, from the Sale proceeds only, for reasonable and documented expenses incurred in connection with the preparation, set up and Sale of the Assets. Expenses will include, but are not limited to: costs to set-up, arrange, catalog, and photograph the Assets; placement of advertising in industry trade publications and regional newspapers, digital advertising campaigns; e-mail and telemarketing campaigns; necessary travel and accommodations, personnel to supervise Asset removal. Seller acknowledges and agrees that Sale Agent will be entitled to reimbursement from the Sale proceeds for actual, documented expenses related to the Sale in an amount (the "Expense Cap") not to exceed Forty Thousand Dollars ($40,000).

2.2. In addition to the Expense Cap, Seller further agrees to reimburse Sale Agent, for actual and documented expenses related to the general cleanout of the facilities (dumpster rental, trash and debris removal, recycling, etc.) and removal of any unsold assets in an amount estimated not to exceed $35,000. Please note the additional expenses described herein are due to the removal of abandonment rights and new Seller requirement to return vacated facilities to the landlord.

2.3. Additional Approved Expenses. Should additional expenses be incurred from a Seller request or mutually agreed upon as warranted in connection with the sale, Sale Agent may

request reimbursement from the Sale proceeds, subject to Seller's consent, which consent shall be not unreasonably withheld.

3. Buyer's Premium: As compensation for its services under this Agreement, Sale Agent shall be entitled to levy and collect on all items sold by Sale Agent an industry standard buyer's premium ("Buyer's Premium") of Eighteen Percent (18%) of the 'hammer price' of every item sold, to be paid solely by Buyer to the Sale Agent. Three percentage (3%) points of the Buyer's Premium shall be collected by Sale Agent and delivered to the auction hosting platform provider. The remaining portion of the Buyer's Premium shall be retained by Sale Agent as compensation, including to cover its overhead and any other costs over the Expense Cap. The Buyer's Premium is added to the 'hammer price' of every item sold and is paid directly to Sale Agent by the winning bidder.

4. Title and Risk of Loss: Risk of loss to the Assets will remain with Seller until the Assets are paid in full and removed (either in part or in whole) by Buyers. Title to the Assets will remain with Seller until such time as the Assets are sold, paid in full and removed by Buyers.

5. Auction Schedule and Timeline: The auction will be conducted online and scheduled to close online on or around _April 30. 2026, and for the Assets to be removed from the Premises on or before May 31, 2026, or at another date to be agreed to by the Parties ("Sale Period"). All Assets shall be available for Sale Agent to preview as agreed among the Parties. As indicated above, all Assets sales by Sale Agent will be "AS IS," "WHERE IS," without representation or warranty, either expressed or implied, of any kind, with all removal costs to be at the sole expense of Buyers. The full proposed timeline for the sale process is below, however please timing is contingent on Sale Agent receiving court approval by no later than _____. Any delay to one aspect of the timeline may have a subversive effect on subsequent target dates.

DATE	EVENT
March 30, 2026	Engagement of Onyx & Rabin
April 1. 2026	Marketing Launch - Auction Announced
April 6 – 10, 2026	On-site Auction Preparation
April 7, 2026	Court Approval
April 20, 2026	On-site Inspections (By Appointment)
April 30, 2026	Global Online Only Auction
May 1 – 30, 2026	Checkout & Removal of all Sold Assets
May 1 – 31, 20262	Clean up and Removal of unsold Assets, Inventory, Recycling, etc.
May 31, 2026	Facility cleared and ready for return to Landlord

6. Occupancy Rights: Seller shall allow Sale Agent unrestricted use of the Premises commencing on the date of this Agreement and continuing through May 31, 2026 ("Occupancy Period") or earlier if no longer needed for the Sale. Use of the Premises will be without cost or expense to Sale Agent. CRO, solely in his capacity as such, shall cause Seller to maintain adequate utilities and security at the Premises during the Occupancy Period, and Seller will indemnify, defend and hold Sale Agent harmless with respect to costs, expenses, liabilities, and damages, including, without limitation, legal fees, in regard to the payment of rent and access to the Premises during the Occupancy Period.

7. Removal of Assets: The sold Assets will be disconnected from at least the first utility service point nearest the Assets, with electrical and plumbing services properly capped or removed. Seller, or its contractors / riggers, will supervise the removal of all sold Assets.

8. Pre-Sale Removal of / Retained Assets: In the event that, prior to the Sale of the Assets, the Seller removes any portion of the Assets from the Premises and/or from the attached Exhibit A, or if the Seller is otherwise responsible for Sale Agent not being able to sell such Assets, Seller will be responsible to Sale Agent for any loss of its Buyer's Premium, commission as well as any expenses incurred as a result of removal and/or inability to sell such Assets.

9. Right to Relinquish. If Sale Agent determines, in its reasonable discretion, to relinquish or abandon any of the Assets during the Sale Term or after the Sale Termination Date, disposition, disposal, or collection of any such relinquished or abandoned Assets is the obligation of and shall be at the expense of Seller.

10. Accounting and Settlement: Sale Agent will maintain accurate records of the bidding during the Sale and accurate records of all direct sales. A preliminary accounting for all items sold will be provided to Seller three (3) business days following the Sale. All proceeds from the Sale of the Assets will be collected by Sale Agent and, within three (3) weeks following the Sale, Sale Agent will deliver an itemized accounting to Seller. At the time of the delivery of that accounting, the Sale Agent shall pay Seller all of the sale proceeds (exclusive of the Buyer's Premium). Sale Agent shall provide a final accounting one month after the auction and shall deliver all remaining funds to the Seller on that date as payments clear Sale Agent's bank.

11. Conditions: In addition to any other conditions set forth herein, Sale Agent obligations under this Agreement are also conditioned on: (i) Seller's compliance with relevant local laws, rules and regulations of provisions applicable to this transaction, (ii) title to and possession of all of the Assets being available for Sale as contemplated by this Agreement, (iii) Seller will be responsible for removing any and all powders, liquids, oils and/or raw materials from the Assets (containers, tanks, vessels, pipes, etc.) and making sure the Assets are in a clean and assembled manner, and (iv) Sale Agent being allowed to utilize the Premises for the entire Occupancy Period and to conduct the Sale and remove the purchased Assets as stated in this Agreement.

12. Representation of Sale Agent: Sale Agent hereby warrants and represents that it does not have an interest materially adverse to the interests of the Seller by way of any direct or indirect relationship in the business or Assets being sold by Sale Agent or any anticipated Buyers, except to the extent that Buyers may have previously purchased items from one of Sale Agent's prior sales.

13. Indemnification: Seller warrants that it will indemnify, defend and hold Sale Agent, each of its affiliates, and each of their respective directors, managers, officers, employees, members, managers and representatives (the "Sale Agent Indemnified Parties") harmless with respect to all losses, costs, expenses (including without limitation, legal fees and disbursements through all levels of appeal), claims, causes of action, liabilities, suits, proceedings and damages made, threatened, asserted, brought or commenced by any person, entity or governmental agency against any of the Sale Agent Indemnified Parties in connection with or related to or arising out of, in any manner, this Agreement, the Sale, title to the Assets or the right to sell the Assets, including, without limitation, to the extent arising from or based upon (i) any hazardous materials claims relating to the Assets, the Seller's locations and/or the Sale; (ii) any product liabilities claims by purchasers, subsequent

purchasers or users of any Assets sold in the Sale; (iii) any breach of any representation or express or implied warranties in any material respect, including but not limited to the implied warranties of merchantability, and fitness for a particular purpose; (iv) liabilities, obligations, and/or proceedings relating to the Assets, the Seller's locations, and its affiliates including, without limitation, their operation and conduct; (v) any breach by the Seller in connection with any sale or transaction entered into with any third-party pursuant to this Agreement; (vi) claims by the Seller's creditors relating to any amounts paid to Sale Agent pursuant to this Agreement; or (vii) any tax liability with respect to the Sale of the Assets; provided, however, that such indemnity shall not: (i) apply to any loss, cost, expense, claim, cause of action, liability, suit, proceeding or damages to the extent that it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily from such Sale Agent Indemnified Parties' gross negligence or willful misconduct, or (ii) apply to any loss, cost, expense, claim, cause of action, liability, suit, proceeding or damages to the extent that it/they result from the acts of one Sale Agent party vis a vis the other Sale Agent party (*e.g.,* one Sale Agent's failure to remit an agreed portion of any commission, fee, or indemnification amount to the other Sale Agent).

Sale Agent warrants that it will indemnify, defend and hold Seller, each of his directors, managers, officers, employees, members, managers, agents, professionals, and representatives (the "Seller Indemnified Parties") harmless with respect to all losses, costs, expenses (including without limitation, legal fees and disbursements through all levels of appeal), claims, causes of action, liabilities, suits, proceedings and damages made, threatened, asserted, brought or commenced by any person, entity or governmental agency against any of the Seller Indemnified Parties in connection with or related to or arising out of, in any manner, this Agreement to the extent that it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily from the gross negligence or willful misconduct of any of the Sale Agent Indemnified Parties.

14. Hazardous Wastes: Sale Agent shall in no event be obligated to sell any Assets which contain any hazardous materials, or to incur any costs or expenses relating in any manner, either directly or indirectly, to any hazardous materials or toxic materials, or any materials which may be regulated as such under applicable laws, rules, or regulations, and Sale Agent shall in no event be responsible for removing or disposing of any raw materials, including oils or byproducts, whether hazardous or not, from the Premises.

15. Payment of Taxes: Sale Agent agrees to collect applicable taxes from Buyers and remit such taxes to the appropriate tax authority having jurisdiction of the Assets. Sale Agent shall work collaboratively with Seller in this regard and share all such information with Seller.

16. Damages: Neither Seller nor Sale Agent shall be liable for any indirect, incidental, special, punitive or consequential damages.

17. Governing Law/Venue: Except to the extent preempted by the United States Bankruptcy Code, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California and the laws of the United States of America prevailing in California without regard to applicable conflict of laws principles. Any dispute, claim, or controversy of any kind, whether in contract or in tort, statutory or common law, legal or equitable, or otherwise, now existing or hereafter arising between the Parties in any way arising out of, relating to, or in connection with, this Agreement and/or the Assets, including, without limitation, any incidents,

omissions, acts, practices, or occurrences causing injury to either Party whereby the other Party or his agents, employees, or representatives may be liable, in whole or in part, and which relate in any manner to this Agreement or the transactions contemplated therein, shall be heard and resolved by the Court (or if the Court does not have jurisdiction then a court of competent jurisdiction in San Francisco County, State of California), and this shall be the sole and exclusive method, means, and procedure to resolve any and all such dispute, claims or controversies.

18. Force Majeure: Acts of God, earthquakes, hurricanes, tornadoes, fires, flood, epidemics and quarantine restrictions, freight embargoes, strikes and work stoppages from any cause and acts of any government in its sovereign capacity shall excuse performance by all Parties until the event is resolved and work may begin again, and the Occupancy Period shall be extended accordingly but only with the mutual consent of all Parties; assailing thieves or bandits, misconduct of any government or governmental employee, or intimidation or threats of violence against Sale Agent shall permit the Sale Agent to withdraw absolutely and seek reimbursement of all its expenses subject to the Expense Cap; any other act that was beyond the reasonable control of the Seller or the Sale Agent and which is without the fault or negligence of Seller or Sale Agent shall permit Seller or Sale Agent or both to declare this Agreement terminated, subject to reimbursement from proceeds then or imminently available.

19. Entire Agreement: This Agreement, and any exhibits attached hereto and made part thereof, constitutes the entire agreement among the Parties with respect to the subject matter hereof. No changes, modifications, or additions to this Agreement shall be valid unless the same is in writing and signed by Seller and the Sale Agent.

20. Counterparts: This Agreement may be executed in duplicate originals, each of which is equally admissible in evidence and shall fully bind the Parties who have executed this Agreement. For purposes of this Agreement, facsimile and electronically transmitted signatures shall be sufficient to bind the Parties.

21. No Partnership, Etc.: The Sale Agent is not in any way or for any purpose a partner of, joint venture with, nor an investor of Seller. This Agreement establishes a relationship solely between Seller and Sale Agent as to certain services that are rendered.

[Signatures Contained On Following Page]

This Agreement is deemed executed as of the same date first written above.

John Baumgartner, solely in his capacity as Court-appointed Chief Restructuring Officer

By: _____

Date: April 2, 2026

The Sale Agent: **Onyx Asset Advisors, LLC**

By: _____

Date: 4/2/26

K. Kevin Otus, Managing Partner

Rabin Worldwide, Inc.

By: _____

Date: 4/2/26

Shira Weissman, COO

EXHIBIT A

ONYX
ASSET ADVISORS

EXHIBIT A
AMPLE INC. - MAJOR ASSET LIST
Onsite Inspection Cataloging 3/10/26 - 3/13/26

Lot No.	Title	Description
151	Digital Microscope System w/ Elemental Analyzer	Keyence Digital Microscope System, mod VHX-7000N 4K w/ VHX-S750E camera head and EA-300 elemental analyzer, s/n VHX-7000N: V5322060117, VHX-S750E: 4B220094, EA-300: 3UON000094, includes joystick control, lens case, manufactured June 2022
152	Machine	stand, 100-240V
153	Vibratory Feeder	interface, stand mount
154	Autonomous Mobile Robot w/ Charging Station	KUKA Autonomous Mobile Robot, mod KMP 600, 600kg payload, w/ KMPC 48U3S-1-S2 charger s/n 500033
155	Autonomous Mobile Robot w/ Charging Station	KUKA Autonomous Mobile Robot, mod KMP 1500P-EU-D, s/n 8505128, 1500kg max load, w/ KMPC48U3S-2-G charger s/n P00157
156	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-20iD/35, s/n R23320D8D, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
157	Battery Cell Sleeving and Exterior AOI Enclosure	MACTECH automated battery cell sleeving and exterior AOI inspection machine (L-R), mod CMOW1254A, s/n ELBMAP0086, Weinview HMI control, designed for cylindrical lithium-ion cells, 208-240V 3ph
158	Battery Cell OCV Sort & Insertion Machine	MACTECH Automated Battery Cell OCV Sort & Insertion Machine (positive), mod CMOW1242A, s/n ELBMAP0071, includes touchscreen HMI, multi-axis servo/pneumatic pick-and-place system, 205-240v
159	Battery Cell Loading Station	MACTECH battery loading station, touchscreen control, safety enclosure, emergency stop, modular build, robot sold separately
160	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-20iD/35, s/n R23320D8E, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
161	Battery Cell Sleeving and Exterior AOI Enclosure	MACTECH automated battery cell sleeving and exterior AOI inspection machine (R-L), mod CMOW1255A, s/n ELBMAP0087, Weinview HMI control, designed for cylindrical lithium-ion cells, 208-240V 3ph
162	Battery Cell OCV Sort & Insertion Machine	MACTECH Automated Battery Cell OCV Sort & Insertion Machine (negative), mod CMOW1243A, s/n ELBMAP0075, includes touchscreen HMI, multi-axis servo/pneumatic pick-and-place system, 205-240v
163	Collaborative Robot Arm	FANUC Collaborative Robot Arm, mod CRX-25iA, s/n R2440063B, w/ R-30iB Mini Plus Controller and pendant, 25kg payload, 6 axes, 110-240V
164	Collaborative Robot Arm	FANUC collaborative robot arm, mod CRX-10iA, s/n R24420334, w/ R-30iB Mini Plus controller and pendant, 10kg payload, 6 axes, 110-240V
165	AOI Inspection System	pressure plate measurement, machine vision cameras with Computar lens, linear LED lighting, 208-1240V, 3ph
166	Conveyor Chain System	MACTECH Double Plus Conveyor system, mod CMOW1253A, s/n ELBMAP0086, modular design for factory automation, equipped with integrated workstations and safety guarding, chain-type, aluminum extrusion frame, PLC/HMI panel, 208-240v, 3ph
167	Battery Cell Holder Station	MACTECH Battery Cell Holder Station, mod CMOW1337A, s/n ELBMAP3708, HMI control panel, pneumatic and relay controls, mounting monitor arm208-240v, 3ph
168	Epoxy Dispenser	MACTECH Epoxy Dispenser, mod CMOW1245A, s/n ELBMAP0077, 6 dispensing heads, integrated conveyor system, 3-phase 208-240V power
169	UV Cure Station	MACTECH UV cure station, mod CMOW1245A, s/n ELBMAP0077, w/ Fumex FA2PD fume extractor
170	Flip Station	3ph
171	Epoxy Dispenser	MACTECH Epoxy Dispenser, mod CMOW1245A, s/n ELBMAP0077, 6 dispensing heads, integrated conveyor system, 3-phase 208-240V power
172	UV Cure Station	MACTECH UV cure station, mod CMOW1245A, s/n ELBMAP0077, w/ Fumex FA2PD industrial air cleaner
173	Laser Marking Station	MACTECH industrial laser marking station, mod CMOW1247A, s/n ELBMAP0079, w/ TLI Marco-20 MOPAS Laser and Fumex FA2PD fume extractor, in enclosure
174	Plasma Cleaner	MACTECH plasma cleaner, mod CMOW1248A, s/n ELBMAP0080, automated conveyor, w/ Hioki insulation tester, PLC control and local HMI, atmospheric plasma with Fumex FA2PD fume extractor
175	Conveyor Transfer Station	Modular Automated Chain Conveyor Transfer Station with PLC control and safety enclosure

176	Top and Bottom Loader	MACTECH top and bottom LBB loader, mod CMOW1252A, s/n ELBMAP0084, aluminum extrusion enclosure, 208-240v, 60hz, 3ph
177	Laser Welding Station	Fiber Laser Welding System with Siemens Simatic Rack PC control, Fumex fume extractor, laser telescope controller, 208-240v, 60hz
178	Flip Station	3ph
179	Top and Bottom Loader	MACTECH top and bottom LBB loader, mod CMOW1252A, s/n ELBMAP0084, aluminum extrusion enclosure, 208-240v, 60hz, 3ph
180	Laser Welding Station	Fiber Laser Welding System with Siemens Simatic Rack PC control, Fumex fume extractor, laser telescope controller, 208-240v, 60hz
181	Chain Conveyor System	Modular Automated Chain Conveyor System with PLC control and safety enclosure
182	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R22Y21492, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
183	Industrial Robot System	FANUC 4-axis articulated SCARA robot system, mod SR-6iA, s/n R22Z0037D, with R-30iB Compact Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
184	Vibratory Rivet Feeder	Sankitai Piezo vibratory bowl rivet feeder system, piezo technology, 220V/60Hz
185	Parts Assembly Station	MACTECH HV Busbar Mounts and Rivets parts assembly station, mod CMOW1297A, s/n ELBMAP2270, PLC/HMI controls, pneumatic actuators, 208-240v, 60hz, 3ph, robots sold separately
186	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R22Z000F0, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
187	Parts Assembly Station	Mactech Stack Side B Spacers and Barriers parts assembly station, mod CMOW1299A, s/n ELBMAP2272, 3 lane configuration, multiple Oriental Motor BMUD30-C2 drives, SMC pneumatic grippers, onboard workstation with monitor and keyboard, 208-240v, 60hz, 3ph, robot sold separately
188	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R22Z000F1, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
189	Parts Assembly Station	CMOW1300A, s/n ELBMAP2273, 3 lane configuration, multiple Oriental Motor BMUD30-C2 drives, SMC pneumatic grippers, onboard workstation with monitor and keyboard, 208-240v, 60hz, 3ph, robot sold separately
190	Test Station	MACTECH Stack Pulse and Hi-Pot Test Station, mod CMOW1298A, s/n ELBMAP2271, automated conveyor line, 208-240v, 60hz, 3ph
191	Test Station	Automated test station w/ (2) ITECH IT6006C-300-75 bi-directional power supplies and (2) GW Instek GPT-9803 AC/DC withstanding voltage/insulation resistance testers, E-stop and safety interlocks, suitable for electronics production or quality assurance
192	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R22Y21493, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
193	Stack Station	Mactech stacks temporary storage station, mod CMOW1301A, s/n ELBMAP2274, interface controls, emergency stop, safety light curtains, 208-240v, 60hz, 3ph, robot sold separately
194	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201B6, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
195	Stack Station	Mactech stacks temporary storage station, interface controls, emergency stop, safety light curtains, 208-240v, 60hz, 3ph, robot sold separately
196	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201B8, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
197	Stack Station	Mactech control module/5 stack assembly station, mod CMOW1349A, s/n ELBMAP3686, interface controls, emergency stop, safety light curtains, 208-240v, 60hz, 3ph, robot sold separately
198	Chain Conveyor System	Modular Automated Chain Conveyor System with control panel and safety enclosure
199	Laser Marking Station	enclosure
200	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R2460008E, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
201	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600025, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz

202	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201BE, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
203	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
204	Parts Assembly Station	MACTECH Top Latch Bar D parts assembly station, mod CMOW1350A, s/n ELBMAP3687, dual input/output conveyors, fully enclosed safety system, automation accessories for high-throughput assembly, 208-240v, 60hz, 3ph, robot and vibratory feeder sold separately
205	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600087, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
206	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R2460008F, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
207	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201B9, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
208	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
209	Parts Assembly Station	MACTECH Top Latch Bar C parts assembly station, mod CMOW1351A, s/n ELBMAP3688, dual input/output conveyors, fully enclosed safety system, automation accessories for high-throughput assembly, 208-240v, 60hz, 3ph, robot and vibratory feeder sold separately
210	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600022, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
211	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600021, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
212	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201BC, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
213	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
214	Parts Assembly Station	MACTECH Top Latch Bar B parts assembly station, mod CMOW1352A, s/n ELBMAP3689, dual input/output conveyors, fully enclosed safety system, automation accessories for high-throughput assembly, 208-240v, 60hz, 3ph, robot and vibratory feeder sold separately
215	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600090, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
216	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R2460008B, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
217	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201B7, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
218	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
219	Parts Assembly Station	MACTECH Top Latch Bar A parts assembly station, mod CMOW1353A, s/n ELBMAP3690, dual input/output conveyors, fully enclosed safety system, automation accessories for high-throughput assembly, 208-240v, 60hz, 3ph, robot and vibratory feeder sold separately
220	Parts Handling Station	MACTECH BM Side Bumper parts handling station, mod CMOW1354A, s/n ELBMAP3691, w/ TOYO ETH series linear actuators, HMI touchscreen control, 208-240v, 60hz, 3ph
221	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600092, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
222	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R2460008A, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
223	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600088, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
224	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz

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225	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
226	Parts Assembly Station	systems, control panel with touchscreen HMI, 208-230v, 60hz, 3ph, robots and vibratory feeder sold separately
227	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201BF, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
228	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201BB, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
229	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201B5, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
230	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
231	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
232	Parts Assembly Station	conveyor systems, control panel with touchscreen HMI, 208-230v, 60hz, 3ph, robots and vibratory feeders sold separately
233	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600089, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
234	Test Station	Instek GPT-9803 AC/DC withstanding voltage/insulation resistance tester, safety enclosure, computer systems, suitable for electronics production or quality assurance, 208-240v, 60hz, 3ph, robot sold separately
235	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600023, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
236	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600093, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
237	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 20iD/35, s/n R24620284, with R-30iB Mate Plus controller and iPendant, and 3D vision sensor 3DV/200, 200-230V 3-phase 50/60 Hz
238	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
239	Parts Assembly Station	Mactech bottom enclosure parts assembly station, mod CMOW1358A, s/n ELBMAP3695, w/ TOYO ETH series linear actuators, integrated conveyor systems, control panel with touchscreen HMI, 208-230v, 60hz, 3ph, robots and vibratory feeders sold separately
240	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600091, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
241	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R2460008C, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
242	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod M-10iD/12, s/n R246201BD, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
243	Vibratory Screw Feeder	Vibratory bowl screw feeder system, electromagnetic drive, integrated sensors, on/off and potentiometer control, electrical and pneumatic controls
244	Parts Assembly Station	systems, control panel with touchscreen HMI, 208-230v, 60hz, 3ph, robots and vibratory feeders sold separately
245	Laser Marking Station	enclosure
246	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R24600024, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
247	Industrial Robot System	FANUC 6-axis articulated industrial robot system, mod LR Mate 200iD/7L, s/n R2460008D, with R-30iB Mate Plus controller and iPendant, 200-230V 3-phase 50/60 Hz
248	Hot Melt Dispenser	GP Reeves Dual Hot Melt Adhesive Dispensing System, w/ 2 independent pump stations, HMI touchscreen, includes heated hoses, adhesive drum compatibility, 240v, 60hz, 1ph, robots sold separately
249	Test Station	Mactech automated battery module sealing and leak test station, mod CMOW1360A, s/n ELBMAP3697, touchscreen HMI panel, integrated roller conveyor, pneumatic actuators

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250	Test Station	Mactech automated isolation/pulse test station w/ (2) ITECH IT6018C-800-75 bi-directional power supplies and (2) GW Instek GPT-9803 AC/DC withstanding voltage/insulation resistance testers, E-stop and safety interlocks, suitable for electronics production or quality assurance, 208-240v, 60hz, 3ph
250A	Control Module	60hz, 3ph
251	Collaborative Robot Arm	and teach pendant, w/ 3M Scotch-Weld Polyurethane Reactive (PUR) Easy 250 adhesive dispensing system, 100-240v, 1ph
252	Collaborative Robot Arm	Universal Robots collaborative robot arm, mod UR10e, s/n 20235200908, 12.5kg max payload, controller and teach pendant, w/ adhesive dispensing system, 100-240v, 1ph
253	Battery Lift Rig	Automated Battery Lift Rig, manual/auto control panels, multi-position, emergency stop, electric drive, includes cabling and safety features
254	Mobile Rotisserie Platform	rotation
255	Mobile Rotisserie Platform	Battery subassembly heavy duty rotisserie, steel frame, casters, manual lock, 360deg rotation
256	Mobile Rotisserie Platform	Battery subassembly heavy duty rotisserie, steel frame, casters, manual lock, 360deg rotation
257	Mobile Rotisserie Platform	Battery subassembly heavy duty rotisserie, steel frame, casters, manual lock, 360deg rotation
258	Mobile Rotisserie Platform	Battery subassembly heavy duty rotisserie, steel frame, casters, manual lock, 360deg rotation
259	Mobile Rotisserie Platform	Battery subassembly heavy duty rotisserie, steel frame, casters, manual lock, 360deg rotation
260	Temperature Chamber	Cincinnati Sub-Zero temperature chamber, mod Z-2-033-033-H/AC, s/n ZZ9522177, 115v, 60hz, 1ph
261	Temperature Chamber	Thermotron temperature chamber, mod SE-300-4-4, s/n 36920, 208v, 60hz, 3ph
262	Battery Test System	Arbin battery test system, mod LBT 21084UC, s/n 233271, MITS Pro 8 included, 208v, 50/60hz, 3ph
263	Battery Test System	Arbin battery test system, mod LBT 21084HC, s/n 233287, 208v, 50/60hz, 3ph
264	Battery Test System	and A691101 converter
265	Dust Collector	Donaldson Torit cartridge dust collector, s/n Q-233314, 230v, 3ph
266	Forklift	Toyota forklift, mod 8FGCU30, s/n 67088, propane, 6500 lbs cap
267	Forklift	Mitsubishi forklift, mod FG25N, s/n AF17D32337, propane, 4500 lbs cap
268	Forklift	Mitsubishi forklift, mod FG25N, s/n AF17D31566, propane, 4500 lbs cap
269	Forklift	Hyster forklift, mod J40XNT, s/n K160N07595S, 36v, battery, 4000 lbs cap
270	Forklift	Raymond forklift, mod 4460C40, s/n 446-22-16724, 36v, battery, 4000 lbs cap
271	Forklift	Jungheinrich forklift, mod EFG115, s/n FN597101, 24v, battery, 3100 lbs cap
272	Forklift Jib Boom	Vestil telescoping forklift jib boom, mod LM-OBT-6-30, 6000 lbs rated cap, 12 ft max
273	Gantry Crane w/ Chain Hoist	110/220v, 60hz
274	Industrial Manipulator	INDEVA industrial manipulator, mod LIFTRONIC E80CH L=300, s/n L.6.24592, 80kg cap, 115v, 50/60hz
275	Battery Module Test Stations	[LOT] of (3) custom V18 stack battery module test station, includes workstation PCs, pneumatic actuators, safety light towers, emergency stop, custom PCB controller
276	Battery Module Test Station	Custom V17 battery module test station, w/ manual loading interface, emergency stop, light tower for operational feedback, custom milled contact plate
277	Battery Module Test Station	Custom V18 battery module test station, w/ manual loading interface, emergency stop, light tower for operational feedback, custom milled contact plate
278	UV LED Curing System	Phoseon UV LED curing system, mod FireJet FJ240, s/n 839428, 150x40AC395-16W, w/ UV shielded enclosure, manual/electronic controls
279	Fiber Laser Marker	Amada Miyachi fiber laser marker, mod LMWS LMF70-HP, s/n 18060013, precision motorized XYZ stages, industrial safety enclosure, Thorlabs LTS300/M long travel stage, 90-130v/180-260v, 50/60hz
280	CNC Cutting Machine	ZXT CNC cutting machine, mod ZX-1625V, s/n 20230936, 63"x98" table, 11kW power, oscillating knife and multi-tool head configuration, PC-based control system with monitor, keyboard, and mouse, 220v
281	Cordless Tool Controller	Ingersoll Rand cordless tool controller, mod INSIGHTqcx QCXD11-M, s/n K22G50072, 7" color touchscreen, WiFi and Ethernet connectivity, compatible with QX Series cordless tools, 100-240v AC input, 50/60 hz
282	Cordless Tool Controller	Ingersoll Rand cordless tool controller, mod INSIGHTqcx QCXD11-M, s/n K23E53535, 7" color touchscreen, WiFi and Ethernet connectivity, compatible with QX Series cordless tools, 100-240v AC input, 50/60 hz
283	Digital Torque Tester	Ingersoll Rand digital torque tester, mod IQCTT-4, s/n CR24F117273, 0.4-4.0 Nm range, digital LCD display, USB Mini and USB-A data output, 5V DC power, carrying case
284	Precision Screwdrivers	[LOT] of (16) Ingersoll Rand cordless precision screwdrivers, mod QX2P, w/ 20V lithium-ion batteries and chargers on rack as shown

EXHIBIT 10

Exhibit B

Sale Agent Declarations

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)

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

I, K. Kevin Otus, being duly sworn, state the following under the penalty of perjury:

1. I am the Managing Partner of Onyx Asset Advisors, LLC ("Onyx").

2. I am authorized to submit this declaration (the "Declaration") on behalf of Onyx in support of the *Debtors' Motion for Entry of an Order (I) Approving the Retention and Employment of the Sale Agents Pursuant to the Sale Agent Agreement; (II) Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims and Interests; and (III) Granting Related Relief* (the "Motion").[2] Unless otherwise indicated, the facts set forth in this Declaration are based upon my personal knowledge, information and belief, my opinion based upon my experience, or client matter records kept in the ordinary course of business that were reviewed by me or other employees of Onyx under my supervision and direction. I am over the age of 18. If called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

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[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] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion, or the Agency Agreement, as applicable.

3. I have reviewed and am familiar with the Motion and the relief sought therein. Although not required for purposes of approval of the Motion pursuant to Section 363 of the Bankruptcy Code, I submit this Declaration in support thereof and disclose any connections of Onyx to the Debtors and Parties-In-Interest (as defined below) in support thereof.

Parties-In-Interest

4. In the ordinary course of business, Onyx maintains a database that can be utilized for the purposes of performing "conflicts checks." The database contains information regarding the present and past representations and transactions of Onyx and all other companies presently controlled by Onyx. I obtained from counsel to the Debtors a list with the names of each of the Debtors, certain of the Debtors' significant creditors, and other parties-in-interest (collectively, as more fully set forth on **Schedule 1**, the "Parties-In-Interest").[3] A search of the aforementioned database was conducted for purposes of determining what, if any, connection(s) Onyx may have with any Parties-In-Interest.

5. To the best of my knowledge and belief, after conducting the inquiry outlined above, during the last two (2) years, neither Onyx nor any of its affiliates has had any connection with the Debtors or any Parties-In-Interest in matters related to the Debtors, except as disclosed or otherwise described in this Declaration, including:

a. [NA].

b. [NA].

6. Except as otherwise may be disclosed herein or on **Schedule 2** (which sets forth the connections and potential connections of Onyx and its affiliates, to Parties-In-Interest in matters

[3] Note that we did not include utility providers or government and taxing authorities in our search.

unrelated to the Debtors or these chapter 11 cases), to the best of my knowledge and belief, after reasonable inquiry, neither I, Onyx, nor any principal, consultant or employee thereof:

a. is a creditor, equity security holder, or insider of the Debtors;

b. is (or within two (2) years before the Petition Date was) a director or officer of the Debtors;

c. has any connection with the judge assigned to the Debtors' chapter 11 cases; and/or

d. has any connection to any party in the Office of the United States Trustee in this District.

7. As a part of a large and diverse business operation, Onyx and certain of its affiliates have previously, are currently, and may in the future appear or participate (as agent, consultant, appraiser, professional, advisor, investor, lender, principal or otherwise) in numerous cases, proceedings, transactions and engagements, with, among other market participants, professionals, advisors, banks and other lenders, landlords, restructuring firms, liquidation firms, vendors, insurance carriers and brokers, operating companies, and equity and/or debt holders, each of whom may be involved in these proceedings, may represent Parties-In-Interest in these cases, and/or may be Parties-In-Interest in these cases ("Ordinary Course Interactions"). Except as disclosed herein, none of the Ordinary Course Interactions are believed to be matters directly connected or relating to the Debtors or these chapter 11 cases, nor does Onyx believe that any of the Ordinary Course Interactions will interfere with or impair Onyx's activities, actions, responsibilities or objectives in these cases. Without limiting the generality of the foregoing disclosure, and by way of example only for purposes of erring on the side of disclosure:

a. Citizens Bank.

b. JP Morgan Chase.

c. AT&T.

d. PG&E.

8. Without limiting the generality of the foregoing paragraph, it is possible that one or more law firms engaged by the Debtors or other Parties-In-Interest, including Pillsbury Winthrop Shaw Pittman LLP, have previously or are currently representing Onyx or its affiliates in matters unrelated to the Debtors or these chapter 11 cases, and that such representations are not necessarily reflected in Onyx's database for purposes of performing "conflicts checks." Except as may be disclosed herein, any such law firm's representation of Onyx and its affiliates is unrelated to the Debtors and these chapter 11 cases.

9. Neither I, Onyx, nor any principal, consultant or employee thereof has agreed to share or will share any portion of the compensation to be received from the Debtors by Onyx with any other person other than the principals and regular employees of Onyx.

10. To the best of my knowledge, neither I, Onyx, nor any principal, consultant, or employee thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which Onyx is engaged.

11. The disclosures identified above are based upon my knowledge and belief after reasonable inquiry. Onyx and its affiliates will continue to review their relationships. Accordingly, this Declaration will be supplemented as appropriate.

Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 15, 2026

Onyx Asset Advisors, LLC

By: 
Name: K. Kevin Otus
Title: Managing Partner

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)

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

I, Shira Weissman, being duly sworn, state the following under the penalty of perjury:

1. I am the Chief Operating Officer of Rabin Worldwide, Inc. ("Rabin").

2. I am authorized to submit this declaration (the "Declaration") on behalf of Rabin in support of the *Debtors' Motion for Entry of an Order (I) Approving the Retention and Employment of the Sale Agents Pursuant to the Sale Agent Agreement; (II) Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims and Interests; and (III) Granting Related Relief* (the "Motion").[2] Unless otherwise indicated, the facts set forth in this Declaration are based upon my personal knowledge, information and belief, my opinion based upon my experience, or client matter records kept in the ordinary course of business that were reviewed by me or other employees of Rabin under my supervision and direction. I am over the age of 18. If called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

---

[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] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion, or the Agency Agreement, as applicable.

3. I have reviewed and am familiar with the Motion and the relief sought therein. Although not required for purposes of approval of the Motion pursuant to Section 363 of the Bankruptcy Code, I submit this Declaration in support thereof and disclose any connections of Rabin to the Debtors and Parties-In-Interest (as defined below) in support thereof.

Parties-In-Interest

4. In the ordinary course of business, Rabin maintains a database for purposes of performing "conflicts checks." The database contains information regarding the present and past representations and transactions of Rabin and all other companies presently controlled by Rabin or its parent entities. I obtained from counsel to the Debtors a list with the names of each of the Debtors, certain of the Debtors' significant creditors, and other parties-in-interest (collectively, as more fully set forth on **Schedule 1**, the "Parties-In-Interest").[3] A search of the aforementioned database was conducted for purposes of determining what, if any, connection(s) Rabin and its affiliates may have with any Parties-In-Interest.

5. To the best of my knowledge and belief, after conducting the inquiry outlined above, during the last two (2) years, Rabin has not had any connection with the Debtors or any Parties-In-Interest in matters related to the Debtors, except as disclosed or otherwise described in this Declaration, including:

a. [NA].

b. [NA].

6. Except as otherwise may be disclosed herein or on **Schedule 2** (which sets forth the connections and potential connections of Rabin and its affiliates, to Parties-In-Interest in matters

[3] Note that we did not include utility providers or government and taxing authorities in our search.

unrelated to the Debtors or these chapter 11 cases), to the best of my knowledge and belief, after reasonable inquiry, neither I, Rabin, nor any principal, consultant or employee thereof:

a. is a creditor, equity security holder, or insider of the Debtors;

b. is (or within two (2) years before the Petition Date was) a director or officer of the Debtors;

c. has any connection with the judge assigned to the Debtors' chapter 11 cases; and/or

d. has any connection to any party in the Office of the United States Trustee in this District.

7. As a part of a large and diverse business operation, Rabin and certain of its affiliates have previously, are currently, and may in the future appear or participate (as agent, consultant, appraiser, professional, advisor, investor, lender, principal or otherwise) in numerous cases, proceedings, transactions and engagements, with, among other market participants, professionals, advisors, banks and other lenders, landlords, restructuring firms, liquidation firms, vendors, insurance carriers and brokers, operating companies, and equity and/or debt holders, each of whom may be involved in these proceedings, may represent Parties-In-Interest in these cases, and/or may be Parties-In-Interest in these cases ("Ordinary Course Interactions"). Except as disclosed herein, none of the Ordinary Course Interactions are believed to be matters directly connected or relating to the Debtors or these chapter 11 cases, nor does Rabin believe that any of the Ordinary Course Interactions will interfere with or impair Rabin's activities, actions, responsibilities or objectives in these cases. Without limiting the generality of the foregoing disclosure, and by way of example only for purposes of erring on the side of disclosure:

a. JP Morgan Chase

b. Citizens Bank

c. PG&E

d. AT&T

8. Without limiting the generality of the foregoing paragraph, it is possible that one or more law firms engaged by the Debtors or other Parties-In-Interest, including Pillsbury Winthrop Shaw Pittman LLP, have previously or are currently representing Rabin or its affiliates in matters unrelated to the Debtors or these chapter 11 cases, and that such representations are not necessarily reflected in Rabin's database for purposes of performing "conflicts checks." Except as may be disclosed herein, any such law firm's representation of Rabin and its affiliates is unrelated to the Debtors and these chapter 11 cases.

9. Neither I, Rabin, nor any principal, consultant or employee thereof has agreed to share or will share any portion of the compensation to be received from the Debtors by Rabin with any other person other than the principals and regular employees of Rabin.

10. To the best of my knowledge, neither I, Rabin, nor any principal, consultant, or employee thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which Rabin is engaged.

11. The disclosures identified above are based upon my knowledge and belief after reasonable inquiry. Rabin and its affiliates will continue to review their relationships. Accordingly, this Declaration will be supplemented as appropriate.

Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 15, 2026

Rabin Worldwide, Inc.

By: _____
Name: Shira Weissman
Title: Chief Operating Officer

EXHIBIT 11-a

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

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

CERTIFICATE OF SERVICE

I, Nuno Cardoso, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtors in the above-captioned case.

On January 12, 2026, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service list attached hereto as **Exhibit B**:

- **Final Order (I) Authorizing the Debtors to Obtain Senior Secured Priming Superpriority Postpetition Financing, and Grant Liens and Superpriority Administrative Expense Claims, (II) Modifying the Automatic Stay, and (III) Scheduling a Final Hearing and (IV) Granting Related Relief** [Docket No. 91]

- **Order Approving Emergency Motion for (A) Entry of an Order (I) Approving Bidding Procedures and (II) Authorizing Transfers Outside the Ordinary Course of Business (III) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date (IV) Approving Form of Notice Thereof and (B) After the Sale Hearing, Entry of an Order (I) Authorizing and Approving the Debtors to Sell the Assets and (II) Granting Related Relief** [Docket No. 92]

Furthermore, on January 12, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit C**; and via First Class Mail upon the service lists attached hereto as **Exhibit D**:

[Remainder of page intentionally left blank]

[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). A copy of this pleading 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.

- **Final Order (I) Authorizing the Debtors to Obtain Senior Secured Priming Superpriority Postpetition Financing, and Grant Liens and Superpriority Administrative Expense Claims, (II) Modifying the Automatic Stay, and (III) Scheduling a Final Hearing and (IV) Granting Related Relief** [Docket No. 91]

Dated: January 20, 2026

/s/ Nuno Cardoso
Nuno Cardoso
Verita
222 N Pacific Coast Highway,
3rd Floor
El Segundo, CA 90245
Tel. 310.823.9000

Exhibit A

Exhibit A
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Creditor	ALM Holding		a.cherkaoui@gmail.com
Top 20 Creditor, Official Committee of Unsecured Creditors	Avalon Technologies Limited	Jay Ram	jay.ram@avalontec.com
Delaware Attorney General	Delaware Attorney General	Attn Bankruptcy Department	attorney.general@state.de.us
District of Columbia Attorney General	District of Columbia Attorney General	Attn Bankruptcy Department	oag@dc.gov
Proposed Co-Counsel for the Official Committee of Unsecured Creditors	Dykema Gossett PLLC	William Hotze, Dominique Douglas	whotze@dykema.com; ddouglas@dykema.com
Top 20 Creditor	EEI Fund 4 Investment Limited Partnership		Email on File
Counsel for Debtor-In-Possession Lender and Twelve Bridge Capital, LLC	Fishel Law Group	Michael Fishel	michael@FishelLawGroup.com
Top 20 Creditor	Inversions Cielo Alto Corp.		Email on File
Top 20 Creditor	Inversions El Monasterio Corp.		Email on File
Top 20 Creditor	KR 100 Hooper LLC	Kilroy Realty Corporation	Email on File
Top 20 Creditor	Kraus Investment Partners		Email on File
Top 20 Creditor	Mactech Corporation	Attn Wenpin Kuo	Email on File
Top 20 Creditor	Marchesi Light Alloy		Email on File
Official Committee of Unsecured Creditors	MingChing Industrial	Leehom Wang	Email on File
Top 20 Creditor	MKB Partners Fund II, Limited Partnership		Email on File
Top 20 Creditor	New Ground Ventures II, LP		Email on File
New Hampshire Attorney General	New Hampshire Attorney General	Attn Bankruptcy Department	attorneygeneral@doj.nh.gov
Proposed Co-Counsel for the Official Committee of Unsecured Creditors	Porzio, Bromberg & Newman, P.C.	Rachel A. Parisi, Christopher P. Mazza, Jenny Zhou	RAParisi@pbnlaw.com; CPMazz@pbnlaw.com; JZhou@pbnlaw.com
Top 20 Creditor, Official Committee of Unsecured Creditors	Qingdao Huarui Hardware Products Co., Ltd.	Dongliang Zhu	Email on File
Top 20 Creditor	Repsol Energy Ventures, S.A.		Email on File
Official Committee of Unsecured Creditors	Sabrina Ohanian		Email on File
Top 20 Creditor	Stellantis Europe S.p.A.		Email on File
Interested Party	Sunil Bhilotra		Email on File
Top 20 Creditor	Tamarack Global Opportunities I LP		Email on File
Top 20 Creditor	Total Quality Logistics LLC		Email on File
Top 20 Creditor	Transform Ample, LP		Email on File
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Vianey Garza, Andrew Jimenez	vianey.garza@usdoj.gov; andrew.jimenez@usdoj.gov
Top 20 Creditor	Varsavsky Axel Springer GMBH		Email on File
Top 20 Creditor	WARN Act Tort Claimants	Schneider Wallace Cottrell Kim LLP	Email on File
Wisconsin Attorney General	Wisconsin Attorney General	Attn Bankruptcy Department	dojbankruptcynoticegroup@doj.state.wi.us

Exhibit B

Exhibit B

Master Service List

Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
California Attorney General	California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740		Sacramento	CA	95814-2919
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
Counsel to Plaintiffs Sabrina Ohanian, Henry Smith, and Maricela Guerrero Santo and the Proposed Class	Lankenau & Miller, LLP	Stuart Miller, Jonathan Miller	100 Church St, 8th Floor		New York	NY	10007
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528
Top 20 Creditor	The Boston Consulting Group, Inc.		Two Embarcadero Center, Suite 2400		San Francisco	CA	94111
Counsel to Plaintiffs Sabrina Ohanian, Henry Smith, and Maricela Guerrero Santo and the Proposed Class	The Gardner Firm	Mary Olsen, M. Vance McCrary	182 St. Francis St, Suite 103		Mobile	AL	36602
Counsel to Plaintiffs Sabrina Ohanian, Henry Smith, and Maricela Guerrero Santo and the Proposed Class	The Webster Law Firm	Jason Webster	24 Greenway Plaza, Suite 600		Houston	TX	77046
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW		Washington	DC	20530-0001
Top 20 Creditor	WARN Act Tort Claimants	Jeremy Pasternak, Esq.	100 Bush St, Ste 1580		San Francisco	CA	94104
Washington Attorney General	Washington Attorney General	Attn Bankruptcy Department	800 Fifth Ave, Ste 2000		Seattle	WA	98104

Exhibit C

Exhibit C

Lienholders Service List

Served via Electronic Mail

CreditorName	Email
Raymond Leasing Corporation	rlacctrec@raymondcorp.com

Exhibit D

Exhibit D

Lienholders Service List

Served via First Class Mail

CreditorName	Address1	City	State	Zip
Raymond Leasing Corporation	22 South Canal Street	Greene	NY	13778
U.S. Bank Equipment Finance	1310 Madrid St	Marshall	MN	56258

From: Jones, Nancy J.
To: Docket
Subject: FW: 25-90817 Certificate
Date: Tuesday, January 20, 2026 5:02:00 PM

Nancy J. Jones, RP® | Pillsbury Winthrop Shaw Pittman LLP
Legal Practice Coordinator
609 Main Street, Suite 2000 | Houston, TX 77002
t +1.713.276.7662 | m +1.832.693.3296
nancy.jones@pillsburylaw.com | pillsburylaw.com

From: BKECF_LiveDB@txs.uscourts.gov <BKECF_LiveDB@txs.uscourts.gov>
Sent: Tuesday, January 20, 2026 4:59:21 PM (UTC-06:00) Central Time (US & Canada)
To: BK_Notices@txsb.uscourts.gov <BK_Notices@txsb.uscourts.gov>
Subject: 25-90817 Certificate

*****NOTE TO PUBLIC ACCESS USERS*** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30-page limit do not apply.**

U.S. Bankruptcy Court

Southern District of Texas

Notice of Electronic Filing

The following transaction was received from Evan Gershbein entered on 1/20/2026 at 4:59 PM CST and filed on 1/20/2026

Case Name: Ample, Inc. and Official Committee Of Unsecured Creditors
Case Number: 25-90817
Document Number: 103

Docket Text:
Certificate *of Service re: 1) Final Order (I) Authorizing the Debtors to Obtain Senior Secured Priming Superpriority Postpetition Financing, and Grant Liens and Superpriority Administrative Expense Claims, (II) Modifying the Automatic Stay, and (III) Scheduling a Final Hearing and (IV) Granting Related Relief and 2) Order Approving Emergency Motion for (A) Entry of an Order (I) Approving Bidding Procedures and (II) Authorizing Transfers Outside the Ordinary Course of Business (III) Scheduling Bid Deadline, Auction Date, and Sale Hearing Date (IV) Approving Form of Notice Thereof and (B) After the Sale Hearing, Entry of an Order (I) Authorizing and Approving the Debtors to Sell the Assets and (II) Granting Related Relief* (Filed By Kurtzman Carson Consultants, LLC d/b/a Verita Global). (Related document(s):[91] Order on Authority to Obtain Credit Under Section 364, [92] Order on Motion for Approval) (Gershbein, Evan)

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename:260112 Ample COS re DNs 91-92.pdf
Electronic document Stamp:
[STAMP bkecfStamp_ID=996787432 [Date=1/20/2026] [FileNumber=53191558-0
] [247a7a1434ecc57372063a37b1880faf3bd9c2660113436a2650d9220be5fba9513
3c1bd46a91be4a22ef216ef74477f59c9beb0f6825f1d87ac0aa372c84ee3]]

25-90817 Notice will be electronically mailed to:

Dominique Ashley Douglas on behalf of Creditor Committee Official Committee Of Unsecured Creditors
ddouglas@dykema.com,
MAraiza@dykema.com;Douglas.DominiqueB146254@notify.bestcase.com

Michael Fishel on behalf of Creditor Twelve Bridge Capital, LLC
michael@FishelLawGroup.com, michael-fishel-2874@ecf.pacerpro.com

Vianey Garza on behalf of U.S. Trustee US Trustee
vianey.garza@usdoj.gov

Evan Gershbein on behalf of Other Prof. Kurtzman Carson Consultants, LLC d/b/a Verita Global
ECFpleadings@kccllc.com, ECFpleadings@kccllc.com

Andrew Jimenez on behalf of U.S. Trustee US Trustee
andrew.jimenez@usdoj.gov

Yosina Mariette Lissebeck on behalf of Creditor TQL Global, LLC
yosina.lissebeck@dinsmore.com, caron.burke@dinsmore.com

Russell Hale Neilson on behalf of Creditor Citizens Bank, N.A
hneilson@kslaw.com, TGreen@KSLAW.com

Hugh Massey Ray, III on behalf of Debtor Ample Texas EV, LLC
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

Hugh Massey Ray, III on behalf of Debtor Ample, Inc.
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

US Trustee
USTPRegion07.HU.ECF@USDOJ.GOV

25-90817 Notice will not be electronically mailed to:

EXHIBIT 11-b

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

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

CERTIFICATE OF SERVICE

I, Nuno Cardoso, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtors in the above-captioned case.

On January 15, 2026, at my direction and under my supervision, employees of Verita caused to be served the following documents via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; and via First Class Mail upon the service lists attached hereto as **Exhibit C** and **Exhibit D**:

- **Ample, Inc, *et al.* – Bidding Procedures** [substantially in the form of Exhibit 1 to Docket No. 92]

- **Notice of Proposed Sale of Assets, Auction and Sale Hearing** [substantially in the form of Exhibit B to Docket No. 47]

Dated: January 21, 2026

/s/ Nuno Cardoso
Nuno Cardoso
Verita
222 N Pacific Coast Highway,
3rd Floor
El Segundo, CA 90245
Tel. 310.823.9000

[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). A copy of this pleading 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.

Exhibit A

Exhibit A
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Creditor	ALM Holding		Email on File
Top 20 Creditor, Official Committee of Unsecured Creditors	Avalon Technologies Limited	Jay Ram	Email on File
Delaware Attorney General	Delaware Attorney General	Attn Bankruptcy Department	attorney.general@state.de.us
District of Columbia Attorney General	District of Columbia Attorney General	Attn Bankruptcy Department	oag@dc.gov
Proposed Co-Counsel for the Official Committee of Unsecured Creditors	Dykema Gossett PLLC	William Hotze, Dominique Douglas	whotze@dykema.com; ddouglas@dykema.com
Top 20 Creditor	EEI Fund 4 Investment Limited Partnership		Email on File
Counsel for Debtor-In-Possession Lender and Twelve Bridge Capital, LLC	Fishel Law Group	Michael Fishel	michael@FishelLawGroup.com
Top 20 Creditor	Inversions Cielo Alto Corp.		Email on File
Top 20 Creditor	Inversions El Monasterio Corp.		Email on File
Counsel to Citizens Bank, N.A.	King & Spalding, LLP	R. Hale Neilson	hneilson@kslaw.com
Top 20 Creditor	KR 100 Hooper LLC	Kilroy Realty Corporation	Email on File
Top 20 Creditor	Kraus Investment Partners		Email on File
Top 20 Creditor	Mactech Corporation	Attn Wenpin Kuo	Email on File
Top 20 Creditor	Marchesi Light Alloy		Email on File
Official Committee of Unsecured Creditors	MingChing Industrial	Leehom Wang	Email on File
Top 20 Creditor	MKB Partners Fund II, Limited Partnership		Email on File
Top 20 Creditor	New Ground Ventures II, LP		Email on File
New Hampshire Attorney General	New Hampshire Attorney General	Attn Bankruptcy Department	attorneygeneral@doj.nh.gov
Proposed Co-Counsel for the Official Committee of Unsecured Creditors	Porzio, Bromberg & Newman, P.C.	Rachel A. Parisi, Christopher P. Mazza, Jenny Zhou	RAParisi@pbnlaw.com; CPMazza@pbnlaw.com; JZhou@pbnlaw.com
Top 20 Creditor, Official Committee of Unsecured Creditors	Qingdao Huarui Hardware Products Co., Ltd.	Dongliang Zhu	Email on File
Top 20 Creditor	Repsol Energy Ventures, S.A.		Email on File
Official Committee of Unsecured Creditors	Sabrina Ohanian		Email on File
Top 20 Creditor	Stellantis Europe S.p.A.		Email on File
Interested Party	Sunil Bhilotra		Email on File
Top 20 Creditor	Tamarack Global Opportunities I LP		Email on File
Top 20 Creditor	Total Quality Logistics LLC		Email on File
Top 20 Creditor	Transform Ample, LP		Email on File
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Vianey Garza, Andrew Jimenez	vianey.garza@usdoj.gov; andrew.jimenez@usdoj.gov
Top 20 Creditor	Varsavsky Axel Springer GMBH		Email on File
Top 20 Creditor	WARN Act Tort Claimants	Schneider Wallace Cottrell Kim LLP	Email on File
Wisconsin Attorney General	Wisconsin Attorney General	Attn Bankruptcy Department	dojbankruptcynoticegroup@doj.state.wi.us

Exhibit B

Exhibit B

Creditor Matrix Service List

Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Accuenergy		properties@ample.com
ALM Holding		Email on File
Amphenol Automotive Connection Systems		Email on File
Amphenol Technology (Zhuhai) Co., Ltd		customerservice@amphenol-aio.com
AMPHENOL-TUCHEL ELECTRONICS GmbH		info@amphenol-automotive.de
Ana Carnero		Email on File
Arso Engineering		roberto.bocanegra@arso.com.mx
August Steinmeyer GmbH & Co. KG		Cameron.McKenzie@steinmeyer.com
Banco Santander, S.A.		Email on File
Banco Santander, S.A.		jybarral@gruposantander.com
BOLAB Systems GmbH		info@BOLAB-Systems.de
C.C.P. Contact Probes Co.,Ltd		ccp_service@pccp.com.tw
Cartographic		isai_celis@cartographic.com.mx
Century 3D		rreyes@century3d.com.mx
Costal Corporation		mkrishna@coastalcorp.co.in
CPC		kimoscar@gmail.com
Daedalus Lift & Access Equipments Private Limited		g.bala@dehuind.com
Daimler Truck Financial Services Asia. Co. Ltd		bharat.prakash@daimlertruck.com
Dongguan City Yuhuang Electronics Technology Co.,LTD.		Email on File
Dongguan PUW EPTFE Material Co., Ltd.		sunny@puw-china.com; puw@puw-china.com
Dreamwork International Investments Ltd.		Email on File
EEI Fund 4 Investment Limited Partnership		kanri@ee-investment.jp
EMIS Solutions Pvt. Ltd.		sales-in@emisglobal.com
ENEOS Holdings		toru.nagannuma@eneos.com
ENEOS Innovation Partners Godo Kaisha	c/o ENEOS Holdings, Inc.	Email on File
Ferre Baztan		Email on File
Free2move SAS		dpo@free2move.com
GearPower Motor		Email on File
Hino Motors Ltd.	Attn Kazuo Hayami	shono.ono@hino.co.jp
Hitech Circuits		sales8@hitechpcb.com
Hochiki Europe		rwharram@hochikieurope.com
HUIZHOU GREETECH ELECTRONICS CO.,LTD (UnionWell Switch)		sales2@unionwellgroup.com
Inversiones Cielo Alto Corp.		Email on File
Inversiones El Monasterio Corp.		Email on File
iPCB		luisa@ipcb.com
J&A GARRIGUES S.L.P.		madrid@garrigues.com
Jinan Zhuoxing Intelligent Technology Co., Ltd.		info@zxtcutter.com
Kaier Wo Prototyping Co., Ltd		prototype6@kaierwo.com
LG Energy Solution		jnw.lee@lgensol.com
Lishui City Yongrun Precision Machinery Co., Ltd		yr@cnyouright.com
Mactech Corporation	Attn Wenpin Kuo	wenpin_kuo@mactech.com.tw

Exhibit B

Creditor Matrix Service List

Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
MacTech Corporation		sunny@mactech.com.tw
Makipos Electronics Co., Ltd		info@makipos.com
Marchesi Light Alloy		ggarduno@marchesi.com.mx
Meadville Technologies Company Limited		peter.pestalozzi@akmmv.com
Meinhardt Japan Inc.	c/o Meindhardt Group	Email on File
MingChing Industrial Co., ltd		sales02@mingchingindustrial.com
Mitsubishi Corporation		ml.mcampleteam@mitsubishicorp.com
Mitsubishi Fuso Truck and Bus Corporation		simon.schmid@daimlertruck.com
Mitsubishi Motors Corporation	Attn Kimio Yatabe	kimio.yatabe@mitsubishi-motors.com
MKB Partners Fund II International, Limited Partnership		k.mackinnon@mkbandco.com
MKB Partners Fund II, Limited Partnership		k.mackinnon@mkbandco.com
Newstart Motion		peter@newstartmotion.com
Pixma Holdings Ltd		Email on File
Prima Operaciones		annelies@prima.ai
PTT Public Company Limited		Email on File
Qingdao Huarui Hardware Products Co., Ltd.		dave@qd-kerui.com
Repsol Energy Ventures S.A.U.	Gema Garcia Gonz alez	ggarciag@repsol.com
Repsol Energy Ventures, S.A.		jmgarcias@repsol.com
Robert Linck		Email on File
Sarderval Spain S.L.U		mpf@moovecars.com
Seedco Capital		Email on File
Shen Zhen Mai Jin Metal Works Co.,Ltd.		Daniel.Xian@maijincnc.com
SHENZHEN ALINKTEK CO.,LTD		info@alinktek.com
ShenZhen XinHaiWang Technology Co., Ltd		elvislau@xhwrubber.cn
Smart Vietnam		Email on File
SMRT Ventures Pte Ltd		Email on File
Stellantis Ventures B.V.	Attn Executive Board Member	giorgio.fossati@stellantis.com
Sunil Bhilotra		Email on File
TCR Advanced Engineering Pvt. Ltd. (India)		testing@tcradvanced.com
TMI Associates		tmi-koreandesk@tmi.gr.jp
Toyota Motor Corporation	Attn Kunihiko Sakata	kunihiko_sakata@mail.toyota.co.jp
TRIREC Ample Pte Ltd		Email on File
ULTRA CORPOTECH PRIVATE LIMITED		salesmktg@ultracorpotech.com
VALUEGREAT(HUI ZHOU)TECHNOLOGY CO.,LTD		zhangrongxun@Valuegreat.com.cn
Varsavsky Axel Springer GMBH & Co. KG		martin@vas.ventures
Violin Technologies		rajesh.g@violintec.com
Wintek Circuit Technology Ltd.		jenny@wintekcircuit.com
Wuxi Aston Electric Co., Ltd.		wxastdq@126.com
Wuxi Aston Electric Co., Ltd.		wxastdq@126.com
Zhongshan Hord Rapidtools Co.,Ltd.		jessica@hordrt.com

Exhibit C

Exhibit C
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Top 20 Creditor	ALM Holding		PO Box 334223			Dubai			United Arab
Top 20 Creditor, Official Committee of Unsecured Creditors	Avalon Technologies Limited	Jay Ram	475 Horizon Drive			Suwanee	GA	30024	
California Attorney General	California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740			Sacramento	CA	95814-2919	
Delaware Attorney General	Delaware Attorney General	Attn Bankruptcy Department	Carvel State Office Bldg.	820 N. French St.		Wilmington	DE	19801	
District of Columbia Attorney General	District of Columbia Attorney General	Attn Bankruptcy Department	400 6th Street NW			Washington	DC	20001	
Proposed Co-Counsel for the Official Committee of Unsecured Creditors	Dykema Gossett PLLC	William Hotze, Dominique Douglas	5 Houston Center	1401 McKinney Street, Suite 1625		Houston	TX	77010	
Top 20 Creditor	EEI Fund 4 Investment Limited Partnership		5-11-1-201 Higashigotanda			Tokyo	Shinagawa	141-0022	Japan
Counsel for Debtor-In-Possession Lender and Twelve Bridge Capital, LLC	Fishel Law Group	Michael Fishel	602 Sawyer, Suite 400			Houston	TX	77007	
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346			Philadelphia	PA	19101-7346	
Top 20 Creditor	Inversions Cielo Alto Corp.		Isidora Goyenechea 2939 p15			Santiago			Chile
Top 20 Creditor	Inversions El Monasterio Corp.		Isidora Goyenechea 2939 p15			Santiago			Chile
Counsel to Citizens Bank, N.A.	King & Spalding, LLP	R. Hale Neilson	1100 Louisiana Street, Suite 4100			Houston	TX	77002	
Top 20 Creditor	KR 100 Hooper LLC	Kilroy Realty Corporation	12200 W. Olympic Blvd, Suite 200			Los Angeles	CA	90064	
Top 20 Creditor	Kraus Investment Partners		720 Park Avenue			New York	NY	10021	
Counsel to Plaintiffs Sabrina Ohanian, Henry Smith, and Maricela Guerrero Santo and the Proposed Class	Lankenau & Miller, LLP	Stuart Miller, Jonathan Miller	100 Church St, 8th Floor			New York	NY	10007	
Top 20 Creditor	Mactech Corporation	Attn Wenpin Kuo	No 89, Lane 36, Sec. 2 Tanxing Rd	Tanzi District		Taichung City		427	Taiwan
Top 20 Creditor	Marchesi Light Alloy		45713 Zacoalco de Torres			Jalisco			Mexico
Official Committee of Unsecured Creditors	MingChing Industrial	Leehom Wang	RM 2010, RongChao Financial Building	DaYung, LongGang		ShenZhan City	GuangDong	518172	China
Top 20 Creditor	MKB Partners Fund II, Limited Partnership		1 Place Ville Marie Suite 3670			Montreal	QC	H3B 3P2	Canada
Top 20 Creditor	New Ground Ventures II, LP		855 El Camino Real, Ste. 13A-348			Palo Alto	CA	94301	
New Hampshire Attorney General	New Hampshire Attorney General	Attn Bankruptcy Department	33 Capitol St.			Concord	NH	03301	
Proposed Co-Counsel for the Official Committee of Unsecured Creditors	Porzio, Bromberg & Newman, P.C.	Rachel A. Parisi, Christopher P. Mazza, Jenny Zhou	100 Southgate Parkway	P.O Box 1997		Morristown	NJ	07962	
Top 20 Creditor, Official Committee of Unsecured Creditors	Qingdao Huarui Hardware Products Co., Ltd.	Dongliang Zhu	South Wangjiazhuang Village, Daxing Town	Jimo District		Qingdao	Shandong	266229	China
Top 20 Creditor	Repsol Energy Ventures, S.A.		Mendex Alvaro 44			Madrid		28042	Spain
Official Committee of Unsecured Creditors	Sabrina Ohanian		Address on File						
Top 20 Creditor	Stellantis Europe S.p.A.		Corso Giovanni Agnelli 200			Torino		10135	Italy
Interested Party	Sunil Bhilotra		Address on File						
Top 20 Creditor	Tamarack Global Opportunities I LP		30 Beechcroft Road			Greenwich	CT	06830	
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St		Austin	TX	78774	
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station			Austin	TX	78711-3528	
Top 20 Creditor	The Boston Consulting Group, Inc.		Two Embarcadero Center, Suite 2400			San Francisco	CA	94111	
Counsel to Plaintiffs Sabrina Ohanian, Henry Smith, and Maricela Guerrero Santo and the Proposed Class	The Gardner Firm	Mary Olsen, M. Vance McCrary	182 St. Francis St, Suite 103			Mobile	AL	36602	
Counsel to Plaintiffs Sabrina Ohanian, Henry Smith, and Maricela Guerrero Santo and the Proposed Class	The Webster Law Firm	Jason Webster	24 Greenway Plaza, Suite 600			Houston	TX	77046	

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Top 20 Creditor	Total Quality Logistics LLC		4289 Ivy Pointe Blvd			Cincinnati	OH	45245	
Top 20 Creditor	Transform Ample, LP		708 Long Bridge Street #1310			San Francisco	CA	94158	
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		1000 Louisiana, Suite 2300			Houston	TX	77002	
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW			Washington	DC	20530-0001	
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Vianey Garza, Andrew Jimenez	515 Rusk Street, Suite 3516			Houston	TX	77002	
Top 20 Creditor	Varsavsky Axel Springer GMBH		Avenida de Europa 4, Planta 1			Madrid			Spain
Top 20 Creditor	WARN Act Tort Claimants	Jeremy Pasternak, Esq.	100 Bush St, Ste 1580			San Francisco	CA	94104	
Top 20 Creditor	WARN Act Tort Claimants	Schneider Wallace Cottrell Kim LLP	2000 Powell Street, Suite 1400			Emeryville	CA	94608	
Washington Attorney General	Washington Attorney General	Attn Bankruptcy Department	800 Fifth Ave, Ste 2000			Seattle	WA	98104	
Wisconsin Attorney General	Wisconsin Attorney General	Attn Bankruptcy Department	Wisconsin Dept. of Justice	114 East, State Capitol	PO Box 7857	Madison	WI	53707-7857	

Exhibit D

Exhibit D
Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
10066257 Canada Inc	Attn Raed Masri	Address on File						
10066257 Canada Inc	c/o Transform VC	Address on File						
1345-75 Howard Street LLC		212 Farm Hill Ct			Danville	CA	94526	
1699 West Grand Avenue Property Owner, L.P.		456 8th St	Suite 200		Oakland	CA	94607	
3D Barrier Bags Inc.		1950 East Queen Creek Road	Ste 300		Chandler	AZ	85286	
750 24th St LLC	CZS Property Management LLC	211 S Hill Dr	2nd Floor		Brisbane	CA	94005	
Aaron Villalobos		Address on File						
Abben Hung		Address on File						
Aberouette Property Management		Po Box 93142			Phoenix	AZ	85070	
ABM Parking Services		100 Hooper St	Suites 25, 40, 50, 35		San Francisco	CA	94107	
ACCO Engineered Systems Inc		888 East Walnut Street			Pasadena	CA	91101	
Accuenergy		2 Lansing Sq. Suite 700			Toronto	ON	M2J4P8	Canada
Adeebullah Haidari		Address on File						
Aditi Timbadia		Address on File						
ADP		1851 N. Resler			El Paso	TX	79912	
AFF Groupe		300 Route de Montauban			Bessieres		31660	France
AIG		1271 Avenue of the Americas			New York	NY	10020	
Airgas USA LLC		Po Box 102289			Pasadena	CA	91189-2289	
AIU Insurance Company		1271 Ave of the Americas	Fl 37		New York	NY	10020	
AKM Meadville - Meadville Technologies Company Limited		19/F Room 1, Metropole Square	2 On Yiu Street, Shatin		N.T. Hong Kong			China
Akon		222 S. 3rd St.			Fernandina Beach	FL	32034	
Akzo Nobel Performance Coatings (Changzhou) Co,. LTD	c/o Corporate Privacy Officer, Akzo Nobel N.V.	AkzoNobel Center	Christian Neefestraat 2		Amsterdam		1077 WW	Netherlands
Albert Liu		Address on File						
Alberto Jorge Garcia Rodriguez		Address on File						
Alec Oswald		Address on File						
Alejandro Alvarez Serna		Address on File						
Alejandro Valencia		Address on File						
Alex Kundrot		Address on File						
Alex Lue		Address on File						
Alex Rodriguez		Address on File						
Alexander Centeno		Address on File						
Alfredo Barberena		Address on File						
Alfredo Estrada Gutierrez		Address on File						
All Industrial Electrical Supply		895 Mitten Road			Burlingame	CA	94010	
All Shop Equipment Inc		29 Vista Avenue	#C		San Mateo	CA	94403	
Allayne Leongson		Address on File						
Allen Matkins Leck Gamble Mallory & Natsis LLP	Attn Anton N. Natsis, Esq.	1901 Ave of the Stars	Suite 1800		Los Angeles	CA	90067	
Alliant Insurance Services, Inc 8377		Po Box 8377			Pasadena	CA	91109-8377	
ALM Holding		PO Box 334223			Dubai			United Arab Emirates
AlteraFlex		584 Commerce Ct	Ph (561)806-9111		Manteca	CA	95336	
Altran Magnetics LLC		1741 Industrial Drive	No. 14		Sterling	IL	61081	
Alyssa Perez		Address on File						
AMB Fund II Mosaic LLC		3353 Gateway Blvd			Fremont	CA	94538	
American Alternative Insurance Corporation		555 College Road East			Princeton	NJ	08540	

Exhibit D
Creditor Matrix Service List
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American Lamprecht		Po Box 776395			Chicago	IL	60677-6395	
Ameridrive		1802 Pittsburgh Avenue			Erie	PA	16502-1943	
Amphenol Automotive Connection Systems		Address on File						
Amphenol Technology (Zhuhai) Co., Ltd		No.63, Xinghan Road, Sanzao Town			Jinwan, Zhuhai		519040	China
AMPHENOL-TUCHEL ELECTRONICS GmbH		August-Haeusser-Str. 10			Heilbronn		D-74080	Germany
Ample Iberia S.L.		Calle Nanclares de Oca 1	BLQ B		Madrid	Madrid	28022	Spain
Ample Japan GK		100 Hooper Street	Suite 25		San Francisco	CA	94005	
Ample Texas EV, LLC		6711 Stella Link Rd.	Unit 402		Houston	TX	77005	
Ample, Inc.		100 Hooper Street	Suite 25		San Francisco	CA	94005	
AmWINS		221 Main St	Ste 580		San Francisco	CA	94105	
Amy Swanson		Address on File						
Ana Campos Rosales		Address on File						
Ana Gonzalez Rodriguez		Address on File						
Ana Rosales Campos		Address on File						
Andrew Kaiser		Address on File						
Andrew Perry		Address on File						
Andrew Wills		Address on File						
Andrew Zhangson		Address on File						
Angela Lee		Address on File						
Anish More		Address on File						
Anjali Shekhar		Address on File						
Ankit Srivastava		Address on File						
Anna Lukibanova		Address on File						
Anthem Blue Cross		P.O. Box 60007			Los Angeles	CA	95670	
Anthony Davis		Address on File						
Anthony Pena		Address on File						
Anthony Toro		Address on File						
Antony Jesuraj		Address on File						
Apollo Syndicate Management Ltd.		One Bishopsgate			London		EC2N 3AQ	United Kingdom
AppliedCAx		555 SE Martin Luther King Jr Blvd, Suite 105			Portland	OR	97214	
Applus DatapointLabs	Applus+ Laboratories, Barcelona - Headquarters	Campus UAB	Ronda de la Font del Carme, Bellatera		Barcelona			Spain
APPLUS IDIADA KARCO Engineering, LLC		9270 Holly Road			Adelanto	CA	92301	
Apurv Patil		Address on File						
AQA		Stag Hill House, Surrey			Guildford		GU2 7XJ	England
Arbin Instruments Inc.		762 Peach Creek Cut Off			College Station	TX	77845	
Arch Specialty Insurance Company		P.O. Box 542033			Omaha	NE	68154	
Arso Engineering		Carretera Celaya-Salvatierra KM. 12.5			Celaya	Guanajuato	38150	Mexico
Arun Parameshwaran		Address on File						
Ascot Specialty Insurance Company		1251 Ave of the Americas			New York	NY	10020	
Ashleigh Harpenau		Address on File						
Ashna Gupta		Address on File						
Ashutosh Ranjane		Address on File						

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Creditor Matrix Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Aspen American Insurance Company		285 Fulton St			New York	NY	10007	
Aspen Specialty Insurance Company		499 Washington Boulevard			Jersey City	NJ	07310	
AT&T		PO Box 5014			Carol Stream	IL	60197	
AT&T Bankruptcy Center		2270 Lakeside Blvd, 7th Floor			Richardson	TX	75082	
Atlassian		350 Bush Street Floor 13			San Francisco	CA	94104	
Atropos Inc.		Address on File						
August Steinmeyer GmbH & Co. KG		Riedstrasse 7			Albstadt		72458	Germany
Austin Mansilla		Address on File						
Auto Express Towing & Recovery LLC		270 Napoleon St			San Francisco	CA	94124	
AUTOMATIONDIRECT.COM, INC.		3505 Hutchinson Road			Cumming	GA	30040	
AUTOMATIONDIRECT.COM, INC.		PO Box 402417			Atlanta	GA	30384-2417	
Auxadi		C/ Nanclares de Oca, 1-B			Madrid		28022	Spain
Avalon Technologies Limited		Tpi Block, B7 & B8 First Main Road	MEPZ , TAMBARAM		Chennai	Tamil Nadu	600045	India
Avalon Technologies Limited		475 Horizon Dr			Suwanee	GA	30024	
AXIS Insurance Company		233 South Wacker Dr	Ste 4930		Chicago	IL	60606	
Aypa Power Aggregator LP		11801 Domain Blvd	Suite 525		Austin	TX	78758	
Azriel Samson		Address on File						
Banco Santander, S.A.		Address on File						
Banco Santander, S.A.		Av. de Cantabria s/n	28660 Boadilla del Monte		Madrid			Spain
Barrett McCarthy		Address on File						
Bart Buzanowski		Address on File						
Battery Hookup Inc.		1375B Adams Road			Bensalem	PA	19020	
Bay Advanced Technologies		8100 Central Avenue			Newark	CA	94560	
Bay Rubber Company		404 Pendelton Way			Oakland	CA	94621	
Beagle Ventures LLC		258 Buck Road			Stone Ridge	NY	12484	
BearCoda, LLC		3459 St Rose Pkwy	Ste #120-404		Henderson	NV	89052	
Bender		13014 Butler Crest Drive			Saint Louis	MO	63128	
Benjamin Brinkman		Address on File						
Benjamin Ryan		Address on File						
Berkley Professional Liability		757 Third Avenue	10th Floor		New York	NY	10017	
Big Bend 60 Investments LLC		Address on File						
Big Bend 60 Investments LLC		3401 Armstrong Ave			Dallas	TX	75205	
Bilal Khan		Address on File						
Bill.com		6220 America Center Drive, Suite 100			San Jose	CA	95002	
Billy Wong		Address on File						
Bin Shahrul Mohammad Song Rizal		Address on File						
Blovelight		No. 206, Bubu Gao Road., Jiangbei Wusha Community	Changan Town		Dongguan, Guangdong		523860	China
Blue-Seas Weaver		Address on File						
Bluewater Battery Logistics, LLC		Address on File						
BNP Paribas Securities Corp.		787 Seventh Ave			New York	NY	10019	
BOLAB Systems GmbH		Muhlstetten 3			Geislingen		72351	Germany

Exhibit D
Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Brandon Alvarez		Address on File						
Brandon Cox		Address on File						
Brett Schneider		Address on File						
Brett Schneider, individually, and on behalf of all others similarly situated	Carolyn Cottrell, Nathan Piller, & Frank White Jr.	Schneider Wallace Cottrell Kim LLP	2000 Powell St, Ste 1400		Emeryville	CA	94608	
Brett Schneider, individually, and on behalf of all others similarly situated	Jeremy Pasternak	Law Office of Jeremy Pasternak	100 Bush St, Ste 1580		San Francisco	CA	94104	
Brian Kaminskey		Address on File						
Brisbane Chamber of Commerce		50 Park Pl			Brisbane	CA	94005	
Broad Spectrum Ins Svcs		1000 Brannan St	Ste 203		San Francisco	CA	94103	
Broad Spectrum Insurance Services		1000 Brannan Street, Suite 203			San Francisco	CA	94103	
Butternut Tree LLC		7901 4th St N	Suite 21059		St. Petersburg	FL	33702	
C.C.P. Contact Probes Co.,Ltd		5F., No.8 Lane 24, Heping Road, Banqiao Dist.			New Taipei City		220	Taiwan
Caleb Tseng-Tham		Address on File						
California Department of Tax and Fee Administration		455 Market Street, Suite 620			San Francisco	CA	94105	
California Energy Commission		715 P St	Ms-18		Sacramento	CA	95814	
California Environmental Protection Agency	Headquarters Building	1001 I Street	P.O. Box 2815		Sacramento	CA	95814	
Calpack Crating		4700 Horner St Suite B			Union City	CA	94587	
Cameron Scari		Address on File						
Carbon, Inc.	Attn Amber Roberson	1089 Mills Way			Redwood City	CA	94063	
Carlos Nicolas Rodolfo		Address on File						
Carta, Inc.		333 Bush St	Ste 2300		San Francisco	CA	94104	
Cartographic		Av. del hierro 18 y 24, Parque Industrial CIMEG			El Salto	Jalisco	45680	Mexico
Carvana		300 E Rio Salado Pkwy Bldg. 1			Tempe	AZ	85281	
CellBlock FCS, LLC		261 Maverick St			Boston	MA	02128	
CelLink		610 Quarry Road			San Carlos	CA	94070	
Century 3D		1ra. Cerrada de Xola #32 Col. del Valle Norte	Benito Juarez		Mexico City		03103	Mexico
Chan Sung Cho		Address on File						
Charles Aboke		Address on File						
Charles Aboke		Address on File						
Charter Brokerage LLC		22762 Westheimer Parkway	Suite 530		Katy	TX	77494	
Chengqi Wang		Address on File						
Chris Choi		Address on File						
Christian Egenfeldt		Address on File						
Christian Tae		Address on File						
Christine Lange		Address on File						
Christopher Kuhi		Address on File						
Christopher Tseng		Address on File						
Chun Tao		Address on File						
Chung Cheuk Lai		Address on File						
Cigna	c/o Marylou Rice, Legal Compliance Lead Analyst	900 Cottage Grove Road, B6LPA			Hartford	CT	06152	
Citizens Bank N.A.	Attn Cameron Clifford	772 Boylston Street			Boston	MA	02199	

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City & County of San Francisco Office of the Treasurer & Tax Collector		1 Dr Carlton B Goodlett Place	Rm 190		San Francisco	CA	94102	
City of Alameda	Ross McCarthy, Finance Director	Alameda City Hall	2263 Santa Clara Avenue, Room 220		Alameda	CA	94501	
City of Brisbane Business Support Center		8839 N. Cedar Ave	#212		Fresno	CA	93720	
City of Fairfield		1000 Webster Street			Fairfield	CA	94533	
City of Kirkland	City Hall	123 5th Ave			Kirkland	WA	98033	
Civilization Ventures 415 Investments Ample L.P.	Attn Shahram Seyedin-Noor	Address on File						
Civilization Ventures 415 Investments Ample L.P.		595 Pacific Ave	4th Floor		San Francisco	CA	94133	
Civilization Ventures II LP	Attn Shahram Seyedin-Noor	Address on File						
Civilization Ventures II LP		595 Pacific Ave	4th Floor		San Francisco	CA	94133	
CKC Laboratories, Inc.		5046 Sierra Pines Drive			Mariposa	CA	95338	
Claudia Clement		Address on File						
Clay Chidester		Address on File						
Clifton Buckley		Address on File						
Cobbs Allen Capital, LLC		250 Filmore St	Ste 150		Denver	CO	80206	
Coblentz Patch Duffy & Bass LLP	Attn Alan Gennis, Esq.	One Montgomery St	Suite 3000		San Francisco	CA	94104	
Colin McCormick	Attn Colin McCormick	Address on File						
Comcast		PO Box 60533			City of Industry	CA	91716	
Conexwest- (Bison Group Inc)		17100 South Harlan Road			Lathrop	CA	95330	
Conner McEldowney		Address on File						
Conner McEldowney		Address on File						
Cooley LLP		3 Embarcadero Center	20th Floor		San Francisco	CA	94111-4004	
Cooper Copland		Address on File						
Cordelia Industrial 1, LP	Attn Michael Jaeger	1 Blackfield Dr #101			Tiburon	CA	94920	
Corey Whitfield		Address on File						
Costal Corporation		Coastal One, Plot No.1, Balaji Nagar, Door No. 8-1-5/4 3rd & 4th Floor	Siripuram, Visakhapatnam		Andhra Prades		530003	India
Cox Automotive Vehicle Acquisition Services, Inc		6205A Peachtree Dunwoody Road	3rd Floor		Atlanta	GA	30328	
CPC		97 SIHEUNG-DAERO	#23-209		Seoul, Geumcheon-ku		8639	Korea
Crane Tech Inc.		2585 Nicholson St			San Leandro	CA	94577	
CSA America Testing & Certification LLC		8501/8801 East Pleasant Valley Road			Cleveland	OH	44131-5575	
CSC		251 Little Falls Drive			Wilmington	DE	19808-1674	
Cuong Tran		Address on File						
CV Resources		5291 California Ave #310			Irvine	CA	92617	
CVR Buyer LLC		5291 California Avenue			Irvine	CA	92617	
CZS Property Management, LLC		211 South Hill Drive, 2Nd Floor	Floor 2		Brisbane	CA	94005	
Daedalus Lift & Access Equipments Private Limited		Gat No. 390, Dehu - Alandi Rd,			Maharashtra		411062	India
Daimler Truck Financial Services Asia. Co. Ltd		Izumi Garden Tower	1-6-1 Roppongi		Tokyo	Minato	106-6090	Japan
Dang Cu Khoa Cao		Address on File						
Daniel Riad		Address on File						

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Daniel Zivney		Address on File						
David Hoyt		Address on File						
DC Office of Tax and Revenue		PO Box 96166			Washington	DC	20090	
DCT Valley Drive CA LP	Prologis	680 N. McCarthy Blvd	Suite 100		Milpitas	CA	95035	
Derek Wong-Yee		Address on File						
Derick Prentice		Address on File						
DeWarren Jefferson		Address on File						
Dhyey Lalseta		Address on File						
Diana Aranda		Address on File						
Disruptive Innovation Fund, L.P.	c/o Rose Park Advisors, LLC	Address on File						
DO RFID TAG smart information technology CO,.LTD		#610, Weilaishijie, Nancheng District			Dongguan City, Guangdong Province			China
Dominick Martin		Address on File						
DONALDSON COMPANY INC		1400 WEST 94TH STREET			BLOOMINGTON	MN	55431	
Donaldson Company, Inc.		1400 West 94th Street			Minneapolis	MN	55431	
Dongguan City Yuhuang Electronics Technology Co.,LTD.		Address on File						
Dongguan PUW EPTFE Material Co., Ltd.		Xinfeng Road No.1, Mowu industrial area, Wanjiang district			Dongguan City, Guangdong Province			China
DoorDash Essentials LLC		303 2nd Street	South Tower, Ste 800		San Francisco	CA	94107	
Dreamwork International Investments Ltd.		Address on File						
Drive Sally LLC		2359 Borden Ave			Long Island City	NY	11101	
E and M		126 Mill Street			Healdsburg	CA	95448	
E.Go Mobile Se		LilienthalstraAYe 1			Aachen		52068	Germany
Eagle Protective Services	Private Security Services	156 South Spruce Ave, Suite 208-B			South San Francisco	CA	94080	
EAN SERVICES LLC	BANKRUPTCY	PO BOX 402383			ATLANTA	GA	30384-2383	
EAN SERVICES, LLC	MARY BUSHYHEAD	14002 E 21ST ST SUITE 1500			TULSA	OK	74134	
EAST BAY MOTORS LLC		2569 Castro Valley Blvd			Castro Valley	CA	94546	
EcoVerse Solutions		250 Benton Ct.			Walnut	CA	91789	
Edson Campos		Address on File						
Eduardo Ramos		Address on File						
Edward Scarsella		Address on File						
EEI Fund 4 Investment Limited Partnership		5-11-1-201 Higashigotanda			Tokyo	Shinagawa	141-0022	Japan
Egicon USA, Inc.		401 N Michigan Ave AE 1720			Chicago	IL	60611	
Eleanor OCallaghan		Address on File						
Electronic Circulation Center		2660 Vista Pacific Drive			Oceanside	CA	92056	
Elektrobit Automotive Americas Inc.		18911 North Creek Parkway	Ste 100		Bothell	WA	98011	
Element Materials Technology		27485 George Merrelli Drive			Warren	MI	48092-2709	
Element Materials Technology Detroit LLC		9987 Carver Rd Suite 400			Blue Ash	OH	45242	
Ellsworth Adhesives & Dispensing Solution		W129 N10825 Washington Drive			Germantown	WI	53022	
Emily Kind		Address on File						
EMIS Solutions Pvt. Ltd.		No. 237 A-5, Hosur Road			Bommasandra Industrial Area	Bangalore	560099	India
ENEOS Holdings		1-1-2	Otemachi		Tokyo	Chiyoda-ku	100-8162	Japan

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Creditor Matrix Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ENEOS Innovation Partners Godo Kaisha	c/o ENEOS Holdings, Inc.	Address on File						
Enterprise Rent-A-Car-Enterprise Holdings Inc		Po Box 840173			Kansas City	MO	64184-0173	
Environmental Protection Agency		75 Hawthorne Street			San Francisco	CA	94105	
Eric Delgado		Address on File						
Eric Miller		Address on File						
Eric Miller		Address on File						
Eric Mitchell		Address on File						
Eric Sorensen		Address on File						
Erica Duran		Address on File						
Erick Tinoco-Ontiveros		Address on File						
Erid Pineda		Address on File						
Erique-Joseph Gigante		Address on File						
Ernesto Juan Nanni Vega		Address on File						
Ernesto Mojica		Address on File						
ESPEC North America, Inc		4141 Central Parkway			Hudsonville	MI	49426	
Evan Lemson		Address on File						
EVE Energy North America Corporation		22 Village Pointe Drive			Powell	OH	43065	
Evergreen IT Solutions		37390 Centralmont Pl			Fremont	CA	94536	
FABRI-TECH COMPONENTS, INC.		576 Sycamore Drive			Milpitas	CA	95035	
Fan Qi Wang		Address on File						
Fastenal Co		2001 Theurer Blvd			Winona	MN	55987	
Fastenal Company		2001 Theurer Blvd			Winona	MN	55987	
Fathom		1050 Walnut Ridge Drive			Hartland	WI	53029	
FCA US LLC	Attn General Counsel	1000 Chrysler Dr			Auburn Hills	MI	48326	
FedEx		942 South Shady Grove Road			Memphis	TN	38120	
Feltis And Feltis		67 Grand St			Redwood City	CA	94062	
Ferre Baztan		Address on File						
Firemans Fund Indemnity Corporation		247 East Front St			Trenton	NJ	08611	
First Insurance Funding		450 Skokie Boulevard			Northbrook	IL	60062	
First Republic Bank	Commercial Loan Servicing	111 Pine St			San Francisco	CA	94111	
Fishel Law Group		602 Sawyer	Suite 400		Houston	TX	77096	
Flexport		760 Market Street	8th Floor		San Francisco	CA	94102	
Foley & Lardner LLP		500 Woodward Ave, Ste 2700			Detroit	MI	48226	
Forge Architecture		500 Montgomery Street	Suite 2		San Francisco	CA	94111	
Formagrid Inc dba Airtable		799 Market St	Fl 8		San Francisco	CA	94103	
Fortegra Specialty Insurance Company		10751 Deerwood Park Blvd	Ste 200		Jacksonville	FL	32256	
Francisco Resendes		Address on File						
Franklin Moving Services LLC		Address on File						
Frederick Kellogg		Address on File						
Free2move Iberia S.A.U.		Calle Doctor Esquerdo	62		Madrid		28007	Spain
Free2move SAS		45 rue de la Chaussee dAntin			Paris		75009	France
Frontline Electrical Services		3195 Park Road			Benicia	CA	94510	
Future Electronics	Diane Svendson	41 - Main Street			Bolton	MA	01740	
Future Electronics	Dina Stefanopoulos	16711 Trans Canada			Kirkland	QC	H9H 3L1	
Future Electronics	Dina Stefanopoulos	16711 Trans Canada			Kirkland	QC	H9H 3L1	Canada

Exhibit D
Creditor Matrix Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Future Electronics		Po Box 201404			Dallas	TX	75320	
Gabriel Castillo		Address on File						
Gabriel Clarence		Address on File						
Garrett Remes		Address on File						
GearPower Motor		Address on File						
Gemini Insurance Company		475 Steamboat Rd			Greenwich	CT	06830	
Genesis Building Services, Inc		24 East 4Th Avenue			San Mateo	CA	94401	
Genevieve Love		Address on File						
Gerard Michael		Address on File						
Getzler Henrich & Associates		295 Madison Ave	20th Floor		New York	NY	10023	
Gia Abele		Address on File						
Gibson Manufacturing		917 South Airport Way			Manteca	CA	95337	
Giovanni Catalan		Address on File						
Gopal Hrishikesh Tawade		Address on File						
Gordian Group, LLC	Liam Ahearn	950 Third Avenue, 17th Floor			New York	NY	10022	
Gordon Dere		Address on File						
GP Reeves, Inc.		4551 Holland Ave			Holland	MI	49424	
GPlusMedia		Sotokanda S Bldg. 4F	5-2-1 Sotokanda		Chlyoda-ku	Tokyo	101-0021	Japan
Greenhouse Software, Inc.		18 W 18th St, Fl 9			New York	NY	10011	
Guangdong Senxin Metal Products Co.,Ltd.		8 Zhonghe Rd, Bai Yun Qu	Guang Zhou Shi		Guang Dong Sheng		510540	China
Guardian		10 Hudson Yards			New York	NY	10001	
Hakan Peksen		Address on File						
Hamid Nazeri		Address on File						
Hamid Nazeri		Address on File						
Hamid Schricker		Address on File						
Hamid Schricker		Address on File						
Hammerhead Material Handling		1392 East Deere Avenue	#220		Santa Ana	CA	92705	
Harleen Sohal		Address on File						
Harrington Industrial Plastics		14480 Yorba Ave			Chino	CA	91710	
Harsh Jain		Address on File						
Hashmatullah Haidari		Address on File						
HAWK ELECTRONICS INC		1090 Johnson Dr			Buffalo Grove	IL	60089	
Hector Martinon		Address on File						
Hector Trevino		Address on File						
Helena Monge		Address on File						
HEMI VENTURES FUND I, L.P.		Address on File						
Henry Smith		Address on File						
Henry Vennard		Address on File						
Herc Rentals		435 S Van Ness Ave			San Francisco	CA	94103	
Hibiscus 10 LLC	Attn Sebastian Calabro	Address on File						
Hibiscus 10 LLC	c/o Seb Calabro	Address on File						
Hino Motors Ltd.	Attn Kazuo Hayami	1-1 Hinodai 3-chrome			Tokyo	Hino-shi	191-0003	Japan
Hitachi Global Air Power		North America Operations	1 Sullair Way		Michigan City	IN	46360	
Hitech Circuits		3F, Bldg B5, Zhimeihuizhi Industrial Park, Fuyong, Baoae An Dist			Shenzhen	GuangDong	518103	China
Hochiki America Corporation		7051 Village Dr			Buena Park	CA	90621	
Hochiki Europe		Grosvenor Road, Gillingham Business Park			Gillingham		ME8 0SA	United Kingdom
Hone Venture Fund II, L.P.	c/o CSC Group	Address on File						
Hone Venture Fund II, L.P.		48 Wall Street	11th Floor		New York	NY	10005	

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Creditor Matrix Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Hong Wai Tsang		Address on File						
HUIZHOU GREETECH ELECTRONICS CO.,LTD (UnionWell Switch)		No.9 Park Avenue, Longmen			Huizhou	Guangdong	516800	China
Ibrahim Hallaj		Address on File						
ifm efector Inc.		1100 Atwater Dr			Malvern	PA	19355	
Igus, Inc.		Po Box 14349			East Providence	RI	02914	
Infinita Lab Inc.		39899 Balentine Drive Suite 200			Newark	CA	94560	
Insight Direct USA, Inc		2701 East Insight Way			Chandler	AZ	85286	
Intercom Inc		55 Second St, Suite 400			San Francisco	CA	94105	
Internal Revenue Serivce		450 Golden Gate Ave.			San Francisco	CA	94102	
International Bond & Marine Brokerage, LTD.		44 Whippany Road	Suite 109		Morristown	NJ	07960	
Intertek Testing Services N.A Inc		Po Box 405176			Atlanta	GA	30384	
Intrinsic Law Corp.		12 Gill Street, Suite 1900			Woburn	MA	01801	
Inversiones Cielo Alto Corp.		Address on File						
Inversiones El Monasterio Corp.		Address on File						
iPCB		4F, Bozhi Center Building	Chentian Industry Zone, Xixiang Town		Shenzhen, Baoan District			China
Iryna Kruk		Address on File						
Isaiah Wright-Pleasant		Address on File						
J&A GARRIGUES S.L.P.		Plaza de Colon, 2			Madrid		28046	Spain
JAB Group, Inc.		261 Manitoba Grn			Fremont	CA	94538	
Jahel Santos		37390 Centralmont Pl			Fremont	CA	94536	
Jakari ONeal		Address on File						
Jake Daniels		Address on File						
James Dodge		Address on File						
James McIntyre		Address on File						
James Sasnett		Address on File						
Jamie McMackin		Address on File						
Jan Arriola		Address on File						
Jan Sudra		Address on File						
Janelle MacAya		Address on File						
Jarrell Ivy		Address on File						
Jason Bermudez		Address on File						
JBM Building Maintenance, Inc.		5602 Edgerly St			Oakland	CA	94621	
Jenna Perez		Address on File						
Jenna Perez		Address on File						
Jeremy Isip		Address on File						
Jeriza Ayson		Address on File						
Jerry I. Speyer		Address on File						
Jessica Ling		Address on File						
Jimmy Tam		Address on File						
Jinan Zhuoxing Intelligent Technology Co., Ltd.		C-501, Kehui Building, Shunhua Road, High Tech Zone			Jinan	Shandong	262500	China
Jing Pang		Address on File						
JL Albano Consulting		32737 Artistry Loop			Union City	CA	94587	
Joel Ramos		Address on File						
John Abele		Address on File						
John de Souza		Address on File						
John Louie		Address on File						

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Jonah Shapiro		Address on File						
Jones Lang LaSalle Brokerage, Inc.		Aon Center 200 East Randolph Drive			Chicago	IL	60601	
Jordan Goldbloom		Address on File						
Jorge Alberto Rodriguez Garcia		Address on File						
Jorge Lopez Calle		Address on File						
Jose Figueroa-Delgado		Address on File						
Joseph Cunat		Address on File						
Joseph Gleberman		Address on File						
JP Morgan Chase		P O Box 182051			Columbus	OH	43218	
Juan Ernesto Vega Nanni		Address on File						
Juan Irarrazaval Spiniak		Address on File						
Justin Dallas		Address on File						
Kaier Wo Prototyping Co., Ltd		No.3, 6th Industrial Zone, Mashantou Community	Gongming Street, Guangming new District		Shenzhen		518106	China
Kaiser Permanente		1 Kaiser Plz 19th Floor			Oakland	CA	94612	
Kalil Hernandez-Santos		Address on File						
Kanchana Aarumugamangalam		Address on File						
Kanden E-House Co, Ltd.		3F Aqua Dojima NBF Tower, 1-4-16 Dojimahama			Kita-ku	Osaka	530-0004	Japan
Karbone Energy LLC		675 Third Ave	31st Floor		New York	NY	10017	
Karla Tellez		Address on File						
Karthik Somasundaram		Address on File						
Karuppiah Karuppiah		Address on File						
Kat Taylor Revocable Trust Taylor	Attn Kat Taylor	Address on File						
KCC/Verita Global, LLC		222 N. Pacific Coast Highway	3rd Floor		El Segundo	CA	90245	
Keith Jackson		Address on File						
Keith Thomas		Address on File						
Keith Thomas		Address on File						
Kenji Bowers		Address on File						
Kenji Bowers		Address on File						
Kenji Niwa		Address on File						
Kenneth Jimenez		Address on File						
Khaled Hassounah		Address on File						
Kilroy Realty Corporation		12200 West Olympic Blvd	Suite 200		Los Angeles	CA	90064	
Kimberly Rosenberg		Address on File						
Kimco Realty Corporation-Stevens Creek Blvd		P.O. Box 30344			Tampa	FL	33630	
Kimley-Horn and Associates, Inc.		421 Fayetteville St, Suite 600			Raleigh	NC	27601	
Kinan Rabbat		Address on File						
Kinjal Dedhia		Address on File						
Kisi		45 Main St.			Brooklyn	NY	11201	
Kory McKiou		Address on File						
KR 100 Hooper LLC	Kilroy Realty Corporation	12200 West Olympic Blvd	Suite 200		Los Angeles	CA	90064	
Kraus Investment Partners LLC		Address on File						
Kuka Robotics Corporation		6600 Center Drive			Sterling Heights	MI	48312	
Kunshan Huaqiao Town Torsion Machinery Equipment Business Department	Zhang Pan	1-1-805, WorkshopII, No.8 Tanhu 1st Road	Canglong Island	Jiangxia District	Wuhan City, Hubei Province		430205	China
Kuo Greg		Address on File						

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Kyle Criley		Address on File						
Kyle Labaro		Address on File						
Lac Lieu		Address on File						
Laike Mohammad		Address on File						
Landmark American Insurance Company		945 East Paces Ferry Road NE	Ste 1800		Atlanta	GA	30326	
Law Offices of Jeremy Paternak		100 Bush St., Suite 1580			San Francisco	CA	94104	
Law Offices of William H. Hatcher		114 Pierre St			Santa Rosa	CA	95404	
Lawrence Chang		Address on File						
LEIGU TECH		ChangKeGuoJi 505, Road No.1	China South City		Shenzhen	Guangdong	518000	China
Levi Tillemann-Dick		Address on File						
Lexon Insurance Company	c/o Sompo International Holdings Ltd.	Waterloo House, 100 Pitts Bay Road			Pembroke		HM 08	Bermuda
LG Energy Solution		Tower1, Parc1, 108, Yeouidae-Ro			Seoul, Yeongdeungpo-gu			South Korea
Lindsay Stone		Address on File						
Lishui City Yongrun Precision Machinery Co., Ltd		No. 6 Fengling Street, Economic Development Zone			Lishui	Zhejiang	323000	China
Locked in Fire & Engineering		25 Crescent Dr #A138			Pleasant Hill	CA	94523	
Lockton Companies, LLC		1600 Market Street	Suite 3400		Philadelphia	PA	19103	
Lou Shrinkle		Address on File						
Luco Pedicone		Address on File						
LUIS A CABALLERO- B & A Towing		Address on File						
Luke Wilson		Address on File						
Luz Aguayo		Address on File						
Mactech Corporation	Attn Wenpin Kuo	No 89, Lane 36, Sec. 2 Tanxing Rd	Tanzi District		Taichung City		427	Taiwan
MacTech Corporation		N0.89, Lane 36, Sec. 2, Tanshin Rd, Tanzi Dist.			Taichung City			Taiwan
Makipos Electronics Co., Ltd		Intracom 2 Tower, No. 33 Cau Dien Street	Phuc Dien	Bac Tu Liem	Bac Tu Liem			Vietnam
Maleny Sanchez		Address on File						
Manish Nimeet Doshi		Address on File						
Manuel Fernandez Cereijido		Address on File						
Marc Swanson		Address on File						
Marchesi Light Alloy		45713 Zacoalco de Torres			Jalisco			Mexico
MARCHESI LIGHT ALLOY		9300 Metcalf Avenue			Overland Park	KS	66212	
Mariaelena Orrantia		Address on File						
Marianella Causo Cateriano		Address on File						
Maricela Santo Guerrero		Address on File						
Mark Ibrahim		Address on File						
Marqose Saephan		Address on File						
Marti Ann Meyerson EDS Trust	Attn Marti Meyerson	Address on File						
Martin Rich Espiritu		Address on File						
Matthew Gough		Address on File						
Matthew Gough		Address on File						
Matthew McGovern		Address on File						
Matthew McGovern		Address on File						
Matthew Regidor		Address on File						
Matthew Sbarra		Address on File						

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Matthew Wimmer		Address on File						
Maxim Integrated Products Inc.		160 Rio Robles			San Jose	CA	95134	
Maxim Zolotarev		Address on File						
Maya Padmalayam		Address on File						
Maya Padmalayam		Address on File						
McMaster-Carr Supply		9630 Norwalk Blvd			Santa Fe Springs	CA	90670	
McMaster-Carr Supply Co		9630 Norwalk Blvd			Santa Fe Springs	CA	90670	
McMaster-Carr Supply Co		PO Box 7690			Chicago	IL	60680	
Meadville Technologies Company Limited		2 On Yiu Street, Metropole Square	Room 1-6, 17-19, 19/F		Shatin, New Territories	Hong Kong		China
Mecatronic		Address on File						
Mega Clean LLC		1222 Harrison St, 2321			San Francisco	CA	94103	
Meinhardt Japan Inc.	c/o Meindhardt Group	Address on File						
Melissa Anies		Address on File						
Mercury		555 W Imperial Hwy			Brea	CA	92821	
Merit Assembly		5120 Mowry Ave			Fremont	CA	94538	
Mervyn-Jeromme Castillo		Address on File						
Metro Elevator Northern California, Inc.		125 Mason Cir.	Suite E		Concord	CA	94520	
MGA Research Corporation	Susan Stone	12790 Main Road			Akron	NY	14001	
MGA Research Corporation		Box 689916			Chicago	IL	60695	
Michael Jeung		Address on File						
Michael Schmelzer		Address on File						
Micrometals		5616 East La Palma Ave			Anaheim	CA	92807	
Miguel Conde		Address on File						
Ming Wai Tsang		Address on File						
MingChing Industrial Co., ltd		Dongsen Building, Nanlian, Longgang District	RM13A07-08		Shenzhen City, Guangdong Province		518116	China
MiniTec Automation, LLC-DBA Flotronics Inc		7214 Gateway Park Dr.			Clarkston	MI	48346	
MiniTec Framing Systems, LLC		5602 County Road 41			Farmington	NY	14425	
Misa Haring		Address on File						
misumi		26797 Network Place			Chicago	IL	60673	
Mitchell Williams		Address on File						
Mitsubishi Corporation		1-21, Shibaura 3-chrome	Minato-ku		Tokyo		108-8410	Japan
Mitsubishi Fuso Truck and Bus Corporation		10 Ohkura-cho	Nakahara-ku		Kawasaki	Kanagawa	211-8522	Japan
Mitsubishi Motors Corporation	Attn Kimio Yatabe	1-21, Shibaura 3-chrome	Minato-ku		Tokyo		108-8410	Japan
MKB Partners Fund II International, Limited Partnership		1 Place Ville Marie	Suite 3670		Montreal	QC	H3B 3P2	Canada
MKB Partners Fund II, Limited Partnership		1 Place Ville Marie	Suite 3670		Montreal	QC	H3B 3P2	Canada
Mohamed Eissa		Address on File						
Mohamed Elzaki		Address on File						
Mohammad Seyed Razavi		Address on File						
Monish Sunku Prabhakar		Address on File						
Monkeybrains		933 Treat Ave			San Francisco	CA	94110	
Moore Strategic Ventures, LLC		11 Times Square	38th Floor		New York	NY	10036	
More Anish		Address on File						
Motif Engineers PVT. LTD.		Plot No. 390 Road No 9	Ahmedabad		Gujarat		382415	India
Mountz Inc		1080 North 11Th Street			San Jose	CA	95112	

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Mutual of Omaha		3300 Mutual of Omaha Plaza			Omaha	NE	68175	
MyHeatSinks, Inc.		PO Box 2187			Livermore	CA	94551-2187	
NASA ELECTRONICS		1970 NW 129th Ave Ste 108			Miami	FL	33182-2399	
Nathan Tang		Address on File						
New Ground Ventures II, LP		855 El Camino Real	Ste. 13A-348		Palo Alto	CA	94301	
New Hampshire Department of Revenue Administration		PO Box 1265			Concord	NH	03302	
Newland Ventures		230 Park Avenue Floor 10			New York	NY	10169	
Newstart Motion		#988 EAST TONGFENG RD.			KUNSHAN		215300	CHINA
NGV Co-Investment Fund, LP		855 El Camino Real	Ste. 13A-348		Palo Alto	CA	94301	
Niamatullah Shams		Address on File						
Nicholas Geddes		Address on File						
Nikhil Raina		Address on File						
NINGBO CHAOYUE NEW MATERIAL TECHNOLOGY CO., LTD		No.10 Chuangxin Road	Xiao Caoe Town	Ningbo	Zhejiang			China
Nishad Kelkar		Address on File						
NL Holding Company, LLC-G & N PRODUCE Nam Lam		375 3Rd St			Oakland	CA	94607	
Nolan Ramirez		Address on File						
NOR-CAL SUPPLY COMPANY, INC.		840 Doolittle Drive			San Leandro	CA	94577	
NORD GEAR CORPORATION		Nord Gear Corporation	29287 Network Place		Chicago	IL	60673-1292	
Norman Kwong		Address on File						
Oak Road Investment Partners LLC		3470 Mt. Diablo Blvd.	Suite A-205		Lafayette	CA	94549	
Omar Mohamed Elzaki		Address on File						
Opus Packaging		Dept. 6078	P.O. Box 30516		Lansing	MI	48909-8016	
Orhan Baran		Address on File						
Ozen Engineering, Inc.		1210 E Arques Ave #207			Sunnyvale	CA	94085	
Pacific International Bearing Sales, Inc (PIB)		33258 Central Ave			Union City	CA	94587	
Pans Junction Investments, LLC		301 Brentwood Ave			San Francisco	CA	94127	
Paola Anjeli Alvarez Estrada		Address on File						
Paolo Pier Masutto		Address on File						
Paragon Brokers		27 Reid St			Hamilton	HM	11	Bermuda
Paymon Shariat-Panahi		Address on File						
Pete Ort		Address on File						
Peter Wong		Address on File						
PG&E		2075 Woodside Rd			Redwood City	CA	94061	
Phobal 1 LLC	Attn David Kirschner	Address on File						
Phobal 1 LLC	c/o Corporate Creations Network Inc.	Address on File						
Phobal 2 LLC	Attn David Kirschner	Address on File						
Phobal 2 LLC	c/o Corporate Creations Network Inc.	Address on File						
Pierre Montet		Address on File						
Pillsbury Winthrop Shaw Pittman LLP		609 Main Street	Suite 2000		Houston	TX	77002	
Pixma Holdings Ltd		Kirchstrasse 39 940			Vaduz			Liechtenstein
PORTAINER.IO LTD		Po Box 317112	Hobsonville		Auckland		0664	New Zealand
Prakash Ravikumar		Address on File						

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Pramod Vipraja Patil		Address on File						
Prateek Alat		Address on File						
Pratik Jadhav		Address on File						
Prerna Sarkar		Address on File						
Prima Operaciones		Av. Paseo de la Reforma 560	OF-1005		Ciudad de Mexico (Miguel Hidalgo)		11000	Mexico
Prologis L.P.		1800 Wazee St			Denver	CO	80202	
Prologis Targeted U.S. Logistics Fund LP (AMB Fund III Mosaic, LLC		1800 Wazee St			Denver	CO	80202	
Prologis, Inc.		1800 Wazee St	Ste 500		Denver	CO	80202	
Promat Inc.		1731 Fred Lawson Dr			Maryville	TN	37801	
Promevo Holdings Inc		1720 Wildcat Blvd S, Ste 200			Burlington	KY	41005	
Provigil		PO Box 677107			Dallas	TX	75267	
PSA Automobiles S.A.		Calle Eduardo Barreiros	110 - KM 7 28041		Madrid			Spain
PT Heatsink		2033 Gateway Place	Suite 500		San Jose	CA	95110	
PTT Public Company Limited		Address on File						
Putnam Automotive, Inc.		3 California Dr			Burlingame	CA	94010	
Qingdao Huarui Hardware Products Co., Ltd.	Da Xin Zhen Nan Wang	Jia Zhuang Cun	Jimo District		Qingdao	Shandong		China
Qingdao Huarui Hardware Products Co., Ltd.		South Wangjiazhuang Village, Daxin Town, Jimo			Qingdao	Shandong	266229	China
Qingdao Huarui Hardware Products Co., Ltd.		Wanli International Plaza, Building A	Room 1309		Jimo, Qingdao			China
QMN - Zhongshan MingRuo Metal Products Co., LTD		No.169, Fourth Qianjin Road, Tanzhou Town			Zhongshan City			China
Quanta Laboratories		3199 De La Cruz Blvd			Santa Clara	CA	95054	
Quinn Purificato		Address on File						
Raghunandan Maram		Address on File						
Rahman Abid Kodakkadan		Address on File						
Raymond Leasing Corporation		22 South Canal Street			Greene	NY	13778	
Recology Sunset Scavenger		250 Executive Park Boulevard	Ste 2100		San Francisco	CA	94134	
Redwood Materials, Inc.	Attn Colin Campbell	2800 Lockheed Way			Carson City	NV	89706	
Reliance Trust Company		110 Abernathy Road	Suite 400		Atlanta	GA	30328	
Rene Del Toro		Address on File						
Repsol Energy Ventures S.A.U.	Gema Garcia Gonz alez	Calle de Mendez Alvaro 44			Madrid		28045	Spain
Repsol Energy Ventures, S.A.		Mendex Alvaro 44			Madrid		28042	Spain
Republic Services		2901 Industrial Ct			Fairfield	CA	94533	
Reuben, Junius & Rose, LLP		One Bush St, Suite 600			San Francisco	CA	94104	
Rhonda Giannini		Address on File						
Richard Li		Address on File						
Riveron Consulting, LLC		2515 Mckinney Ave			Dallas	TX	75201	
RJMS Corporation		6999 Southfront Rd			Livermore	CA	94551	
Roanoke Insurance Group Inc		1501 E. Woodfield Rd	Suite 400W		Schaumburg	IL	60173	
Roanoke Trade Services Inc		100 W. Broadway	Suite 510		Long Beach	CA	90802	
Rob Hovland		Address on File						
Robert Hovland		Address on File						
Robert Linck		Address on File						
Robert Pouard		Address on File						
Robert Rehberg		Address on File						

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Robert Todd Lincoln, Charles Schwab & Co. Inc., Cust IRA Rollover		Address on File						
Robin Neustein		Address on File						
Rodrigo Garcia Linares		Address on File						
Rohit Rawat		Address on File						
Rotem Berger		Address on File						
RSM US LLP		5155 Paysphere Circle			Chicago	IL	60674-0051	
RT Specialty - Chicago		500 W Monroe	30th Floor		Chicago	IL	60661	
Ryan Devine		Address on File						
Ryan Waterman		Address on File						
Sa Martinez		Address on File						
Sabrina Ohanian		Address on File						
SABRINA OHANIAN, HENRY SMITH, and MARICELA GUERRERO SANTO on behalf of themselves and all other persons similarly situated	Jahan Sagafi	Outten & Golden LLP	One California St, 12th Fl		San Francisco	CA	94111	
SABRINA OHANIAN, HENRY SMITH, and MARICELA GUERRERO SANTO on behalf of themselves and all other persons similarly situated	Mary Olsen, M. Vance McCrary	The Gardner Firm, P.C.	182 St. Francis St, Ste 103		Mobile	AL	36602	
SABRINA OHANIAN, HENRY SMITH, and MARICELA GUERRERO SANTO on behalf of themselves and all other persons similarly situated	Stuart Miller	Lankenau & Miller LLP	100 Nassau St, 8th Fl		New York	NY	10007	
Saideep Vollala		Address on File						
Samba TV		118 King St			San Francisco	CA	94107	
San Francisco City Option		Po Box 7720			San Francisco	CA	94120	
San Francisco Public Utilities		525 Golden Gate Ave	SFPUC Headquarters		San Francisco	CA	94102	
San Mateo County Assessor		555 County Center	1st Floor		Redwood City	CA	94063	
San Mateo County Tax Collector		Po Box 45901			San Francisco	CA	94145	
Sanjeev Mehra Irrevocable Gift Trust		Address on File						
SAP Concur		Address on File						
Sarderval Spain S.L.U		Calle Luis I	54		Madrid		28031	Spain
Saroj Shrestha		Address on File						
Savino Del Bene USA Inc	Attn Andrew R. Spector	c/o Spector Rubin, P.A.	3250 Mary Street, Suite 405		Miami	FL	33133	
Savino Del Bene USA Inc	Attn Troy Geisser	c/o Spector Rubin, P.A.	11 Broadway, Suite 615		New York	NY	10004	
SAVINO DEL BENE USA INC	c/o Robert Borak	Spector Rubin, P.A.	3250 Mary Street	Suite 405	Miami	FL	33133	
SAVINO DEL BENE USA INC		34 Englehard Ave			Avenel	NJ	07001	
Savino del Bene USA Inc.	Lima Zawaideh	Savino del Bene USA- San Francisco	400 Oysterpoint Blvd Suite 112		San Francisco	CA	94080	
Savino del Bene USA Inc.	Robin Scott	34 Englehard Ave			Avenel	NJ	07001	
Schneider Wallace Cottrell Kim LLP		2000 Powell St	Suite 1400		Emeryville	CA	94608	
Scott Haessly		Address on File						
Sean Kearney		Address on File						
Seaport Parkway LP	CZS Property Management LLC	211 S Hill Dr	2nd Floor		Brisbane	CA	94005	
Seedco Capital		Address on File						

Exhibit D
Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Seela Haidari		Address on File						
SENKO (U.S.A.) INC.		450 East Devon Avenue			Itasca	IL	60143	
Sequoia		1850 Gateway Drive			San Mateo	CA	94404	
Sequoia One PEO, LLC		350 W. Washington St	Suite 301		Tempe	AZ	85288	
SF Fire Department		698 - 2nd Street			San Francisco	CA	94107	
SGS North America Inc.		151 James Dr W			Saint Rose	LA	70087	
Shaquise Alexander		Address on File						
Shaun-Austin Ross		Address on File						
Shell Ventures LLC		150 N. Dairy Ashford Rd.			Houston	TX	77079	
Shen Zhen Mai Jin Metal Works Co.,Ltd.		Baoneng Technology Park	Qinghu Village, Qinghu Community	Longhua Street, Longhua District	Shenzhen City, Guangdong Province			China
SHENZHEN ALINKTEK CO.,LTD		Floor 3, Building H, Huachuangda	Business Center, Xinghua No.1 Rd 42#		Shenzhen			China
Shenzhen Ameixin Plastic Co., Ltd		2F, Building D, Dingfeng Hi-tech Park, Shapuwei	Songgang Street		Shenzhen	Guangdong		China
Shenzhen Aperture Technology Co., Ltd		410-C025, China Merchants Port Plaz A, No.1	Gongye 3rd Street, Shekou		Shenzhen			China
Shenzhen Infypower Co., Ltd.		1st Floor, No. 1, Linoya Industrial Park	Tangtou No.1 Road, Shiyan Street	Baoan District	Shenzhen	Guangdong	518108	China
ShenZhen XinHaiWang Technology Co., Ltd		Xiumei Building, Jinxiudongfang, Longgang Center City	#15C		Shenzhen		518172	China
Shiv Chopra		Address on File						
Shivam Shetty		Address on File						
Sicheng Zou		Address on File						
SIERRA Productions B.V.		Jan Kiststraat 189 1018 PM	Noord-Holland		Amsterdam			Netherlands
Sijie Zhou		Address on File						
Silicon Valley Disposition, Inc.		3 E 3rd Ave			San Mateo	CA	94401-4010	
SILVEIRA AND SONS INC- 701 International Blvd Lease		499 Embarcadero	45670		Oakland	CA	94606	
Silver Fern Chemical Inc		121 West De La Guerra Street, Suite B			Santa Barbara	CA	93101	
SingerLewak		10960 Wilshire Boulevard	Floor 7th		Los Angeles	CA	90024	
Slamtec		Room 601, 6th Floor, Kailong Technology Building	Building 3, No. 6, Lane 3158	Longdong Avenue	Shanghai			China
Smart Vietnam		Address on File						
Smartsheet		500 108th Ave NE, #200			Bellevue	WA	98004	
Smriti Jha		Address on File						
SMRT Ventures Pte Ltd		Address on File						
Sonic		2260 Apollo Way			Santa Rosa	CA	95407	
Souparna Gangopadhyay		Address on File						
South San Francisco Fire Department		480 N Canal St			South San Francisco	CA	94080	
South San Francisco Scavenger Company, Inc.		500 E Jamie Ct			South San Francisco	CA	94080	
Star Engineering & Electronics		One Vaillancourt Drive			North Attleboro	MA	02763	
State Energy Resources Conversation and Development Commission	Nzube Okemiri	715 P St	Ms-18		Sacramento	CA	95814	
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION		1120 N Street			Sacramento	CA	95814	

Exhibit D
Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
State of California Franchise Tax Board		PO Box 1286			Rancho Cordova	CA	95741	
Stellantis Europe S.p.A	Attn Marco Toniutti	Corso Agnelli 200			Torino		10135	Italy
Stellantis Ventures B.V.	Attn Executive Board Member	Taurus Avenue 1			Hoofddorp		2132 LS	Netherlands
Stephanie Blankley		Address on File						
Stephen Liu		Address on File						
Steven Engineering		230 Ryan Way			South San Francisco	CA	94080	
Steven L Shrinkle		Address on File						
Stratasys Direct Manufacturing		29185 Network Place			Chicago	IL	60673	
Summi Rizvi		Address on File						
Summit AR		12201 Champlin Dr			Champlin	MN	55316-1930	
Sun Roofing & Construction Company, Inc. (Premier Roofing Supply Inc.)		8803 G St			Oakland	CA	94621	
Sunbelt Rentals		1799 Innovation Point	PO BOX 409211		Fort Mill	SC	29715	
Sunil Bhilotra		Address on File						
Surya Auroprem		Address on File						
Susan E. Shrinkle-Emmons		Address on File						
Susan Surapruik		Address on File						
Suyash Enterprises		W-222, MIDC Area, Ambad			Nashik, Maharashtra		422010	India
Suyash Pandya		Address on File						
Suyash Yogen Pandya		Address on File						
Suzhou Dasen Electronics Material Co., Ltd.		Lvjing Business Center, No.199 Tayun Road	Yuexi, Wushong Dis., Suzhou		Jiangsu			China
Swope Design Solutions		150 Hooper St. Unit 101			San Francisco	CA	94107	
Sybridge		265 Spring Lake Dr			Itasca	IL	60143-3203	
Tafapolsky & Smith LLP		33 New Montgomery Street	Ste 1400		San Francisco	CA	94105	
Tamarack FI Ample I LLC		30 Beechcroft Road			Greenwich	CT	06830	
Tamarack Global Opportunities I LP		30 Beechcroft Road			Greenwich	CT	06830	
Tamarack Global Opportunities LLP		30 Beechcroft Road			Greenwich	CT	06830	
Tannar Veatch		Address on File						
Tatsuya Tasaki		Address on File						
Taylor-Connor Partnership		8717 G St.			Oakland	CA	94621	
TCR Advanced Engineering Pvt. Ltd. (India)		250-252/9, GIDC Estate, Makarpura	Vadodara		Gujarat		390010	India
Teja Vanteddu		Address on File						
Teknic Inc		7650 Omnitech Place			Victor	NY	14564	
Temirlan Razak		Address on File						
Texas Comptroller of Public Accounts		111 East 17th St	Lyndon B. Johnson State Office Building		Austin	TX	78774	
TGM I, A SERIES OF TGM FUNDS, LP		Address on File						
The Boston Consulting Group, Inc.		200 Pier 4 Boulevard			Boston	MA	02210	
The Boston Consulting Group, Inc.		Two Embarcadero Center, Suite 2400			San Francisco	CA	94111	
The Delaware Department of State Divison of Corporations		PO Box 898			Dover	DE	19903	

Exhibit D
Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
The Fire Consultants, Inc.		2890 North Main Street, Suite 210			Walnut Creek	CA	94597	
The Kitchens Inc. DBA Forkable		5214F Diamond Heights Blvd			San Francisco	CA	94131	
The MathWorks Inc.		3 Apple Hill Dr			Natick	MA	01760	
The Olander Company, Inc.		144 Commercial St			Sunnyvale	CA	94086	
The Pape Group Inc		355 Goodpasture Island Rd			Eugene	OR	97401	
The Pape Group- Pape Material Handling Inc		355 Goodpasture Island Rd			Eugene	OR	97401	
Thermo Heating Elements, LLC		273 Langston Road			Piedmont	SC	29673	
Thomas Degen		Address on File						
Thomas Ly		Address on File						
ThreeBond International, Inc.		6184 Schumacher Park Drive			West Chester	OH	45069	
Tienchai Wirojsaksaree		Address on File						
Timmathy Koy		Address on File						
TMI Associates		106-6123 6-10-1 Roppongi	Tokyo Roppongi Hills Mori Tower 23rd Floor		Minato-ku	Tokyo		Japan
Todd Meeks		Address on File						
Todd Perry		Address on File						
Tongrun International		2501 Pecan Street			Bonham	TX	75418	
Total Quality Logistics (TQL)		1701 Edison Drive	PO Box 63569		Milford	OH	45150	
Total Quality Logistics LLC		4289 Ivy Pointe Blvd			Cincinnati	OH	45245	
Toyota Equipment Finance	RJMS Corporation	6999 Southfront Rd			Livermore	CA	94551	
Toyota Industries Commercial Finance, Inc		6999 Southfront Rd			Livermore	CA	94551	
Toyota Industries Commercial Finance, Inc		Po Box 660926			Dallas	TX	75266	
TOYOTA MATERIAL HANDLING NORTHERN CA		6999 Southfront Road			Livermore	CA	94551	
Toyota Motor Corporation	Attn Kunihiko Sakata	1 Toyota-cho			Toyota	Aichi	471-8572	Japan
TQL Global, LLC	Dinsmore & Shohl LLP	Yosina M. Lissebeck	655 West Broadway, Ste 800		San Diego	CA	92101	
Transform Ample, LP		Address on File						
Trevor Meredith		Address on File						
Trevor Watson		Address on File						
TRIREC Ample Pte Ltd		Address on File						
Tristan Oleynik		Address on File						
Troy Lingle		Address on File						
TRS International Mfg., Inc		27152 Burbank			Foothill Ranch	CA	92610	
Trumony Aluminum Limited		D-7, Dongchuang Sci&Tech Park Jinfeng Road			Suzhou		215000	China
Tsadok Shvo		Address on File						
Tungking See		Address on File						
TUV Rheinland of North America, Inc.		Box 392672			Pittsburgh	PA	15251-9672	
TUV SUD America		1866 New Energy Way			Auburn Hills	MI	48326	
TUV SUD America Inc		401 Edge Water Pl Ste 500			Wakefield	MA	01880	
Twelve Bridge Capital		602 Sawyer Suite 400			Houston	TX	77096	
U.S. Bank Equipment Finance	Insurance Department	1310 Madrid St			Marshall	MN	56258	
U.S. Environmental Protection Agency	Office of General Counsel	1200 Pennsylvania Ave NW	2310A		Washington	DC	20460	
Uber Technologies Inc.		1515 Third St			San Francisco	CA	94158	
UL LLC		333 Pfingsten Rd			Northbrook	IL	60062	
UL Solutions		333 Pfingsten Road			Northbrook	IL	60062	

Exhibit D
Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ULTRA CORPOTECH PRIVATE LIMITED		Gat No. 854 to 863 & 776, Nighoje Kuruli Road Nighoje, Chakan, Pune			Maharashtra		410 501	India
United of Omaha Life Insurance Company		3300 Mutual of Omaha Plaza	CSO Agency Service		Omaha	NE	68175	
United Rentals (North America) Inc		Po Box 051122			Los Angeles	CA	90074	
UPS Supply Chain Solutions, Inc.		55 Glenlake Parkway, NE			Alpharetta	GA	30328	
Ursula Cateriano		Address on File						
US Customs and Border Protection		33 New Montgomery St	16th Floor		San Francisco	CA	94105	
US Department of Homeland Security		2707 Martin Luther King Jr Ave SE			Washington	DC	20528-0525	
Usenda		No. 7, Lijing Road, Jiangbei New Area, Nanjing			Jiangsu		210032	China
Usman Khan		Address on File						
VALUEGREAT(HUI ZHOU)TECHNOLOGY CO.,LTD		No.21 Huanqiao South Road, Chenjiang			Huizhou			China
Varsavsky Axel Springer GMBH & Co. KG		Avenida de Europa 4	Planta 1		Madrid			Spain
Vavakakala Palutea Maafu		Address on File						
Venkel Ltd.		5900 Shepherd Mountain Cove, Building 1			Austin	TX	78730	
Vighnesh Rane		Address on File						
Vikas Gupta		Address on File						
Violin Technologies		MEPZ Special Economic Zone SDF - II (lots 1,2,3,4,20,21)			Tambaram, Chennai	Tamil Nadu	600045	India
Vision supply		5113 Dalmeny Ct			Columbus	OH	43220	
VSC Consulting Services, Inc		76 2Nd Street			San Francisco	CA	94105	
Wai Hong Tsang		Address on File						
Wai Ming Tsang		Address on File						
Washington State Department of Revenue		2101 4th Ave.	Suite 1400		Seattle	WA	98121	
Webasto Thermo & Comfort North America, Inc.		15083 North Road			Fenton	MI	48430	
weConnect		Address on File						
WHACHINE BROTHERS LTD.		Building #7,Incubation Zone, No.2 Jingtang Road. East District			Wenling City		217511	China
William Bentley		Address on File						
William Peronilla		Address on File						
William Stopczynski		Address on File						
William Thompson		Address on File						
WilmerHale		2100 Pennsylvania Avenue Northwest	Suite 400		Washington	DC	20037	
WilmerHale LLP		2600 El Camino Real	Suite 400		Palo Alto	CA	94306	
Windemere Electric		35640 Fremont, Suite 145	Suite 145		Fremont	CA	94536	
Wintek Circuit Technology Ltd.		Shennan Road #6007, Anhui Building	No.1613		Shenzhen, Futian District		518034	China
Wiregrass Technologies		955 Tate Dr			Dothan	AL	36301	

Exhibit D
Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Wisconsin Department of Revenue		PO Box 8908			Madison	WI	53708	
WorldQuant Ventures LLC		Address on File						
Wuxi Aston Electric Co., Ltd.		Bashi, Xibei Town, Xishan District			Wuxi City, Jiangsu Province		214194	China
Wuxi Aston Electric Co., Ltd.		No. 8 Zhangjingjingda South Road	Xibei Town Xishan District		Wuxi	Jiangsu	214194	China
Xerxes Lansang		Address on File						
XFMRS		7570 East Landersdale Road			Camby	IN	46113	
Xin Zhao		Address on File						
Xometry		6116 Executive Blvd	Suite 800		North Bethesda	MD	20852	
XYZ VENTURE CAPITAL GO FASTER FUND I, LP		Address on File						
Yashodhar Narvaneni		Address on File						
Yasser Sabbagh		Address on File						
Yi-Ching Tu		Address on File						
Youjian Huang		Address on File						
YuanPeng Plastic Products Co. Ltd		#61, Baotian 3rd Rd	Xi Xiang Town, Baoan		Shenzhen			China
Yun-Nung Chou		Address on File						
Zarc Recycling		26 S Linden Ave			South San Francisco	CA	94080	
Zemarc Corporation		6431 Flotilla St			Commerce	CA	90040	
Zen Properties Management LLC-6341 Ridgeway Drive		15203 Severyns Rd			Tustin	CA	92782	
ZeroCater, Inc		44 Montgomery Street	3rd Floor		San Francisco	CA	94104	
Zhongshan Hord Rapidtools Co.,Ltd.		Yixian Road No.112, Torch Development Zone, C Bldg			Zhongshan	Guangdong	528437	China
Zoumana Cisse		Address on File						
Zylog Composites Pvt Ltd		Zylog Tower, Lane No 4, Behind Bank of Baroda, Kalyani Nagar			Pune		410006	India

From: Jones, Nancy J.
To: Docket
Subject: FW: 25-90817 Certificate
Date: Wednesday, January 21, 2026 3:56:48 PM

Nancy J. Jones, RP® | Pillsbury Winthrop Shaw Pittman LLP
Legal Practice Coordinator
609 Main Street, Suite 2000 | Houston, TX 77002
t +1.713.276.7662 | m +1.832.693.3296
nancy.jones@pillsburylaw.com | pillsburylaw.com

From: BKECF_LiveDB@txs.uscourts.gov <BKECF_LiveDB@txs.uscourts.gov>
Sent: Wednesday, January 21, 2026 3:54:59 PM (UTC-06:00) Central Time (US & Canada)
To: BK_Notices@txsb.uscourts.gov <BK_Notices@txsb.uscourts.gov>
Subject: 25-90817 Certificate

*****NOTE TO PUBLIC ACCESS USERS*** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30-page limit do not apply.**

U.S. Bankruptcy Court

Southern District of Texas

Notice of Electronic Filing

The following transaction was received from Evan Gershbein entered on 1/21/2026 at 3:54 PM CST and filed on 1/21/2026

Case Name: Ample, Inc. and Official Committee Of Unsecured Creditors
Case Number: 25-90817
Document Number: 109

Docket Text:
Certificate *of Service re: 1) Ample, Inc, et al. Bidding Procedures and 2) Notice of Proposed Sale of Assets, Auction and Sale Hearing* (Filed By Kurtzman Carson Consultants, LLC d/b/a Verita Global).(Related document(s):[47] Emergency Motion, Motion for Approval, [92] Order on Motion for Approval) (Gershbein, Evan)

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename:260115 Ample COS re Sale Notice and Bidding Procedures.pdf
Electronic document Stamp:
[STAMP bkecfStamp_ID=996787432 [Date=1/21/2026] [FileNumber=53199306-0] [821a01bfbd1530623183581e7ab4239a4d7deb3c29167381d4f48ffff35393f9969

5cc4430fffb4dd38a839038b9df8b2070c769509de2e1c42a9586e8e87e46]]

25-90817 Notice will be electronically mailed to:

Dominique Ashley Douglas on behalf of Creditor Committee Official Committee Of Unsecured Creditors
ddouglas@dykema.com,
MAraiza@dykema.com;Douglas.DominiqueB146254@notify.bestcase.com

Michael Fishel on behalf of Creditor Twelve Bridge Capital, LLC
michael@FishelLawGroup.com, michael-fishel-2874@ecf.pacerpro.com

Vianey Garza on behalf of U.S. Trustee US Trustee
vianey.garza@usdoj.gov

Evan Gershbein on behalf of Other Prof. Kurtzman Carson Consultants, LLC d/b/a Verita Global
ECFpleadings@kccllc.com, ECFpleadings@kccllc.com

Andrew Jimenez on behalf of U.S. Trustee US Trustee
andrew.jimenez@usdoj.gov

Yosina Mariette Lissebeck on behalf of Creditor TQL Global, LLC
yosina.lissebeck@dinsmore.com, caron.burke@dinsmore.com

Russell Hale Neilson on behalf of Creditor Citizens Bank, N.A
hneilson@kslaw.com, TGreen@KSLAW.com

Hugh Massey Ray, III on behalf of Debtor Ample Texas EV, LLC
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

Hugh Massey Ray, III on behalf of Debtor Ample, Inc.
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

US Trustee
USTPRegion07.HU.ECF@USDOJ.GOV

25-90817 Notice will not be electronically mailed to:

EXHIBIT 11-c

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

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

CERTIFICATE OF SERVICE

I, Rossmery Martinez, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtors in the above-captioned case.

On February 27, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; and via First Class Mail upon the service lists attached hereto as **Exhibit C** and **Exhibit D**:

- **Notice of Modified Sale Process and Extension of the Bid Deadline** [Docket No. 198]

Dated: March 5, 2026

/s/ Rossmery Martinez
Rossmery Martinez
Verita
222 N Pacific Coast Highway,
3rd Floor
El Segundo, CA 90245
Tel. 310.823.9000

[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). A copy of this pleading 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.

Exhibit A

Exhibit A

Master Service List

Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Top 20 Creditor	ALM Holding		Email on File
Top 20 Creditor, Official Committee of Unsecured Creditors	Avalon Technologies Limited	Jay Ram	Email on File
Interested Party	Bluewater Battery Logistics, LLC	Attn: Beth Dumas	bdumas@bluewaterbattery.com
Delaware Attorney General	Delaware Attorney General	Attn Bankruptcy Department	attorney.general@state.de.us
District of Columbia Attorney General	District of Columbia Attorney General	Attn Bankruptcy Department	oag@dc.gov
Co-Counsel for the Official Committee of Unsecured Creditors	Dykema Gossett PLLC	William Hotze, Dominique Douglas	whotze@dykema.com; ddouglas@dykema.com
Top 20 Creditor	EEI Fund 4 Investment Limited Partnership		Email on File
Counsel for Debtor-In-Possession Lender and Twelve Bridge Capital, LLC	Fishel Law Group	Michael Fishel	michael@FishelLawGroup.com
Top 20 Creditor	Inversions Cielo Alto Corp.		Email on File
Top 20 Creditor	Inversions El Monasterio Corp.		Email on File
Counsel to Citizens Bank, N.A.	King & Spalding, LLP	R. Hale Neilson	hneilson@kslaw.com
Counsel to Citizens Bank, N.A.	King & Spalding, LLP	Sarah Primrose, Jeffery R. Dutson	sprimrose@kslaw.com; jdutson@kslaw.com
Top 20 Creditor	KR 100 Hooper LLC	Kilroy Realty Corporation	Email on File
Top 20 Creditor	Kraus Investment Partners		Email on File
Top 20 Creditor	Mactech Corporation	Attn Wenpin Kuo	Email on File
Top 20 Creditor	Marchesi Light Alloy		Email on File
Official Committee of Unsecured Creditors	MingChing Industrial	Leehom Wang	Email on File
Top 20 Creditor	MKB Partners Fund II, Limited Partnership		Email on File
Top 20 Creditor	New Ground Ventures II, LP		Email on File
New Hampshire Attorney General	New Hampshire Attorney General	Attn Bankruptcy Department	attorneygeneral@doj.nh.gov
Co-Counsel for the Official Committee of Unsecured Creditors	Porzio, Bromberg & Newman, P.C.	Rachel A. Parisi, Christopher P. Mazza, Jenny Zhou	RAParisi@pbnlaw.com; CPMazza@pbnlaw.com; JZhou@pbnlaw.com
Top 20 Creditor, Official Committee of Unsecured Creditors	Qingdao Huarui Hardware Products Co., Ltd.	Dongliang Zhu	Email on File
Top 20 Creditor	Repsol Energy Ventures, S.A.		Email on File
Official Committee of Unsecured Creditors	Sabrina Ohanian		Email on File
Top 20 Creditor	Stellantis Europe S.p.A.		Email on File
Interested Party	Sunil Bhilotra		Email on File
Top 20 Creditor	Total Quality Logistics LLC		Email on File
Top 20 Creditor	Transform Ample, LP		Email on File
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Vianey Garza, Andrew Jimenez	vianey.garza@usdoj.gov; andrew.jimenez@usdoj.gov
Top 20 Creditor	Varsavsky Axel Springer GMBH		Email on File
Top 20 Creditor	WARN Act Tort Claimants	Schneider Wallace Cottrell Kim LLP	Email on File
Counsel to Toyota Industries Commercial Finance Inc.	Weltman, Weinberg and Reis Co., L.P.A.	Scott D. Fink	BnkEcf-TX@weltman.com
Wisconsin Attorney General	Wisconsin Attorney General	Attn Bankruptcy Department	dojbankruptcynoticegroup@doj.state.wi.us

Exhibit B

Exhibit B

Creditor Matrix Service List

Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Accuenergy		properties@ample.com
ALM Holding	Achraf Cherkaoui	Email on File
Amphenol Automotive Connection Systems		Email on File
Amphenol Technology (Zhuhai) Co., Ltd		customerservice@amphenol-aio.com
AMPHENOL-TUCHEL ELECTRONICS GmbH		info@amphenol-automotive.de
Ana Carnero		Email on File
Arso Engineering		roberto.bocanegra@arso.com.mx
August Steinmeyer GmbH & Co. KG		Cameron.McKenzie@steinmeyer.com; Adrian.Lebherz@steinmeyer.com
Auxadi Contables y Consultores, S.A.	Auxadi	OGS@auxadi.com
Banco Santander, S.A.		Email on File
BOLAB Systems GmbH		info@BOLAB-Systems.de
C.C.P. Contact Probes Co.,Ltd		ccp_service@pccp.com.tw
Cartographic		isai_celis@cartographic.com.mx
Century 3D		rreyes@century3d.com.mx
Costal Corporation		mkrishna@coastalcorp.co.in
CPC		kimoscar@gmail.com
Daedalus Lift & Access Equipments Private Limited		g.bala@dehuind.com
Daimler Truck Financial Services Asia. Co. Ltd		bharat.prakash@daimlertruck.com
Dongguan City Yuhuang Electronics Technology Co.,LTD.		Email on File
Dongguan PUW EPTFE Material Co., Ltd.		sunny@puw-china.com; puw@puw-china.com
Dreamwork International Investments Ltd.		Email on File
EEI Fund 4 Investment Limited Partnership	c/o Itaru Shiraishi	kanri@ee-investment.jp; ishiraishi@ee-investment.jp
EMIS Solutions Pvt. Ltd.		sales-in@emisglobal.com
ENEOS Holdings		toru.nagannuma@eneos.com
ENEOS Innovation Partners Godo Kaisha	c/o ENEOS Holdings, Inc.	Email on File
Ferre Baztan		Email on File
Free2move SAS		dpo@free2move.com
Future Electronics	Dina Stefanopoulos	Dina.Stefanopoulos@futureelectronics.com
GearPower Motor		Email on File
Hino Motors Ltd.	Attn Kazuo Hayami	shono.ono@hino.co.jp
Hitech Circuits		sales8@hitechpcb.com
Hochiki Europe		rwharram@hochikieurope.com
HUIZHOU GREETECH ELECTRONICS CO.,LTD (UnionWell Switch)		sales2@unionwellgroup.com
Inversiones Cielo Alto Corp		pspiniak@gmail.com
Inversiones Cielo Alto Corp.		Email on File
Inversiones El Monasterio Corp.		elmonasterio10@gmail.com

Exhibit B

Creditor Matrix Service List

Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Inversiones El Monasterio Corp.		Email on File
iPCB		luisa@ipcb.com
iPCB Circuits Limited	Dag Zhou	dag@ipcb.com
J&A GARRIGUES S.L.P.		madrid@garrigues.com
Jinan Zhuoxing Intelligent Technology Co., Ltd.		info@zxtcutter.com
Kaier Wo Prototyping Co., Ltd		prototype6@kaierwo.com
LG Energy Solution		jnw.lee@lgensol.com
Lishui City Yongrun Precision Machinery Co., Ltd		yr@cnyouright.com
Mactech Corporation	Attn Wenpin Kuo	wenpin_kuo@mactech.com.tw
Mactech Corporation		ted_hsu@mactech.com.tw
MacTech Corporation		sunny@mactech.com.tw
Makipos Electronics Co., Ltd		info@makipos.com
Marches Light Alloy		ggarduno@marchesi.com.mx
Marchesi Light Alloy		ggarduno@marchesi.com.mx
Meadville Technologies Company Limited		peter.pestalozzi@akmmv.com
Meinhardt Japan Inc.	c/o Meindhardt Group	Email on File
MingChing Industrial Co., ltd		sales02@mingchingindustrial.com
Mitsubishi Corporation		ml.mcampleteam@mitsubishicorp.com
Mitsubishi Fuso Truck and Bus Corporation		simon.schmid@daimlertruck.com
Mitsubishi Motors Corporation	Attn Kimio Yatabe	kimio.yatabe@mitsubishi-motors.com
MKB Partners Fund II International, Limited Partnership		k.mackinnon@mkbandco.com
MKB Partners Fund II, Limited Partnership		k.mackinnon@mkbandco.com
Newstart Motion		peter@newstartmotion.com
Pixma Holdings Ltd		Email on File
Prima Operaciones		annelies@prima.ai
PTT Public Company Limited		Email on File
Qingdao Huarui Hardware Products Co., Ltd.		dave@qd-kerui.com
Repsol Energy Ventures S.A.U.	Gema Garcia Gonzalez	ggarciag@repsol.com; jmgarcias@repsol.com
Repsol Energy Ventures, S.A.		jmgarcias@repsol.com
Robert Linck		Email on File
Sarderval Spain S.L.U		mpf@moovecars.com
Seedco Capital		Email on File
Shen Zhen Mai Jin Metal Works Co.,Ltd.		Daniel.Xian@maijincnc.com
SHENZHEN ALINKTEK CO.,LTD		info@alinktek.com
ShenZhen XinHaiWang Technology Co., Ltd		elvislau@xhwrubber.cn
Smart Vietnam		Email on File
SMRT Ventures Pte Ltd		Email on File
Stellantis Ventures B.V.	Attn Executive Board Member	giorgio.fossati@stellantis.com
Sunil Bhilotra		Email on File

Exhibit B

Creditor Matrix Service List

Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
TCR Advanced Engineering Pvt. Ltd. (India)		testing@tcradvanced.com
TMI Associates		tmi-koreandesk@tmi.gr.jp
Toyota Motor Corporation	Attn Kunihiko Sakata	kunihiko_sakata@mail.toyota.co.jp
TRIREC Ample Pte Ltd		Email on File
ULTRA CORPOTECH PRIVATE LIMITED		salesmktg@ultracorpotech.com
VALUEGREAT(HUI ZHOU)TECHNOLOGY CO.,LTD		zhangrongxun@Valuegreat.com.cn
Varsavsky Axel Springer GMBH & Co. KG		martin@vas.ventures
Violin Technologies		rajesh.g@violintec.com
Violin Technologies Private Limited		hariprasad.r@violintec.com
Wintek Circuit Technology Limited		jenny@wintekcircuit.com
Wuxi Aston Electric Co., Ltd.		wxastdq@126.com
Zhongshan Hord Rapidtools Co.,Ltd.		jessica@hordrt.com
Zhongshan Hord Rapidtools Ltd.		market@hordrt.com

Exhibit C

Exhibit C
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Top 20 Creditor	ALM Holding		PO Box 334223			Dubai			United Arab Emirates
Top 20 Creditor, Official Committee of Unsecured Creditors	Avalon Technologies Limited	Jay Ram	475 Horizon Drive			Suwanee	GA	30024	
Interested Party	Bluewater Battery Logistics, LLC	Attn: Beth Dumas	12100 Wilshire Blvd, Suite 1710			Los Angeles	CA	90025	
California Attorney General	California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740			Sacramento	CA	95814-2919	
Delaware Attorney General	Delaware Attorney General	Attn Bankruptcy Department	Carvel State Office Bldg.	820 N. French St.		Wilmington	DE	19801	
District of Columbia Attorney General	District of Columbia Attorney General	Attn Bankruptcy Department	400 6th Street NW			Washington	DC	20001	
Co-Counsel for the Official Committee of Unsecured Creditors	Dykema Gossett PLLC	William Hotze, Dominique Douglas	5 Houston Center	1401 McKinney Street, Suite 1625		Houston	TX	77010	
Top 20 Creditor	EEI Fund 4 Investment Limited Partnership		5-11-1-201 Higashigotanda			Tokyo	Shinagawa	141-0022	Japan
Counsel for Debtor-In-Possession Lender and Twelve Bridge Capital, LLC	Fishel Law Group	Michael Fishel	602 Sawyer, Suite 400			Houston	TX	77007	
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346			Philadelphia	PA	19101-7346	
Top 20 Creditor	Inversions Cielo Alto Corp.		Isidora Goyenechea 2939 p15			Santiago			Chile
Top 20 Creditor	Inversions El Monasterio Corp.		Isidora Goyenechea 2939 p15			Santiago			Chile
Counsel to Citizens Bank, N.A.	King & Spalding, LLP	R. Hale Neilson	1100 Louisiana Street, Suite 4100			Houston	TX	77002	
Counsel to Citizens Bank, N.A.	King & Spalding, LLP	Sarah Primrose, Jeffery R. Dutson	1180 Peachtree St NE, Suite 1600			Atlanta	GA	30309	
Top 20 Creditor	KR 100 Hooper LLC	Kilroy Realty Corporation	12200 W. Olympic Blvd, Suite 200			Los Angeles	CA	90064	
Top 20 Creditor	Kraus Investment Partners		720 Park Avenue			New York	NY	10021	
Counsel to Plaintiffs Sabrina Ohanian, Henry Smith, and Maricela Guerrero Santo and the Proposed Class	Lankenau & Miller, LLP	Stuart Miller, Jonathan Miller	100 Church St, 8th Floor			New York	NY	10007	
Top 20 Creditor	Mactech Corporation	Attn Wenpin Kuo	No 89, Lane 36, Sec. 2 Tanxing Rd	Tanzi District		Taichung City		427	Taiwan
Top 20 Creditor	Marchesi Light Alloy		45713 Zacoalco de Torres			Jalisco			Mexico
Official Committee of Unsecured Creditors	MingChing Industrial	Leehom Wang	RM 2010, RongChao Financial Building	DaYung, LongGang		ShenZhan City	GuangDong	518172	China
Top 20 Creditor	MKB Partners Fund II, Limited Partnership		1 Place Ville Marie Suite 3670			Montreal	QC	H3B 3P2	Canada
Top 20 Creditor	New Ground Ventures II, LP		855 El Camino Real, Ste. 13A-348			Palo Alto	CA	94301	
New Hampshire Attorney General	New Hampshire Attorney General	Attn Bankruptcy Department	33 Capitol St.			Concord	NH	03301	
Co-Counsel for the Official Committee of Unsecured Creditors	Porzio, Bromberg & Newman, P.C.	Rachel A. Parisi, Christopher P. Mazza, Jenny Zhou	100 Southgate Parkway	P.O Box 1997		Morristown	NJ	07962	
Top 20 Creditor, Official Committee of Unsecured Creditors	Qingdao Huarui Hardware Products Co., Ltd.	Dongliang Zhu	South Wangjiazhuang Village, Daxing Town	Jimo District		Qingdao	Shandong	266229	China
Top 20 Creditor	Repsol Energy Ventures, S.A.		Mendex Alvaro 44			Madrid		28042	Spain
Official Committee of Unsecured Creditors	Sabrina Ohanian		Address on File						

Exhibit C
Master Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Top 20 Creditor	Stellantis Europe S.p.A.		Corso Giovanni Agnelli 200			Torino		10135	Italy
Interested Party	Sunil Bhilotra		Address on File						
Top 20 Creditor	Tamarack Global Opportunities I LP		30 Beechcroft Road			Greenwich	CT	06830	
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St		Austin	TX	78774	
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station			Austin	TX	78711-3528	
Top 20 Creditor	The Boston Consulting Group, Inc.		Two Embarcadero Center, Suite 2400			San Francisco	CA	94111	
Counsel to Plaintiffs Sabrina Ohanian, Henry Smith, and Maricela Guerrero Santo and the Proposed Class	The Gardner Firm	Mary Olsen, M. Vance McCrary	182 St. Francis St, Suite 103			Mobile	AL	36602	
Counsel to Plaintiffs Sabrina Ohanian, Henry Smith, and Maricela Guerrero Santo and the Proposed Class	The Webster Law Firm	Jason Webster	24 Greenway Plaza, Suite 600			Houston	TX	77046	
Top 20 Creditor	Total Quality Logistics LLC		4289 Ivy Pointe Blvd			Cincinnati	OH	45245	
Top 20 Creditor	Transform Ample, LP		708 Long Bridge Street #1310			San Francisco	CA	94158	
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		1000 Louisiana, Suite 2300			Houston	TX	77002	
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW			Washington	DC	20530-0001	
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Vianey Garza, Andrew Jimenez	515 Rusk Street, Suite 3516			Houston	TX	77002	
Top 20 Creditor	Varsavsky Axel Springer GMBH		Avenida de Europa 4, Planta 1			Madrid			Spain
Top 20 Creditor	WARN Act Tort Claimants	Jeremy Pasternak, Esq.	100 Bush St, Ste 1580			San Francisco	CA	94104	
Top 20 Creditor	WARN Act Tort Claimants	Schneider Wallace Cottrell Kim LLP	2000 Powell Street, Suite 1400			Emeryville	CA	94608	
Washington Attorney General	Washington Attorney General	Attn Bankruptcy Department	800 Fifth Ave, Ste 2000			Seattle	WA	98104	
Counsel to Toyota Industries Commercial Finance Inc.	Weltman, Weinberg and Reis Co., L.P.A.	Scott D. Fink	5990 West Creek Rd, Suite 200			Independence	OH	44131	
Wisconsin Attorney General	Wisconsin Attorney General	Attn Bankruptcy Department	Wisconsin Dept. of Justice	114 East, State Capitol	PO Box 7857	Madison	WI	53707-7857	

Exhibit D

Exhibit D
Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
10066257 Canada Inc	Attn Raed Masri	Address on File						
10066257 Canada Inc	c/o Transform VC	Address on File						
1345-75 Howard Street LLC		212 Farm Hill Ct			Danville	CA	94526	
1699 West Grand Avenue Property Owner L.P.	Valerie Bantner Peo	Buchalter LLP	425 Market St., Suite 2900		San Francisco	CA	94105	
1699 West Grand Avenue Property Owner, L.P.		456 8th St	Suite 200		Oakland	CA	94607	
3D Barrier Bags Inc.		1950 East Queen Creek Road	Ste 300		Chandler	AZ	85286	
750 24th St LLC	CZS Property Management LLC	211 S Hill Dr	2nd Floor		Brisbane	CA	94005	
Aaron Villalobos		Address on File						
Abben Hung		Address on File						
Aberouette Property Management		Po Box 93142			Phoenix	AZ	85070	
ABM Parking Services		100 Hooper St	Suites 25, 40, 50, 35		San Francisco	CA	94107	
ACCO Engineered Systems Inc		888 East Walnut Street			Pasadena	CA	91101	
Accuenergy		2 Lansing Sq. Suite 700			Toronto	ON	M2J4P8	Canada
Adeebullah Haidari		Address on File						
Aditi Timbadia		Address on File						
ADP		1851 N. Resler			El Paso	TX	79912	
AFF Groupe		300 Route de Montauban			Bessieres		31660	France
AIG		1271 Avenue of the Americas			New York	NY	10020	
Airgas USA LLC		Po Box 102289			Pasadena	CA	91189-2289	
AIU Insurance Company		1271 Ave of the Americas	Fl 37		New York	NY	10020	
AKM Meadville - Meadville Technologies Company Limited		19/F Room 1, Metropole Square	2 On Yiu Street, Shatin		N.T. Hong Kong			China
Akon		222 S. 3rd St.			Fernandina Beach	FL	32034	
Akzo Nobel Performance Coatings (Changzhou) Co,. LTD	c/o Corporate Privacy Officer, Akzo Nobel N.V.	AkzoNobel Center	Christian Neefestraat 2		Amsterdam		1077 WW	Netherlands
Albert Liu		Address on File						
Alberto Jorge Garcia Rodriguez		Address on File						
Alec Oswald		Address on File						
Alejandro Alvarez Serna		Address on File						
Alejandro Valencia		Address on File						
Alex Kundrot		Address on File						
Alex Lue		Address on File						
Alex Rodriguez		Address on File						
Alexander Centeno		Address on File						
Alfredo Barberena		Address on File						
Alfredo Estrada Gutierrez		Address on File						
All Industrial Electric Supply	Nancy Thompson	895 Mitten Road			Burlingame	CA	94010	
All Shop Equipment Inc		29 Vista Avenue	#C		San Mateo	CA	94403	
Allayne Leongson		Address on File						
Allen Matkins Leck Gamble Mallory & Natsis LLP	Attn Anton N. Natsis, Esq.	1901 Ave of the Stars	Suite 1800		Los Angeles	CA	90067	
Alliant Insurance Services, Inc 8377		Po Box 8377			Pasadena	CA	91109-8377	
ALM Holding	Achraf Cherkaoui	W202, Al Ghazal Bldg, 4A st, Al Badaa			Dubai	Dubai	334223	United Arab Emirates

Exhibit D
Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
ALM Holding		PO Box 334223			Dubai			United Arab Emirates
AlteraFlex		584 Commerce Ct	Ph (561)806-9111		Manteca	CA	95336	
Altran Magnetics LLC		1741 Industrial Drive, No. 14			Sterling	IL	61081	
Alyssa Perez		Address on File						
Amazon Web Services, Inc.		525 Market St			San Francisco	CA	94105	
AMB Fund II Mosaic LLC		3353 Gateway Blvd			Fremont	CA	94538	
American Alternative Insurance Corporation		555 College Road East			Princeton	NJ	08540	
American Lamprecht		Po Box 776395			Chicago	IL	60677-6395	
Ameridrive		1802 Pittsburgh Avenue			Erie	PA	16502-1943	
Amphenol Automotive Connection Systems		Address on File						
Amphenol Technology (Zhuhai) Co., Ltd		No.63, Xinghan Road, Sanzao Town			Jinwan, Zhuhai		519040	China
AMPHENOL-TUCHEL ELECTRONICS GmbH		August-Haeusser-Str. 10			Heilbronn		D-74080	Germany
Ample Iberia S.L.		Calle Nanclares de Oca 1	BLQ B		Madrid	Madrid	28022	Spain
Ample Japan GK		100 Hooper Street	Suite 25		San Francisco	CA	94005	
AmWINS		221 Main St	Ste 580		San Francisco	CA	94105	
Amy Swanson		Address on File						
Ana Campos Rosales		Address on File						
Ana Gonzalez Rodriguez		Address on File						
Ana Rosales Campos		Address on File						
Andrew Kaiser		Address on File						
Andrew Perry		Address on File						
Andrew Wills		Address on File						
Andrew Zhangson		Address on File						
Angela Lee		Address on File						
Anish More		Address on File						
Anjali Shekhar		Address on File						
Ankit Srivastava		Address on File						
Anna Lukibanova		Address on File						
Anthem Blue Cross		P.O. Box 60007			Los Angeles	CA	95670	
Anthony Davis		Address on File						
Anthony Pena		Address on File						
Anthony Toro		Address on File						
Antony Jesuraj		Address on File						
Apollo Syndicate Management Ltd.		One Bishopsgate			London		EC2N 3AQ	United Kingdom
AppliedCAx		555 SE Martin Luther King Jr Blvd, Suite 105			Portland	OR	97214	
Applus DatapointLabs	Applus+ Laboratories, Barcelona - Headquarters	Campus UAB	Ronda de la Font del Carme, Bellatera		Barcelona			Spain
APPLUS IDIADA KARCO Engineering, LLC		9270 Holly Road			Adelanto	CA	92301	
Apurv Patil		Address on File						

Exhibit D
Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
AQA		Stag Hill House, Surrey			Guildford		GU2 7XJ	England
Arbin Instruments Inc.		762 Peach Creek Cut Off			College Station	TX	77845	
Arch Specialty Insurance Company		P.O. Box 542033			Omaha	NE	68154	
Arso Engineering		Carretera Celaya-Salvatierra KM. 12.5			Celaya	Guanajuato	38150	Mexico
Arun Parameshwaran		Address on File						
Ascot Specialty Insurance Company		1251 Ave of the Americas			New York	NY	10020	
Ashleigh Harpenau		Address on File						
Ashna Gupta		Address on File						
Ashutosh Ranjane		Address on File						
Aspen American Insurance Company		285 Fulton St			New York	NY	10007	
Aspen Specialty Insurance Company		499 Washington Boulevard			Jersey City	NJ	07310	
AT&T		PO Box 5014			Carol Stream	IL	60197	
AT&T Bankruptcy Center		2270 Lakeside Blvd, 7th Floor			Richardson	TX	75082	
Atlassian		350 Bush Street Floor 13			San Francisco	CA	94104	
Atropos Inc.		Address on File						
August Steinmeyer GmbH & Co. KG		Riedstrasse 7			Albstadt		72458	Germany
Austin Mansilla		Address on File						
Auto Express Towing & Recovery LLC		270 Napoleon St			San Francisco	CA	94124	
AUTOMATIONDIRECT.COM, INC.		PO Box 402417			Atlanta	GA	30384-2417	
AUTOMATIONDIRECT.COM, INC.		3505 Hutchinson Road			Cumming	GA	30040	
Auxadi Contables y Consultores, S.A.	Auxadi	C/ Nanclares de Oca, 1-B			Madrid		28022	Spain
Avalon Technologies Limited		Tpi Block, B7 & B8 First Main Road	MEPZ , TAMBARAM		Chennai	Tamil Nadu	600045	India
AXIS Insurance Company		233 South Wacker Dr	Ste 4930		Chicago	IL	60606	
Aypa Power Aggregator LP		11801 Domain Blvd	Suite 525		Austin	TX	78758	
Azriel Samson		Address on File						
Banco Santander, S.A.		Av. de Cantabria s/n	28660 Boadilla del Monte		Madrid			Spain
Banco Santander, S.A.		Address on File						
Barrett McCarthy		Address on File						
Bart Buzanowski		Address on File						
Battery Hookup Inc.		1375B Adams Road			Bensalem	PA	19020	
Bay Advanced Technologies		8100 Central Avenue			Newark	CA	94560	
Bay Rubber Company		404 Pendelton Way			Oakland	CA	94621	
Beagle Ventures LLC		258 Buck Road			Stone Ridge	NY	12484	
BearCoda, LLC		3459 St Rose Pkwy	Ste #120-404		Henderson	NV	89052	
Bender		13014 Butler Crest Drive			Saint Louis	MO	63128	
Benjamin Brinkman		Address on File						
Benjamin Ryan		Address on File						
Berkley Professional Liability		757 Third Avenue	10th Floor		New York	NY	10017	
Big Bend 60 Investments LLC		3401 Armstrong Ave			Dallas	TX	75205	
Big Bend 60 Investments LLC		Address on File						
Bilal Khan		Address on File						

Exhibit D
Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Bill.com		6220 America Center Drive, Suite 100			San Jose	CA	95002	
Billy Wong		Address on File						
Bin Shahrul Mohammad Song Rizal		Address on File						
Blovelight		No. 206, Bubu Gao Road., Jiangbei Wusha Community	Changan Town		Dongguan, Guangdong		523860	China
Blue-Seas Weaver		Address on File						
Bluewater Battery Logistics, LLC		Address on File						
BNP Paribas Securities Corp.		787 Seventh Ave			New York	NY	10019	
BOLAB Systems GmbH		Muhlstetten 3			Geislingen		72351	Germany
Brandon Alvarez		Address on File						
Brandon Cox		Address on File						
Brett Schneider	Schneider Wallace Cottrell Kim LLP	2000 Powell St	Suite 1400		Emeryville	CA	94608	
Brett Schneider		Address on File						
Brett Schneider as California Labor Code § 203 Class Representative	Schneider Wallace Cottrell Kim, LLP	2000 Powell Street, Suite 1400			Emeryville	CA	94608	
Brett Schneider as California WARN Act Class Representative	c/o Schneider Wallace Cottrell Kim, LLP	2000 Powell Street, Suite 1400			Emeryville	CA	94608	
Brett Schneider as Private Attorneys General	Schneider Wallace Cottrell Kim, LLP	2000 Powell Street, Suite 1400			Emeryville	CA	94608	
Brett Schneider, individually, and on behalf of all others similarly situated	Carolyn Cottrell, Nathan Piller, & Frank White Jr.	Schneider Wallace Cottrell Kim LLP	2000 Powell St, Ste 1400		Emeryville	CA	94608	
Brett Schneider, individually, and on behalf of all others similarly situated	Jeremy Pasternak	Law Office of Jeremy Pasternak	100 Bush St, Ste 1580		San Francisco	CA	94104	
Brian Kaminskey		Address on File						
Brisbane Chamber of Commerce		50 Park Pl			Brisbane	CA	94005	
Broad Spectrum Ins Svcs		1000 Brannan St	Ste 203		San Francisco	CA	94103	
Broad Spectrum Insurance Services		1000 Brannan Street, Suite 203			San Francisco	CA	94103	
Butternut Tree LLC		20 Old Quarry Road			Hamburg	NJ	07419	
Butternut Tree LLC		7901 4th St N	Suite 21059		St. Petersburg	FL	33702	
C.C.P. Contact Probes Co.,Ltd		5F., No.8 Lane 24, Heping Road, Banqiao Dist.			New Taipei City		220	Taiwan
CAB Assignee of IPCB Circuits Limited		4340 Fulton Avenue, Third Fl.			Sherman Oaks	CA	91423	
Caleb Tseng-Tham		Address on File						
Caleb Zhi-En Tseng-Tham		PO Box 60606			Palo Alto	CA	94306	
California Attorney General	Attn Bankruptcy Department	1300 I St.	Ste 1740		Sacramento	CA	95814-2919	
California Department of Tax and Fee Administration		455 Market Street, Suite 620			San Francisco	CA	94105	
California Energy Commission		715 P St	Ms-18		Sacramento	CA	95814	
California Environmental Protection Agency	Headquarters Building	1001 I Street	P.O. Box 2815		Sacramento	CA	95814	
Calpack Crating		4700 Horner St Suite B			Union City	CA	94587	
Cameron Scari		Address on File						
Carbon, Inc.	Attn Amber Roberson	1089 Mills Way			Redwood City	CA	94063	
Carlos Nicolas Rodolfo		Address on File						

Exhibit D
Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Carta, Inc.		333 Bush St	Ste 2300		San Francisco	CA	94104	
Cartographic		Av. del hierro 18 y 24, Parque Industrial CIMEG			El Salto	Jalisco	45680	Mexico
Carvana		300 E Rio Salado Pkwy Bldg. 1			Tempe	AZ	85281	
CellBlock FCS, LLC		261 Maverick St			Boston	MA	02128	
CelLink		610 Quarry Road			San Carlos	CA	94070	
Century 3D		1ra. Cerrada de Xola #32 Col. del Valle Norte	Benito Juarez		Mexico City		03103	Mexico
Chan Sung Cho		Address on File						
Charles Aboke		Address on File						
Charles Aboke		Address on File						
Charter Brokerage LLC		22762 Westheimer Parkway	Suite 530		Katy	TX	77494	
Chengqi Wang		Address on File						
Chris Choi		Address on File						
Christian Egenfeldt		Address on File						
Christian Tae		Address on File						
Christine Lange		Address on File						
Christopher Kuhi		Address on File						
Christopher Tseng		Address on File						
Chun Tao		Address on File						
Chung Cheuk Lai		Address on File						
Cigna	c/o Marylou Rice, Legal Compliance Lead Analyst	900 Cottage Grove Road, B6LPA			Hartford	CT	06152	
Cintas Corporation		370 Shaw Road			San Francisco	CA	94080	
Citizens Bank N.A.	Attn Cameron Clifford	772 Boylston Street			Boston	MA	02199	
Citizens Bank, N.A.	Attn Jeff Dutson and Sarah Primrose	King & Spalding LLP	1180 Peachtree St NE, Suite 1600		Atlanta	GA	30309	
Citizens Bank, N.A.	Attn Michael Flynn	28 State Street, 24th Floor			Boston	MA	02109	
Citizens Bank, N.A.	King & Spalding LLP	R. Hale Neilson	1100 Louisiana St, Suite 4100		Houston	TX	77002	
City & County of San Francisco Office of the Treasurer & Tax Collector		1 Dr Carlton B Goodlett Place	Rm 190		San Francisco	CA	94102	
City of Alameda	Ross McCarthy, Finance Director	Alameda City Hall	2263 Santa Clara Avenue, Room 220		Alameda	CA	94501	
City of Brisbane Business Support Center		8839 N. Cedar Ave	#212		Fresno	CA	93720	
City of Fairfield		1000 Webster Street			Fairfield	CA	94533	
City of Kirkland	City Hall	123 5th Ave			Kirkland	WA	98033	
Civilization Ventures 415 Investments Ample L.P.	Attn Shahram Seyedin-Noor	Address on File						
Civilization Ventures 415 Investments Ample L.P.		595 Pacific Ave	4th Floor		San Francisco	CA	94133	
Civilization Ventures II LP	Attn Shahram Seyedin-Noor	Address on File						
Civilization Ventures II LP		595 Pacific Ave	4th Floor		San Francisco	CA	94133	
CKC Laboratories, Inc.		5046 Sierra Pines Drive			Mariposa	CA	95338	
Claudia Clement		Address on File						
Clay Chidester		Address on File						

Exhibit D
Creditor Matrix Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Clifton Buckley		Address on File						
Cobbs Allen Capital, LLC		320 Fillmore St Ste 200			Denver	CO	80206-4315	
Coblentz Patch Duffy & Bass LLP	Attn Alan Gennis, Esq.	One Montgomery St	Suite 3000		San Francisco	CA	94104	
Colin McCormick	Attn Colin McCormick	Address on File						
Comcast		PO Box 60533			City of Industry	CA	91716	
Conexwest- (Bison Group Inc)		17100 South Harlan Road			Lathrop	CA	95330	
Conner McEldowney		Address on File						
Conner McEldowney		Address on File						
Cooley LLP		3 Embarcadero Center	20th Floor		San Francisco	CA	94111-4004	
Cooper Copland		Address on File						
Cordelia Industrial 1, LP	Attn Michael Jaeger	1 Blackfield Dr #101			Tiburon	CA	94920	
Cordelia Industrial 1, LP	Jaeger McHugh and Co.	1 Blackfield Drive #101			Tiburon	CA	94920	
Cordelia Industrial 1, LP	William W. Hatcher, Esq.	114 Pierre St			Santa Rosa	CA	95404	
Corey Whitfield		Address on File						
Cory Whitfield	Mary E. Olsen	PO Box 3103			Mobile	AL	36602	
Costal Corporation		Coastal One, Plot No.1, Balaji Nagar, Door No. 8-1-5/4 3rd & 4th Floor	Siripuram, Visakhapatnam		Andhra Prades		530003	India
Cox Automotive Vehicle Acquisition Services, Inc		6205A Peachtree Dunwoody Road	3rd Floor		Atlanta	GA	30328	
CPC		97 SIHEUNG-DAERO	#23-209	GEUMCHEON-KU	SEOUL		08639	S KOREA
Crane Tech Inc.		2585 Nicholson St			San Leandro	CA	94577	
CSA America Testing & Certification LLC		8501/8801 East Pleasant Valley Road			Cleveland	OH	44131-5575	
CSC		251 Little Falls Drive			Wilmington	DE	19808-1674	
Cuong Tran		Address on File						
CV Resources		5291 California Ave #310			Irvine	CA	92617	
CVR Buyer LLC		5291 California Avenue			Irvine	CA	92617	
CZS Property Management, LLC		211 South Hill Drive, 2Nd Floor	Floor 2		Brisbane	CA	94005	
Daedalus Lift & Access Equipments Private Limited		Gat No. 390, Dehu - Alandi Rd,			Maharashtra		411062	India
Daimler Truck Financial Services Asia. Co. Ltd		Izumi Garden Tower	1-6-1 Roppongi		Tokyo	Minato	106-6090	Japan
Dang Cu Khoa Cao		Address on File						
Daniel Riad		Address on File						
Daniel Zivney		Address on File						
David Hoyt		Address on File						
DC Office of Tax and Revenue		PO Box 96166			Washington	DC	20090	
DCT Valley Drive CA LP	Prologis	680 N. McCarthy Blvd	Suite 100		Milpitas	CA	95035	
Delaware Attorney General	Attn Bankruptcy Department	Carvel State Office Bldg.	820 N. French St		Wilmington	DE	19801	
Department of Treasury - Internal Revenue Service	Internal Revenue Service	1100 Commerce Street, M/S 5027			Dallas	TX	75242	
Department of Treasury - Internal Revenue Service	Internal Revenue Service	P.O. Box 7346			Philadelphia	PA	19101-7346	
Derek Wong-Yee		Address on File						

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Derick Prentice		Address on File						
DeWarren Jefferson		Address on File						
Dhyey Lalseta		Address on File						
Diana Aranda		Address on File						
Disruptive Innovation Fund, L.P.	c/o Rose Park Advisors, LLC	Address on File						
District of Columbia Attorney General	Attn Bankruptcy Department	400 6th St NW			Washington	DC	20001	
DO RFID TAG smart information technology CO,.LTD		#610, Weilaishijie, Nancheng District			Dongguan City, Guangdong Province			China
Dominick Martin		Address on File						
DONALDSON COMPANY INC		1400 WEST 94TH STREET			BLOOMINGTON	MN	55431	
Donaldson Company, Inc.		1400 West 94th Street			Minneapolis	MN	55431	
Dongguan City Yuhuang Electronics Technology Co.,LTD.		Address on File						
Dongguan PUW EPTFE Material Co., Ltd.		Xinfeng Road No.1, Mowu industrial area, Wanjiang district			Dongguan City, Guangdong Province			China
DoorDash Essentials LLC		303 2nd Street	South Tower, Ste 800		San Francisco	CA	94107	
Dreamwork International Investments Ltd.		Address on File						
Drive Sally LLC		2359 Borden Ave			Long Island City	NY	11101	
E and M		126 Mill Street			Healdsburg	CA	95448	
E.Go Mobile Se		LilienthalstraAYe 1			Aachen		52068	Germany
Eagle Protective Services	Private Security Services	156 South Spruce Ave, Suite 208-B			South San Francisco	CA	94080	
EAN SERVICES, LLC	EAN SERVICES LLC	BANKRUPTCY	PO BOX 402383		ATLANTA	GA	30384-2383	
EAN SERVICES, LLC	MARY BUSHYHEAD	14002 E 21ST ST SUITE 1500			TULSA	OK	74134	
EAST BAY MOTORS LLC		2569 Castro Valley Blvd			Castro Valley	CA	94546	
EcoVerse Solutions		250 Benton Ct.			Walnut	CA	91789	
Edson Campos		Address on File						
Eduardo Ramos	Mary E. Olsen	PO Box 3103			Mobile	AL	36602	
Eduardo Ramos		Address on File						
Edward Scarsella		Address on File						
EEI Fund 4 Investment Limited Partnership	c/o Itaru Shiraishi	5-11-1-201 Higashigotanda			Tokyo	Shinagawa	141-0022	Japan
Egicon USA, Inc.		401 N Michigan Ave AE 1720			Chicago	IL	60611	
Eleanor OCallaghan		Address on File						
Electronic Circulation Center		2660 Vista Pacific Drive			Oceanside	CA	92056	
Elektrobit Automotive Americas Inc.		18911 North Creek Parkway	Ste 100		Bothell	WA	98011	
Element Materials Technology		27485 George Merrelli Drive			Warren	MI	48092-2709	
Element Materials Technology Detroit LLC		9987 Carver Rd Suite 400			Blue Ash	OH	45242	
Ellsworth Adhesives & Dispensing Solution		W129 N10825 Washington Drive			Germantown	WI	53022	
Emily Kind		Address on File						
EMIS Solutions Pvt. Ltd.		No. 237 A-5, Hosur Road			Bommasandra Industrial Area	Bangalore	560099	India

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ENEOS Holdings		1-1-2	Otemachi		Tokyo	Chiyoda-ku	100-8162	Japan
ENEOS Innovation Partners Godo Kaisha	c/o ENEOS Holdings, Inc.	Address on File						
Enterprise Rent-A-Car-Enterprise Holdings Inc		Po Box 840173			Kansas City	MO	64184-0173	
Environmental Protection Agency		75 Hawthorne Street			San Francisco	CA	94105	
Eric Delgado		Address on File						
Eric Miller		Address on File						
Eric Miller		Address on File						
Eric Mitchell		Address on File						
Eric Sorensen		Address on File						
Erica Duran		Address on File						
Erick Tinoco-Ontiveros		Address on File						
Erid Pineda		Address on File						
Erique-Joseph Gigante		Address on File						
Ernesto Juan Nanni Vega		Address on File						
Ernesto Mojica		Address on File						
ESPEC North America, Inc		4141 Central Parkway			Hudsonville	MI	49426	
Evan Lemson		Address on File						
EVE Energy North America Corporation		22 Village Pointe Drive			Powell	OH	43065	
Evergreen IT Solutions	Jahel Santos	37390 Centralmont Pl			Fremont	CA	94536	
Evergreen IT Solutions		37390 Centralmont Pl			Fremont	CA	94536	
Expensify Inc		548 Market St #61434			San Francisco	CA	94104	
FABRI-TECH COMPONENTS, INC.		576 SYCAMORE DRIVE			MILPITAS	CA	95035	
Fan Qi Wang		Address on File						
Fastenal Co		2001 Theurer Blvd			Winona	MN	55987	
Fastenal Company		2001 Theurer Blvd			Winona	MN	55987	
Fathom		1050 Walnut Ridge Drive			Hartland	WI	53029	
FBT Gibbons LLP	Attn Mark A. Platt, Esq.	2101 Cedar Springs Road, Suite 900			Dallas	TX	75201	
FCA US LLC	Attn General Counsel	1000 Chrysler Dr			Auburn Hills	MI	48326	
FedEx		942 South Shady Grove Road			Memphis	TN	38120	
Feltis And Feltis		67 Grand St			Redwood City	CA	94062	
Ferre Baztan		Address on File						
Firemans Fund Indemnity Corporation		247 East Front St			Trenton	NJ	08611	
First Insurance Funding		450 Skokie Boulevard			Northbrook	IL	60062	
First Republic Bank	Commercial Loan Servicing	111 Pine St			San Francisco	CA	94111	
Fishel Law Group		602 Sawyer	Suite 400		Houston	TX	77096	
Flexport		760 Market Street	8th Floor		San Francisco	CA	94102	
Foley & Lardner LLP		500 Woodward Ave, Ste 2700			Detroit	MI	48226	
Foley and Lardner LLP	Attn Accounts Receivable	777 E. Wisconsin Avenue			Milwaukee	WI	53202	
Foley and Lardner LLP	Attn Mark Wolfson	100 Tampa Street, Ste. 2700			Tampa	FL	33609	
Forge Architecture		500 Montgomery Street	Suite 2		San Francisco	CA	94111	
Formagrid Inc dba Airtable		799 Market St	Fl 8		San Francisco	CA	94103	
Fortegra Specialty Insurance Company		10751 Deerwood Park Blvd	Ste 200		Jacksonville	FL	32256	

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Francisco Resendes		Address on File						
Franklin Moving Services LLC		Address on File						
Frederick Kellogg		Address on File						
Free2move Iberia S.A.U.		Calle Doctor Esquerdo	62		Madrid		28007	Spain
Free2move SAS		45 rue de la Chaussee dAntin			Paris		75009	France
Frontline Electrical Services		3195 Park Road			Benicia	CA	94510	
Future Electronics	Diane Svendsen	41 - Main Street			Bolton	MA	01740	
Future Electronics	Dina Stefanopoulos	16711 Trans Canada			Kirkland	QC	H9H 3L1	Canada
Future Electronics		Po Box 201404			Dallas	TX	75320	
Gabriel Castillo		Address on File						
Gabriel Clarence		Address on File						
Garrett Remes		Address on File						
GearPower Motor		Address on File						
Gemini Insurance Company		475 Steamboat Rd			Greenwich	CT	06830	
Genesis Building Services, Inc		24 East 4Th Avenue			San Mateo	CA	94401	
Genevieve Love		Address on File						
Gerard Michael		Address on File						
Getzler Henrich & Associates		295 Madison Ave	20th Floor		New York	NY	10023	
Gia Abele		Address on File						
Gibson Manufacturing		917 South Airport Way			Manteca	CA	95337	
Giovanni Catalan		Address on File						
Gopal Hrishikesh Tawade		Address on File						
Gordian Group, LLC	Liam Ahearn	950 Third Avenue, 17th Floor			New York	NY	10022	
Gordon Dere		Address on File						
GP Reeves, Inc.		4551 Holland Ave			Holland	MI	49424	
GPlusMedia		Sotokanda S Bldg. 4F	5-2-1 Sotokanda		Chlyoda-ku	Tokyo	101-0021	Japan
Greenhouse Software, Inc.		18 W 18th St, Fl 9			New York	NY	10011	
Guangdong Senxin Metal Products Co.,Ltd.		8 Zhonghe Rd, Bai Yun Qu	Guang Zhou Shi		Guang Dong Sheng		510540	China
Guardian		10 Hudson Yards			New York	NY	10001	
Hakan Peksen		Address on File						
Hamid Nazeri		Address on File						
Hamid Nazeri		Address on File						
Hamid Schricker		Address on File						
Hamid Schricker		Address on File						
Hammerhead Material Handling		1392 East Deere Avenue	#220		Santa Ana	CA	92705	
Harleen Sohal		Address on File						
Harrington Industrial Plastics		14480 Yorba Ave			Chino	CA	91710	
Harsh Jain		Address on File						
Hashmatullah Haidari		Address on File						
HAWK ELECTRONICS INC		1090 Johnson Dr			Buffalo Grove	IL	60089	
Hector Martinon		Address on File						
Hector Trevino		Address on File						
Helena Monge		Address on File						
HEMI VENTURES FUND I, L.P.		Address on File						
Henry Smith	c/o Jahan C. Sagafi	One California St 12th Fl			San Francisco	CA	94111	
Henry Smith	Mary E. Olsen	PO Box 3103			Mobile	AL	36602	
Henry Smith		Address on File						
Henry Vennard		Address on File						

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Herc Rentals		435 S Van Ness Ave			San Francisco	CA	94103	
Hibiscus 10 LLC	Attn Sebastian Calabro	Address on File						
Hibiscus 10 LLC	c/o Seb Calabro	Address on File						
Hino Motors Ltd.	Attn Kazuo Hayami	1-1 Hinodai 3-chrome			Tokyo	Hino-shi	191-0003	Japan
Hisashi Yoneda		Address on File						
Hitachi Global Air Power		North America Operations	1 Sullair Way		Michigan City	IN	46360	
Hitachi Global Air Power US, LLC	c/o Citibank, N.A.	Lockbox 5138	P.O. Box 660367		Dallas	TX	75266-0367	
Hitachi Global Air Power US, LLC	Hitachi Air Center / California Compression	4659 Las Positas, Suite A			Livermore	CA	94551	
Hitech Circuits		3F, Bldg B5, Zhimeihuizhi Industrial Park, Fuyong, Baoae An Dist			Shenzhen	GuangDong	518103	China
Hochiki America Corporation		7051 Village Dr			Buena Park	CA	90621	
Hochiki Europe		Grosvenor Road, Gillingham Business Park			Gillingham		ME8 0SA	United Kingdom
Hone Venture Fund II, L.P.	c/o CSC Group	Address on File						
Hone Venture Fund II, L.P.		48 Wall Street	11th Floor		New York	NY	10005	
Hong Wai Tsang		Address on File						
HUIZHOU GREETECH ELECTRONICS CO.,LTD (UnionWell Switch)		No.9 Park Avenue, Longmen			Huizhou	Guangdong	516800	China
Ibrahim Hallaj		Address on File						
ifm efector Inc.		PO Box 8538-307			Philadelphia	PA	19171	
ifm efector Inc.		1100 Atwater Dr			Malvern	PA	19355	
Igus, Inc.		Po Box 14349			East Providence	RI	02914	
Infinita Lab Inc.		39899 Balentine Drive Suite 200			Newark	CA	94560	
Insight Direct USA, Inc		2701 East Insight Way			Chandler	AZ	85286	
Insight Direct USA, Inc.	Michael Walker	2701 E. Insight Way			Chandler	AZ	85286	
Intercom Inc		55 Second St, Suite 400			San Francisco	CA	94105	
Internal Revenue Serivce		450 Golden Gate Ave.			San Francisco	CA	94102	
International Bond & Marine Brokerage, LTD.		44 Whippany Road	Suite 109		Morristown	NJ	07960	
Intertek Testing Services N.A Inc		Po Box 405176			Atlanta	GA	30384	
Intrinsic Law Corp.		12 Gill Street, Suite 1900			Woburn	MA	01801	
Inversiones Cielo Alto Corp.	Inversiones Cielo Alto Corp	Level 1, Palm Grove House, Wickhams Cay 1			Road Town	Tortola		BVI
Inversiones Cielo Alto Corp.	Juan Spiniak Irarrazaval	3196 Washington St Apt 7			San Francisco	CA	94115	
Inversiones Cielo Alto Corp.		Address on File						
Inversiones El Monasterio Corp.	Juan Spiniak Irarrazaval	3196 Washington St Apt 7			San Francisco	CA	94115	
Inversiones El Monasterio Corp.		Level 1 Palm Grove House Wickhams Cay 1			Road Town	Tortola		BVI
Inversiones El Monasterio Corp.		Address on File						
iPCB		4F, Bozhi Center Building	Chentian Industry Zone, Xixiang Town		Shenzhen, Baoan District			China
iPCB Circuits Limited	Dag Zhou	4F, 401, Bozhi Center Building	Chentian Industry zo	Xixiang town	Shenzhen	Guangdong	518101	China

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iPCB Circuits Limited		4F, 401, Bozhi Center Building	Chentian Industry Zone, Xixiang Town	Baoan District	Shenzhen	Guangdong	518101	China
Iryna Kruk		Address on File						
Isaiah Wright-Pleasant		Address on File						
J&A GARRIGUES S.L.P.		Plaza de Colon, 2			Madrid		28046	Spain
JAB Group, Inc.		261 Manitoba Grn			Fremont	CA	94538	
Jakari ONeal		Address on File						
Jake Daniels		Address on File						
James Dodge		Address on File						
James McIntyre		Address on File						
James Sasnett		Address on File						
Jamie McMackin		Address on File						
Jan Arriola		Address on File						
Jan Sudra		Address on File						
Janelle MacAya		Address on File						
Jarrell Ivy		Address on File						
Jason Bermudez		Address on File						
JBM Building Maintenance, Inc.	Juan Beltran Martinez	5602 Edgerly St			Oakland	CA	94621	
Jenna Perez		Address on File						
Jenna Perez		Address on File						
Jeremy Isip		Address on File						
Jeriza Ayson		Address on File						
Jerry I. Speyer	Tishman Speyer	Address on File						
Jerry I. Speyer	Vincent Angelico	c/o TSP	45 Rockefeller Plaza - 8th Floor		New York	NY	10111	
Jessica Ling		Address on File						
Jimmy Tam		Address on File						
Jinan Zhuoxing Intelligent Technology Co., Ltd.		C-501, Kehui Building, Shunhua Road, High Tech Zone			Jinan	Shandong	262500	China
Jing Pang		Address on File						
JL Albano Consulting		32737 Artistry Loop			Union City	CA	94587	
Joel Ramos		Address on File						
John Abele		Address on File						
John de Souza		Address on File						
John Louie		Address on File						
Jonah Shapiro		Address on File						
Jones Lang LaSalle Brokerage, Inc.		Aon Center 200 East Randolph Drive			Chicago	IL	60601	
Jordan Goldbloom		Address on File						
Jorge Alberto Rodriguez Garcia		Address on File						
Jorge Lopez Calle		Address on File						
Jose Figueroa-Delgado		Address on File						
Joseph Cunat		Address on File						
Joseph Gleberman		Address on File						
JP Morgan Chase		P O Box 182051			Columbus	OH	43218	
Juan Ernesto Vega Nanni		Address on File						
Juan Irarrazaval Spiniak		Address on File						
Justin Dallas		Address on File						

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Kaier Wo Prototyping Co., Ltd		No.3, 6th Industrial Zone, Mashantou Community	Gongming Street, Guangming new District		Shenzhen		518106	China
Kaiser Permanente		1 Kaiser Plz 19th Floor			Oakland	CA	94612	
Kalil Hernandez-Santos		Address on File						
Kanchana Aarumugamangalam		Address on File						
Kanden E-House Co, Ltd.		3F Aqua Dojima NBF Tower, 1-4-16 Dojimahama			Kita-ku	Osaka	530-0004	Japan
Karbone Energy LLC		675 Third Ave	31st Floor		New York	NY	10017	
Karla Tellez		Address on File						
Karthik Somasundaram		Address on File						
Karuppiah Karuppiah		Address on File						
Kat Taylor Revocable Trust Taylor	Attn Kat Taylor	Address on File						
KCC/Verita Global, LLC		222 N. Pacific Coast Highway	3rd Floor		El Segundo	CA	90245	
Keith Jackson		Address on File						
Keith Thomas		Address on File						
Keith Thomas		Address on File						
Kenji Bowers		Address on File						
Kenji Bowers		Address on File						
Kenji Niwa		Address on File						
Kenneth Jimenez		Address on File						
Kern County Assessor Office		1115 Truxtun Avenue			Bakersfield	CA	93301	
Khaled Hassounah		Address on File						
Kilroy Realty Corporation		12200 West Olympic Blvd	Suite 200		Los Angeles	CA	90064	
Kimberly Rosenberg		Address on File						
Kimco Realty Corporation- Stevens Creek Blvd		P.O. Box 30344			Tampa	FL	33630	
Kimley-Horn and Associates, Inc.		421 Fayetteville St, Suite 600			Raleigh	NC	27601	
Kinan Rabbat		Address on File						
Kinjal Dedhia		Address on File						
Kisi		45 Main St.			Brooklyn	NY	11201	
Kory McKiou		Address on File						
KR 100 Hooper LLC	Kilroy Realty Corporation	12200 West Olympic Blvd	Suite 200		Los Angeles	CA	90064	
KR 100 Hooper, LLC	Attn Ivan M. Gold	Allen Matkins Leck Gamble Mallory & Natsis LLP	Three Embarcadero Center, 12th Floor		San Francisco	CA	94111	
KR 100 Hooper, LLC	Attn Revenue Accounting	12200 West Olympic Blvd Suite 200			Los Angeles	CA	90064	
KR 100 Hooper, LLC	c/o Michael Schmitt	12200 West Olympic Blvd Suite 200			Los Angeles	CA	90064	
Kraus Investment Partners LLC		Address on File						
Kuka Robotics Corporation		6600 Center Drive			Sterling Heights	MI	48312	
Kunshan Huaqiao Town Torsion Machinery Equipment Business Department	Zhang Pan	1-1-805, WorkshopII, No.8 Tanhu 1st Road	Canglong Island	Jiangxia District	Wuhan City, Hubei Province		430205	China
Kuo Greg		Address on File						
Kyle Criley		Address on File						
Kyle Labaro		Address on File						
Lac Lieu		Address on File						
Laike Mohammad		Address on File						

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Landmark American Insurance Company		945 East Paces Ferry Road NE	Ste 1800		Atlanta	GA	30326	
Law Offices of Jeremy Paternak		100 Bush St., Suite 1580			San Francisco	CA	94104	
Lawrence Chang		Address on File						
LEIGU TECH		ChangKeGuoJi 505, Road No.1	China South City		Shenzhen	Guangdong	518000	China
Levi Tillemann-Dick		Address on File						
Lexon Insurance Company	c/o Sompo International Holdings Ltd.	Waterloo House, 100 Pitts Bay Road			Pembroke		HM 08	Bermuda
LG Energy Solution		Tower1, Parc1, 108, Yeouidae-Ro			Seoul, Yeongdeungpo-gu			South Korea
Lindsay Stone		Address on File						
Lishui City Yongrun Precision Machinery Co., Ltd		No. 6 Fengling Street, Economic Development Zone			Lishui	Zhejiang	323000	China
Locked in Fire & Engineering		25 Crescent Dr #A138			Pleasant Hill	CA	94523	
Lockton Companies, LLC		1600 Market Street	Suite 3400		Philadelphia	PA	19103	
Lou Shrinkle		Address on File						
Luco Pedicone		Address on File						
LUIS A CABALLERO- B & A Towing		Address on File						
Luke Wilson		Address on File						
Luz Aguayo		Address on File						
Mactech Corporation	Attn Wenpin Kuo	No 89, Lane 36, Sec. 2 Tanxing Rd	Tanzi District		Taichung City		427	Taiwan
Mactech Corporation		No. 89, Lane 36, Section 2, Tanshin Road, Tanzi District			Taichung	Taiwan	427	R.O.C.
MacTech Corporation		N0.89, Lane 36, Sec. 2, Tanshin Rd, Tanzi Dist.			Taichung City			Taiwan
Makipos Electronics Co., Ltd		Intracom 2 Tower, No. 33 Cau Dien Street	Phuc Dien	Bac Tu Liem	Bac Tu Liem			Vietnam
Maleny Sanchez		Address on File						
Manish Nimeet Doshi		Address on File						
Manuel Fernandez Cereijido		Address on File						
Marc Swanson		Address on File						
Marches Light Alloy	Jasmine Mirzaei	18653 Ventura Blvd #107			Tarzana	CA	91356	
Marches Light Alloy		Av. Guadalajara 95A			Acatlan de Juarez	Jalisco	45713	Mexico
MARCHESI LIGHT ALLOY		9300 Metcalf Avenue			Overland Park	KS	66212	
Marciela Guerrero Santo	c/o Lankenau & Miller LLP	Stuart J. Miller	100 Nassau St 8th Fl		New York	NY	10007	
Mariaelena Orrantia		Address on File						
Marianella Causo Cateriano		Address on File						
Maricela Guerrero Santo	Mary E. Olsen	PO Box 3103			Mobile	AL	36602	
Maricela Santo Guerrero		Address on File						
Mark Ibrahim		Address on File						
Marqose Saephan		Address on File						
Marti Ann Meyerson EDS Trust	Attn Marti Meyerson	Address on File						
Martin Rich Espiritu		Address on File						
Matthew Gough		Address on File						
Matthew Gough		Address on File						
Matthew McGovern		Address on File						
Matthew McGovern		Address on File						

Exhibit D
Creditor Matrix Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Matthew Regidor		Address on File						
Matthew Sbarra		Address on File						
Matthew Wimmer		Address on File						
Maxim Integrated Products Inc.		160 Rio Robles			San Jose	CA	95134	
Maxim Zolotarev		Address on File						
Maya Padmalayam		Address on File						
Maya Padmalayam		Address on File						
McMaster-Carr Supply		9630 Norwalk Blvd			Santa Fe Springs	CA	90670	
McMaster-Carr Supply Co		9630 Norwalk Blvd			Santa Fe Springs	CA	90670	
McMaster-Carr Supply Co		PO Box 7690			Chicago	IL	60680	
Meadville Technologies Company Limited		2 On Yiu Street, Metropole Square	Room 1-6, 17-19, 19/F		Shatin, New Territories	Hong Kong		China
Mecatronic		Address on File						
Mega Clean LLC		1222 Harrison St, 2321			San Francisco	CA	94103	
Meinhardt Japan Inc.	c/o Meindhardt Group	Address on File						
Melissa Anies		Address on File						
Mercury		555 W Imperial Hwy			Brea	CA	92821	
Merit Assembly		5120 Mowry Ave			Fremont	CA	94538	
Mervyn-Jeromme Castillo		Address on File						
Metro Elevator Northern California, Inc.		125 Mason Cir.	Suite E		Concord	CA	94520	
MGA Research Corporation	Susan Stone	12790 Main Road			Akron	NY	14001	
MGA Research Corporation		Box 689916			Chicago	IL	60695	
Michael Jeung		Address on File						
Michael Schmelzer		Address on File						
Micrometals		5616 East La Palma Ave			Anaheim	CA	92807	
Miguel Conde		Address on File						
Ming Wai Tsang		Address on File						
MingChing Industrial Co., ltd		Dongsen Building, Nanlian, Longgang District	RM13A07-08		Shenzhen City, Guangdong Province		518116	China
MiniTec Automation, LLC-DBA Flotronics Inc		7214 Gateway Park Dr.			Clarkston	MI	48346	
MiniTec Framing Systems, LLC		5602 County Road 41			Farmington	NY	14425	
Misa Haring		Address on File						
misumi		26797 Network Place			Chicago	IL	60673	
Mitchell Williams		Address on File						
Mitsubishi Corporation		1-21, Shibaura 3-chrome	Minato-ku		Tokyo		108-8410	Japan
Mitsubishi Fuso Truck and Bus Corporation		10 Ohkura-cho	Nakahara-ku		Kawasaki	Kanagawa	211-8522	Japan
Mitsubishi Motors Corporation	Attn Kimio Yatabe	1-21, Shibaura 3-chrome	Minato-ku		Tokyo		108-8410	Japan
MKB Partners Fund II International, Limited Partnership		1 Place Ville Marie	Suite 3670		Montreal	QC	H3B 3P2	Canada
MKB Partners Fund II, Limited Partnership		1 Place Ville Marie	Suite 3670		Montreal	QC	H3B 3P2	Canada
MKB Partners Fund II, Limited Partnership MKB Partners Fund II International, Limited Partnership	Ken Mackinnon	1 Place Ville Marie, Suite 3670			Montreal	QC	H3B 3P2	

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MKB Partners Fund II, Limited Partnership MKB Partners Fund II International, Limited Partnership	Saul Muskin	1 Place Ville Marie, Suite 3670			Montreal	QC	H3B 3P2	
Mohamed Eissa		Address on File						
Mohamed Elzaki		Address on File						
Mohammad Seyed Razavi		Address on File						
Monish Sunku Prabhakar		Address on File						
Monkeybrains		933 Treat Ave			San Francisco	CA	94110	
Moore Strategic Ventures, LLC		11 Times Square	38th Floor		New York	NY	10036	
More Anish		Address on File						
Motif Engineers PVT. LTD.		Plot No. 390 Road No 9	Ahmedabad		Gujarat		382415	India
Mountz Inc		1080 North 11Th Street			San Jose	CA	95112	
Mutual of Omaha		3300 Mutual of Omaha Plaza			Omaha	NE	68175	
MyHeatSinks, Inc.		PO Box 2187			Livermore	CA	94551-2187	
NASA ELECTRONICS		1970 NW 129th Ave Ste 108			Miami	FL	33182-2399	
Nathan Tang		Address on File						
New Ground Ventures II, LP	NGV Management, LLC	855 El Camino Real, Suite 13A-348			Palo Alto	CA	94301	
New Ground Ventures II, LP		855 El Camino Real	Ste. 13A-348		Palo Alto	CA	94301	
New Hampshire Department of Revenue Administration		PO Box 1265			Concord	NH	03302	
Newland Ventures		230 Park Avenue Floor 10			New York	NY	10169	
Newstart Motion		#988 EAST TONGFENG RD.			KUNSHAN		215300	CHINA
NGV Co Investment Fund LP	NGV Management, LLC	855 El Camino Real, Suite 13A-348			Palo Alto	CA	94301	
NGV Co-Investment Fund, LP		855 El Camino Real	Ste. 13A-348		Palo Alto	CA	94301	
Niamatullah Shams		Address on File						
Nicholas Geddes		Address on File						
Nikhil Raina		Address on File						
NINGBO CHAOYUE NEW MATERIAL TECHNOLOGY CO., LTD		No.10 Chuangxin Road	Xiao Caoe Town	Ningbo	Zhejiang			China
Nishad Kelkar		Address on File						
NL Holding Company, LLC-G & N PRODUCE Nam Lam		375 3Rd St			Oakland	CA	94607	
Nolan Ramirez		Address on File						
NOR-CAL SUPPLY COMPANY, INC.		840 Doolittle Drive			San Leandro	CA	94577	
NORD GEAR CORPORATION		Nord Gear Corporation	29287 Network Place		Chicago	IL	60673-1292	
Norman Kwong		Address on File						
Oak Road Investment Partners LLC		3470 Mt. Diablo Blvd.	Suite A-205		Lafayette	CA	94549	
Omar Mohamed Elzaki		Address on File						
Opus Packaging	Sheryl Garlick	6995 Southbelt Dr SE	PO Box 30516		Caledonia	MI	49316	
Opus Packaging		Dept. 6078	P.O. Box 30516		Lansing	MI	48909-8016	
Orhan Baran		Address on File						

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Ozen Engineering, Inc.		1210 E Arques Ave #207			Sunnyvale	CA	94085	
Pacific International Bearing Sales, Inc (PIB)		33258 Central Ave			Union City	CA	94587	
Pans Junction Investments, LLC		301 Brentwood Ave			San Francisco	CA	94127	
Paola Anjeli Alvarez Estrada		Address on File						
Paolo Pier Masutto		Address on File						
Paragon Brokers		27 Reid St			Hamilton	HM	11	Bermuda
Paymon Shariat-Panahi		Address on File						
Pete Ort		Address on File						
Peter Wong		Address on File						
PG&E		2075 Woodside Rd			Redwood City	CA	94061	
Phobal 1 LLC	Attn David Kirschner	Address on File						
Phobal 1 LLC	c/o Corporate Creations Network Inc.	Address on File						
Phobal 2 LLC	Attn David Kirschner	Address on File						
Phobal 2 LLC	c/o Corporate Creations Network Inc.	Address on File						
Pierre Montet		Address on File						
Pillsbury Winthrop Shaw Pittman LLP		609 Main Street	Suite 2000		Houston	TX	77002	
Pixma Holdings Ltd		Kirchstrasse 39 940			Vaduz			Liechtenstein
PORTAINER.IO LTD		Po Box 317112	Hobsonville		Auckland		0664	New Zealand
Prakash Ravikumar		Address on File						
Pramod Vipraja Patil		Address on File						
Prateek Alat		Address on File						
Pratik Jadhav		Address on File						
Prerna Sarkar		Address on File						
Prima Operaciones		Av. Paseo de la Reforma 560	OF-1005		Ciudad de Mexico (Miguel Hidalgo)		11000	Mexico
Prologis L.P.		1800 Wazee St			Denver	CO	80202	
Prologis Targeted U.S. Logistics Fund LP (AMB Fund III Mosaic, LLC		1800 Wazee St			Denver	CO	80202	
Prologis, Inc.		1800 Wazee St	Ste 500		Denver	CO	80202	
Promat Inc.		1731 Fred Lawson Dr			Maryville	TN	37801	
Promevo Holdings Inc		1720 Wildcat Blvd S, Ste 200			Burlington	KY	41005	
Provigil		PO Box 677107			Dallas	TX	75267	
PSA Automobiles S.A.		Calle Eduardo Barreiros	110 - KM 7 28041		Madrid			Spain
PT Heatsink		2033 Gateway Place	Suite 500		San Jose	CA	95110	
PTT Public Company Limited		Address on File						
Putnam Automotive, Inc.		3 California Dr			Burlingame	CA	94010	
Qingdao Huarui Hardware Products Co., Ltd.	Da Xin Zhen Nan Wang	Jia Zhuang Cun	Jimo District		Qingdao	Shandong		China
Qingdao Huarui Hardware Products Co., Ltd.		South Wangjiazhuang Village, Daxin Town, Jimo			Qingdao	Shandong	266229	China
Qingdao Huarui Hardware Products Co., Ltd.		Wanli International Plaza, Building A	Room 1309		Jimo, Qingdao			China
QMN - Zhongshan MingRuo Metal Products Co., LTD		No.169, Fourth Qianjin Road, Tanzhou Town			Zhongshan City			China
Quanta Laboratories		3199 De La Cruz Blvd			Santa Clara	CA	95054	

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Quinn Purificato		Address on File						
R & S Erection North Peninsula, Inc		133 S Linden Ave			South San Francisco	CA	94080	
Raghunandan Maram		Address on File						
Raghunandan Maram		Address on File						
Rahman Abid Kodakkadan		Address on File						
Raymond Handling Concepts Corp		41400 Boyce Rd			Fremont	CA	94538-3113	
Raymond Leasing Corporation		22 South Canal Street			Greene	NY	13778	
Recology Sunset Scavenger		250 Executive Park Boulevard	Ste 2100		San Francisco	CA	94134	
Redwood Materials, Inc.	Attn Colin Campbell	2800 Lockheed Way			Carson City	NV	89706	
Redwood Materials, Inc.	Corporate Service Company (CSC)	Alma Chao	251 Little Falls Drive		Wilmington	DE	19808	
Redwood Materials, Inc.	Legal Department	Redwood Materials	2801 Lockheed Way		Carson City	NV	89706	
Reliance Trust Company		110 Abernathy Road	Suite 400		Atlanta	GA	30328	
Rene Del Toro		Address on File						
Repsol Energy Ventures S.A.U.	Gema Garcia Gonzalez	Calle de Mendez Alvaro 44			Madrid		28045	Spain
Repsol Energy Ventures, S.A.		Mendex Alvaro 44			Madrid		28042	Spain
Republic Services		2901 Industrial Ct			Fairfield	CA	94533	
Reuben, Junius & Rose, LLP		One Bush St, Suite 600			San Francisco	CA	94104	
Rhonda Giannini		Address on File						
Richard Li		Address on File						
Riveron Consulting, LLC		2515 Mckinney Ave			Dallas	TX	75201	
Roanoke Insurance Group Inc		1501 E. Woodfield Rd	Suite 400W		Schaumburg	IL	60173	
Roanoke Trade Services Inc		100 W. Broadway	Suite 510		Long Beach	CA	90802	
Rob Hovland		Address on File						
Robert Hovland		Address on File						
Robert Linck		Address on File						
Robert Pouard		Address on File						
Robert Rehberg		Address on File						
Robert Todd Lincoln, Charles Schwab & Co. Inc., Cust IRA Rollover		Address on File						
Robin Neustein		Address on File						
Rodrigo Garcia Linares		Address on File						
Rohit Rawat		Address on File						
Rotem Berger		Address on File						
RSM US LLP		5155 Paysphere Circle			Chicago	IL	60674-0051	
RT Specialty - Chicago		500 W Monroe	30th Floor		Chicago	IL	60661	
Ryan Devine		Address on File						
Ryan Waterman		Address on File						
Sa Martinez		Address on File						
Sabrina Ohanian	c/o The Gardner Firm, P.C.	M. Vance McCray	182 St. Francis St Ste 103		Mobile	AL	36602	
Sabrina Ohanian	Mary E. Olsen	PO Box 3103			Mobile	AL	36602	
Sabrina Ohanian		Address on File						
Sabrina Ohanian, Henry Smith and Maricela Guerrero Santo on Behalf of Themselves and All Others Similarly Situated	Mary E. Olsen	PO Box 3103			Mobile	AL	36602	

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SABRINA OHANIAN, HENRY SMITH, and MARICELA GUERRERO SANTO on behalf of themselves and all other persons similarly situated	Jahan Sagafi	Outten & Golden LLP	One California St, 12th Fl		San Francisco	CA	94111	
SABRINA OHANIAN, HENRY SMITH, and MARICELA GUERRERO SANTO on behalf of themselves and all other persons similarly situated	Mary Olsen, M. Vance McCrary	The Gardner Firm, P.C.	182 St. Francis St, Ste 103		Mobile	AL	36602	
SABRINA OHANIAN, HENRY SMITH, and MARICELA GUERRERO SANTO on behalf of themselves and all other persons similarly situated	Stuart Miller	Lankenau & Miller LLP	100 Nassau St, 8th Fl		New York	NY	10007	
Saideep Vollala		Address on File						
Samba TV		118 King St			San Francisco	CA	94107	
San Francisco City Option		Po Box 7720			San Francisco	CA	94120	
San Francisco Public Utilities		525 Golden Gate Ave	SFPUC Headquarters		San Francisco	CA	94102	
San Mateo County Assessor		555 County Center	1st Floor		Redwood City	CA	94063	
San Mateo County Tax Collector		Po Box 45901			San Francisco	CA	94145	
Sanjeev Mehra Irrevocable Gift Trust	Sanjeev Mehra	Address on File						
SAP Concur		Address on File						
Sarderval Spain S.L.U		Calle Luis I	54		Madrid		28031	Spain
Saroj Shrestha		Address on File						
SAVINO DEL BENE USA INC	Attn Andrew R. Spector	c/o Spector Rubin, P.A.	3250 Mary Street, Suite 405		Miami	FL	33133	
Savino Del Bene USA Inc	Attn Troy Geisser	c/o Spector Rubin, P.A.	11 Broadway, Suite 615		New York	NY	10004	
SAVINO DEL BENE USA INC	c/o Robert Borak	Spector Rubin, P.A.	3250 Mary Street, Suite 405		Miami	FL	33133	
SAVINO DEL BENE USA INC		34 Englehard Ave			Avenel	NJ	07001	
Savino del Bene USA Inc.	Robin Scott	34 Englehard Ave			Avenel	NJ	07001	
Savino del Bene USA Inc.	Savino del Bene USA- San Francisco	Lima Zawaideh	400 Oysterpoint Blvd Suite 112		San Francisco	CA	94080	
Schneider Wallace Cottrell Kim LLP		2000 Powell Street, Suite 1400			Emeryville	CA	94608	
Scott Haessly		Address on File						
Sean Kearney		Address on File						
Seaport Parkway LP	CZS Property Management LLC	211 S Hill Dr	2nd Floor		Brisbane	CA	94005	
Seaport Parkway, LP	Alex Cartlidge	211 South Hill Drive, 2nd Floor			Brisbane	CA	94005	
Seedco Capital		Address on File						
Seela Haidari		Address on File						
SENKO (U.S.A.) INC.		450 East Devon Avenue			Itasca	IL	60143	
Sequoia		1850 Gateway Drive			San Mateo	CA	94404	
Sequoia One PEO, LLC		350 W. Washington St	Suite 301		Tempe	AZ	85288	
Seyed Mohammad N Razavi		Address on File						
SF Fire Department		698 - 2nd Street			San Francisco	CA	94107	
SGS North America Inc.		151 James Dr W			Saint Rose	LA	70087	
Shaquise Alexander		Address on File						
Shaun-Austin Ross		Address on File						

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Shell Ventures LLC		150 N. Dairy Ashford Rd.			Houston	TX	77079	
Shen Zhen Mai Jin Metal Works Co.,Ltd.		Baoneng Technology Park	Qinghu Village, Qinghu Community	Longhua Street, Longhua District	Shenzhen City, Guangdong Province			China
SHENZHEN ALINKTEK CO.,LTD		Floor 3, Building H, Huachuangda	Business Center, Xinghua No.1 Rd 42#		Shenzhen			China
Shenzhen Ameixin Plastic Co., Ltd		2F, Building D, Dingfeng Hi-tech Park, Shapuwei	Songgang Street		Shenzhen	Guangdong		China
Shenzhen Aperture Technology Co., Ltd		410-C025, China Merchants Port Plaz A, No.1	Gongye 3rd Street, Shekou		Shenzhen			China
Shenzhen Infypower Co., Ltd.		1st Floor, No. 1, Linoya Industrial Park	Tangtou No.1 Road, Shiyan Street	Baoan District	Shenzhen	Guangdong	518108	China
ShenZhen XinHaiWang Technology Co., Ltd		Xiumei Building, Jinxiudongfang, Longgang Center City	#15C		Shenzhen		518172	China
Shiv Chopra		Address on File						
Shivam Shetty		Address on File						
Sicheng Zou		Address on File						
SIERRA Productions B.V.		Jan Kiststraat 189 1018 PM	Noord-Holland		Amsterdam			Netherlands
Sijie Zhou		Address on File						
Silicon Valley Disposition, Inc.		3 E 3rd Ave			San Mateo	CA	94401-4010	
SILVEIRA AND SONS INC- 701 International Blvd Lease		499 Embarcadero	45670		Oakland	CA	94606	
Silver Fern Chemical Inc		121 West De La Guerra Street, Suite B			Santa Barbara	CA	93101	
SingerLewak		10960 Wilshire Boulevard	Floor 7th		Los Angeles	CA	90024	
Slamtec		Room 601, 6th Floor, Kailong Technology Building	Building 3, No. 6, Lane 3158	Longdong Avenue	Shanghai			China
Smart Vietnam		Address on File						
Smartsheet		500 108th Ave NE, #200			Bellevue	WA	98004	
Smriti Jha		Address on File						
SMRT Ventures Pte Ltd		Address on File						
Sonic		2260 Apollo Way			Santa Rosa	CA	95407	
Souparna Gangopadhyay		Address on File						
South San Francisco Fire Department		480 N Canal St			South San Francisco	CA	94080	
South San Francisco Scavenger Company, Inc.		500 E Jamie Ct			South San Francisco	CA	94080	
Star Engineering & Electronics		One Vaillancourt Drive			North Attleboro	MA	02763	
State Energy Resources Conversation and Development Commission	Nzube Okemiri	715 P St	Ms-18		Sacramento	CA	95814	
State of California Department of Industrial Relations	Labor Commissioners Office	455 Golden Gate Avenue	9th Floor, Suite 9628		San Francisco	CA	94102-3660	
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION		1120 N Street			Sacramento	CA	95814	
State of California Franchise Tax Board		PO Box 1286			Rancho Cordova	CA	95741	

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Stellantis Europe S.p.A	Attn Marco Toniutti	Corso Agnelli 200			Torino		10135	Italy
Stellantis Europe S.p.A.	Attn Doron Yitzchaki, Esq.	Dickinson Wright PLLC	350 S. Main Street Suite 300		Ann Arbor	MI	48104	
Stellantis Ventures B.V.	Attn Executive Board Member	Taurus Avenue 1			Hoofddorp		2132 LS	Netherlands
Stephanie Blankley		Address on File						
Stephen Liu		Address on File						
Steven Engineering		230 Ryan Way			South San Francisco	CA	94080	
Steven L Shrinkle		Address on File						
Stratasys Direct Manufacturing		29185 Network Place			Chicago	IL	60673	
Summi Rizvi		Address on File						
Summit AR		12201 Champlin Dr			Champlin	MN	55316-1930	
Sun Roofing & Construction Company, Inc. (Premier Roofing Supply Inc.)		8803 G St			Oakland	CA	94621	
Sunbelt Rentals		1799 Innovation Point	PO BOX 409211		Fort Mill	SC	29715	
Sung Chan Cho		Address on File						
Sunil Bhilotra		Address on File						
Surya Auroprem		Address on File						
Susan E. Shrinkle-Emmons		Address on File						
Susan Surapruik		Address on File						
Suyash Enterprises		W-222, MIDC Area, Ambad			Nashik, Maharashtra		422010	India
Suyash Pandya		Address on File						
Suyash Yogen Pandya		Address on File						
Suzhou Dasen Electronics Material Co., Ltd.		Lvjing Business Center, No.199 Tayun Road	Yuexi, Wushong Dis., Suzhou		Jiangsu			China
Swope Design Solutions		150 Hooper St. Unit 101			San Francisco	CA	94107	
Sybridge		265 Spring Lake Dr			Itasca	IL	60143-3203	
Tafapolsky & Smith LLP		33 New Montgomery Street	Ste 1400		San Francisco	CA	94105	
Tamarack FI Ample I LLC		30 Beechcroft Road			Greenwich	CT	06830	
Tamarack Global Opportunities I LP		30 Beechcroft Road			Greenwich	CT	06830	
Tamarack Global Opportunities LLP		30 Beechcroft Road			Greenwich	CT	06830	
Tannar Veatch		Address on File						
Tatsuya Tasaki		Address on File						
Taylor-Connor Partnership	Bob Connor	8717 G. Street			Oakland	CA	94621	
Taylor-Connor Partnership		8717 G St.			Oakland	CA	94621	
TCR Advanced Engineering Pvt. Ltd. (India)		250-252/9, GIDC Estate, Makarpura	Vadodara		Gujarat		390010	India
Teja Vanteddu		Address on File						
Teknic Inc		7650 Omnitech Place			Victor	NY	14564	
Temirlan Razak		Address on File						
Texas Comptroller of Public Accounts		111 East 17th St	Lyndon B. Johnson State Office Building		Austin	TX	78774	
TGM I, A SERIES OF TGM FUNDS, LP		Address on File						
The Boston Consulting Group, Inc.		200 Pier 4 Boulevard			Boston	MA	02210	
The Delaware Department of State Divison of Corporations		PO Box 898			Dover	DE	19903	

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The Fire Consultants, Inc.		2890 North Main Street, Suite 210			Walnut Creek	CA	94597	
The Kitchens Inc. DBA Forkable		5214F Diamond Heights Blvd			San Francisco	CA	94131	
The MathWorks Inc.		3 Apple Hill Dr			Natick	MA	01760	
The Olander Company, Inc.		144 Commercial St			Sunnyvale	CA	94086	
The Pape Group Inc		355 Goodpasture Island Rd			Eugene	OR	97401	
The Pape Group Inc- Pape Material Handling Inc		355 Goodpasture Island Rd			Eugene	OR	97401	
Thermo Heating Elements, LLC		273 Langston Road			Piedmont	SC	29673	
Thomas Degen		Address on File						
Thomas Ly		Address on File						
ThreeBond International, Inc.		6184 Schumacher Park Drive			West Chester	OH	45069	
Tienchai Wirojsaksaree		Address on File						
Timmathy Koy		Address on File						
TMI Associates		106-6123 6-10-1 Roppongi	Tokyo Roppongi Hills Mori Tower 23rd Floor		Minato-ku	Tokyo		Japan
Todd Meeks		Address on File						
Todd Perry		Address on File						
Tongrun International		2501 Pecan Street			Bonham	TX	75418	
Total Quality Logistics (TQL)		1701 Edison Drive	PO Box 63569		Milford	OH	45150	
Toyota Equipment Finance	RJMS Corporation	6999 Southfront Rd			Livermore	CA	94551	
Toyota Industries Commercial Finance Inc.	c/o Weltman, Weinberg & Reis Co., LPA	5990 West Creek Rd., Suite 200			Independence	OH	44131	
Toyota Industries Commercial Finance Inc.		8951 Cypress Waters #300			Coppell	TX	75019	
Toyota Industries Commercial Finance, Inc	RJMS Corporation	6999 Southfront Rd			Livermore	CA	94551	
Toyota Industries Commercial Finance, Inc		Po Box 660926			Dallas	TX	75266	
Toyota Industries Commercial Finance, Inc		6999 Southfront Rd			Livermore	CA	94551	
TOYOTA MATERIAL HANDLING NORTHERN CA		6999 Southfront Road			Livermore	CA	94551	
Toyota Motor Corporation	Attn Kunihiko Sakata	1 Toyota-cho			Toyota	Aichi	471-8572	Japan
TQL Global, LLC	Attn Joseph Wells	c/o Total Quality Logistics	4289 Ivy Pointe Blvd		Cincinnati	OH	45245	
TQL Global, LLC	Dinsmore & Shohl LLP	Yosina M. Lissebeck	655 West Broadway, Ste 800		San Diego	CA	92101	
Transform Ample, LP		Address on File						
Trevor Meredith		Address on File						
Trevor Watson		Address on File						
TRIREC Ample Pte Ltd		Address on File						
Tristan Oleynik		Address on File						
Troy Lingle		Address on File						
TRS International Mfg., Inc		27152 Burbank			Foothill Ranch	CA	92610	
Trumony Aluminum Limited		D-7, Dongchuang Sci&Tech Park Jinfeng Road			Suzhou		215000	China
Tsadok Shvo		Address on File						
Tungking See		Address on File						

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TUV Rheinland of North America, Inc.		Box 392672			Pittsburgh	PA	15251-9672	
TUV SUD America		1866 New Energy Way			Auburn Hills	MI	48326	
TUV SUD America Inc		401 Edge Water Pl Ste 500			Wakefield	MA	01880	
Twelve Bridge Capital		602 Sawyer Suite 400			Houston	TX	77096	
Twenty-fourth 750, LP	Alex Cartlidge	211 South Hill Drive, 2nd Floor			Brisbane	CA	94005	
U.S. Attorney Office, Southern District of Texas		1000 Louisiana	Suite 2300		Houston	TX	77002	
U.S. Bank Equipment Finance	Insurance Department	1310 Madrid St			Marshall	MN	56258	
U.S. Bank Equipment Finance	The Pape Group- Pape Material Handling Inc	355 Goodpasture Island Rd			Eugene	OR	97401	
U.S. Bank, N.A. d/b/a U.S. Bank Equipment Finance	U.S. Bank Equipment Finance	1310 Madrid Street			Marshall	MN	56258	
U.S. Bank, N.A. d/b/a U.S. Bank Equipment Finance	U.S. Bank Equipment Finance	PO Box 954238			St. Louis	MO	63195	
U.S. Environmental Protection Agency	Office of General Counsel	1200 Pennsylvania Ave NW	2310A		Washington	DC	20460	
Uber Technologies Inc.		1515 Third St			San Francisco	CA	94158	
Uber Technologies, Inc.	c/o Gregg M. Ficks, Esq.	Coblentz Patch Duffy and Bass LLP	One Montgomery Street Suite 3000		San Francisco	CA	94104	
UL LLC		333 Pfingsten Rd			Northbrook	IL	60062	
UL Solutions		333 Pfingsten Road			Northbrook	IL	60062	
ULTRA CORPOTECH PRIVATE LIMITED		Gat No. 854 to 863 & 776, Nighoje Kuruli Road Nighoje, Chakan, Pune			Maharashtra		410 501	India
United of Omaha Life Insurance Company		3300 Mutual of Omaha Plaza	CSO Agency Service		Omaha	NE	68175	
United Rentals (North America) Inc		Po Box 051122			Los Angeles	CA	90074	
UPS Supply Chain Solutions, Inc.		55 Glenlake Parkway, NE			Alpharetta	GA	30328	
Ursula Cateriano		Address on File						
US Customs and Border Protection		33 New Montgomery St	16th Floor		San Francisco	CA	94105	
US Department of Homeland Security		2707 Martin Luther King Jr Ave SE			Washington	DC	20528-0525	
US Department of Justice	US Attorney General	950 Pennsylvania Ave.			Washington	DC	20530	
Usenda		No. 7, Lijing Road, Jiangbei New Area, Nanjing			Jiangsu		210032	China
Usman Khan		Address on File						
VALUEGREAT(HUI ZHOU)TECHNOLOGY CO.,LTD		No.21 Huanqiao South Road, Chenjiang			Huizhou			China
Varsavsky Axel Springer GMBH & Co. KG		Avenida de Europa 4	Planta 1		Madrid			Spain
Vavakakala Palutea Maafu		Address on File						
Venkel Ltd.		5900 Shepherd Mountain Cove, Building 1			Austin	TX	78730	
Vighnesh Rane		Address on File						
Vikas Gupta		Address on File						
Violin Technologies		MEPZ Special Economic Zone SDF - II (lots 1,2,3,4,20,21)			Tambaram, Chennai	Tamil Nadu	600045	India

Exhibit D
Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Violin Technologies Private Limited	Trey A. Monsour	Fox Rothschild LLP	2501 N. Harwood St., Suite 1800		Dallas	TX	75201	
Violin Technologies Private Limited		MEPZ Special Economic Zone SDF-II (Plot 1,2,3,4,20 and 21)	Kadaperi, Tambaram Chennai		Tamil Nadu India		600045	India
Vision supply		5113 Dalmeny Ct			Columbus	OH	43220	
Vivek Shah	American Arbitration Association	120 Broadway Floor 21			New York	NY	10271	
Vivek Shah		Address on File						
VSC Consulting Service Inc		548 Market St. #78287			San Francisco	CA	94104	
VSC Consulting Services, Inc		76 2Nd Street			San Francisco	CA	94105	
Wai Hong Tsang		Address on File						
Wai Ming Tsang		Address on File						
Washington Attorney General	Attn Bankruptcy Department	800 Fifth Ave.	Ste 2000		Seattle	WA	98104	
Washington State Department of Revenue		2101 4th Ave.	Suite 1400		Seattle	WA	98121	
Webasto Thermo & Comfort North America, Inc.		15083 North Road			Fenton	MI	48430	
weConnect		Address on File						
WHACHINE BROTHERS LTD.		Building #7,Incubation Zone, No.2 Jingtang Road. East District			Wenling City		217511	China
Willaim Peronilla	Mary E. Olsen	PO Box 3103			Mobile	AL	36602	
William Bentley		Address on File						
William Peronilla		Address on File						
William Stopczynski	Mary E. Olsen	PO Box 3103			Mobile	AL	36602	
William Stopczynski		Address on File						
William Thompson		Address on File						
WilmerHale	Attn Finance Client Accounting	PO Box 724-8760			Philadelphia	PA	19170	
WilmerHale	Attn George W. Shuster, Jr.	7 World Trade Center, 250 Greenwich Street			New York	NY	10007	
WilmerHale		2100 Pennsylvania Avenue Northwest	Suite 400		Washington	DC	20037	
WilmerHale LLP		2600 El Camino Real	Suite 400		Palo Alto	CA	94306	
Windemere Electric		35640 Fremont, Suite 145	Suite 145		Fremont	CA	94536	
Wintek Circuit Technology Limited		OFFICE NO.3 10/F WITTY 1A-1L TUNG CHOI ST			MONGKOK KL HONG			China
Wintek Circuit Technology Limited		Room 1613 Anhui Building, Shennan Road #6007	Futian District		Shenzhen	Guangdong	518034	China
Wintek Circuit Technology Ltd.		Shennan Road #6007, Anhui Building	No.1613		Shenzhen, Futian District		518034	China
Wiregrass Technologies		955 Tate Dr			Dothan	AL	36301	
Wisconsin Attorney General	Attn Bankruptcy Department	Wisconsin Dept. of Justice	114 East, State Capitol	PO Box 7857	Madison	WI	53707-7857	
Wisconsin Department of Revenue		PO Box 8908			Madison	WI	53708	
WorldQuant Ventures LLC		Address on File						
Wuxi Aston Electric Co., Ltd.		No. 8 Zhangjingjingda South Road	Xibei Town Xishan District		Wuxi	Jiangsu	214194	China

Exhibit D
Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Wuxi Aston Electric Co., Ltd.		Bashi, Xibei Town, Xishan District			Wuxi City, Jiangsu Province		214194	China
Xero Inc		1615 Platte St	Suite 400		Denver	CO	80202	
Xerxes Lansang		Address on File						
XFMRS		7570 East Landersdale Road			Camby	IN	46113	
Xin Zhao		Address on File						
Xometry		6116 Executive Blvd	Suite 800		North Bethesda	MD	20852	
XYZ VENTURE CAPITAL GO FASTER FUND I, LP		Address on File						
Yashodhar Narvaneni		Address on File						
Yasser Sabbagh		Address on File						
Yi-Ching Tu		Address on File						
Youjian Huang		Address on File						
YuanPeng Plastic Products Co. Ltd		#61, Baotian 3rd Rd	Xi Xiang Town, Baoan		Shenzhen			China
Yun-Nung Chou		Address on File						
Zarc Recycling		26 S Linden Ave			South San Francisco	CA	94080	
Zemarc Corporation		6431 Flotilla St			Commerce	CA	90040	
Zen Properties Management LLC-6341 Ridgeway Drive		15203 Severyns Rd			Tustin	CA	92782	
ZeroCater, Inc		44 Montgomery Street	3rd Floor		San Francisco	CA	94104	
Zhongshan Hord Rapidtools Co.,Ltd.		Yixian Road No.112, Torch Development Zone, C Bldg			Zhongshan	Guangdong	528437	China
Zhongshan Hord Rapidtools Ltd.		No. 222, Yixian Road, The 6th Industrial Zone	Nanlang Street		Zhongshan	Guangdong	528451	China
Zoumana Cisse		Address on File						
Zylog Composites Pvt Ltd		Zylog Tower, Lane No 4, Behind Bank of Baroda, Kalyani Nagar			Pune		410006	India

From: Jones, Nancy J.
To: Docket
Subject: FW: 25-90817 Certificate
Date: Thursday, March 5, 2026 2:52:31 PM

Nancy J. Jones, RP® | Pillsbury Winthrop Shaw Pittman LLP
Legal Practice Coordinator
609 Main Street, Suite 2000 | Houston, TX 77002
t +1.713.276.7662 | m +1.832.693.3296
nancy.jones@pillsburylaw.com | pillsburylaw.com

From: BKECF_LiveDB@txs.uscourts.gov <BKECF_LiveDB@txs.uscourts.gov>
Sent: Thursday, March 5, 2026 2:51:13 PM (UTC-06:00) Central Time (US & Canada)
To: BK_Notices@txsb.uscourts.gov <BK_Notices@txsb.uscourts.gov>
Subject: 25-90817 Certificate

*****NOTE TO PUBLIC ACCESS USERS*** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30-page limit do not apply.**

U.S. Bankruptcy Court

Southern District of Texas

Notice of Electronic Filing

The following transaction was received from Evan Gershbein entered on 3/5/2026 at 2:51 PM CST and filed on 3/5/2026

Case Name: Ample, Inc. and Official Committee Of Unsecured Creditors
Case Number: 25-90817
Document Number: 209

Docket Text:
Certificate *of Service re: Notice of Modified Sale Process and Extension of the Bid Deadline* (Filed By Kurtzman Carson Consultants, LLC d/b/a Verita Global).(Related document(s): [198] Notice) (Gershbein, Evan)

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename:260227 Ample COS re DN 198 v2.pdf
Electronic document Stamp:
[STAMP bkecfStamp_ID=996787432 [Date=3/5/2026] [FileNumber=53414737-0] [0c817baa6b13f1f2cdd890d3b6cffe4b079b022e2d7c2bdec2be73527f61e52d59bf b3013b792b47d14d7c988d582ab56f631ac441572c0fab2a6e5f30f92966]]

25-90817 Notice will be electronically mailed to:

Andrew Vincent Alfano on behalf of Debtor Ample, Inc.
andrew.alfano@pillsburylaw.com

Dominique Ashley Douglas on behalf of Creditor Committee Official Committee Of Unsecured Creditors
ddouglas@dykema.com,
MAraiza@dykema.com;Douglas.DominiqueB146254@notify.bestcase.com

Jeffrey Rice Dutson on behalf of Creditor Citizens Bank, N.A
jdutson@kslaw.com

Scott D Fink on behalf of Creditor Toyota Industries Commercial Finance, Inc.
Bronationalecf@weltman.com

Michael Fishel on behalf of Creditor Twelve Bridge Capital, LLC
michael@FishelLawGroup.com, michael-fishel-2874@ecf.pacerpro.com

Vianey Garza on behalf of U.S. Trustee US Trustee
vianey.garza@usdoj.gov

Evan Gershbein on behalf of Other Prof. Kurtzman Carson Consultants, LLC d/b/a Verita Global
ECFpleadings@kccllc.com, ECFpleadings@kccllc.com

Andrew Jimenez on behalf of U.S. Trustee US Trustee
andrew.jimenez@usdoj.gov

Yosina Mariette Lissebeck on behalf of Creditor TQL Global, LLC
yosina.lissebeck@dinsmore.com, caron.burke@dinsmore.com

Russell Hale Neilson on behalf of Creditor Citizens Bank, N.A
hneilson@kslaw.com, TGreen@KSLAW.com

Mark Alan Platt on behalf of Creditor KR 100 Hooper, LLC
mplatt@fbtlaw.com, dwilliams@fbtlaw.com

Sarah L. Primrose on behalf of Creditor Citizens Bank, N.A
sprimrose@kslaw.com

Hugh Massey Ray, III on behalf of Debtor Ample Texas EV, LLC
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

Hugh Massey Ray, III on behalf of Debtor Ample, Inc.
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

Hugh Massey Ray, III on behalf of Defendant Ample, Inc.

hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

US Trustee
USTPRegion07.HU.ECF@USDOJ.GOV

25-90817 Notice will not be electronically mailed to:

Getzler Henrich & Associates LLC
,

Pillsbury Winthrop Shaw Pittman LLP
,

EXHIBIT 11-d

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

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

CERTIFICATE OF SERVICE

I, Nuno Cardoso, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtors in the above-captioned case.

On March 4, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service lists attached hereto as **Exhibit A** and **Exhibit B**; and via First Class Mail upon the service lists attached hereto as **Exhibit C** and **Exhibit D**:

- **Notice of Second Extension of the Bid Deadline** [Docket No. 207]

Dated: March 10, 2026

/s/ Nuno Cardoso
Nuno Cardoso
Verita
222 N Pacific Coast Highway,
3rd Floor
El Segundo, CA 90245
Tel. 310.823.9000

[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). A copy of this pleading 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.

Exhibit A

Exhibit A

Master Service List

Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Interested Party	Bluewater Battery Logistics, LLC	Attn: Beth Dumas	bdumas@bluewaterbattery.com
Delaware Attorney General	Delaware Attorney General	Attn Bankruptcy Department	attorney.general@state.de.us
District of Columbia Attorney General	District of Columbia Attorney General	Attn Bankruptcy Department	oag@dc.gov
Co-Counsel for the Official Committee of Unsecured Creditors	Dykema Gossett PLLC	William Hotze, Dominique Douglas	whotze@dykema.com; ddouglas@dykema.com
Counsel for Debtor-In-Possession Lender and Twelve Bridge Capital, LLC	Fishel Law Group	Michael Fishel	michael@FishelLawGroup.com
Counsel to Citizens Bank, N.A.	King & Spalding, LLP	R. Hale Neilson	hneilson@kslaw.com
Counsel to Citizens Bank, N.A.	King & Spalding, LLP	Sarah Primrose, Jeffery R. Dutson	sprimrose@kslaw.com; jdutson@kslaw.com
New Hampshire Attorney General	New Hampshire Attorney General	Attn Bankruptcy Department	attorneygeneral@doj.nh.gov
Co-Counsel for the Official Committee of Unsecured Creditors	Porzio, Bromberg & Newman, P.C.	Rachel A. Parisi, Christopher P. Mazza, Jenny Zhou	RAParisi@pbnlaw.com; CPMazza@pbnlaw.com; JZhou@pbnlaw.com
Interested Party	Sunil Bhilotra		Email on File
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Vianey Garza, Andrew Jimenez	vianey.garza@usdoj.gov; andrew.jimenez@usdoj.gov
Counsel to Toyota Industries Commercial Finance Inc.	Weltman, Weinberg and Reis Co., L.P.A.	Scott D. Fink	BnkEcf-TX@weltman.com
Wisconsin Attorney General	Wisconsin Attorney General	Attn Bankruptcy Department	dojbankruptcynoticegroup@doj.state.wi.us

Exhibit B

Exhibit B

Creditor Matrix Service List

Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Accuenergy		properties@ample.com
ALM Holding	Achraf Cherkaoui	a.cherkaoui@gmail.com
ALM Holding		Email on File
Amphenol Automotive Connection Systems		Email on File
Amphenol Technology (Zhuhai) Co., Ltd		customerservice@amphenol-aio.com
AMPHENOL-TUCHEL ELECTRONICS GmbH		info@amphenol-automotive.de
Ana Carnero		Email on File
Arso Engineering		roberto.bocanegra@arso.com.mx
August Steinmeyer GmbH & Co. KG		Cameron.McKenzie@steinmeyer.com; Adrian.Lebherz@steinmeyer.com
Auxadi Contables y Consultores, S.A.	Auxadi	OGS@auxadi.com
Banco Santander, S.A.		Email on File
BOLAB Systems GmbH		info@BOLAB-Systems.de
C.C.P. Contact Probes Co.,Ltd		ccp_service@pccp.com.tw
Cartographic		isai_celis@cartographic.com.mx
Century 3D		rreyes@century3d.com.mx
Costal Corporation		mkrishna@coastalcorp.co.in
CPC		kimoscar@gmail.com
Daedalus Lift & Access Equipments Private Limited		g.bala@dehuind.com
Daimler Truck Financial Services Asia. Co. Ltd		bharat.prakash@daimlertruck.com
Dongguan City Yuhuang Electronics Technology Co.,LTD.		Email on File
Dongguan PUW EPTFE Material Co., Ltd.		sunny@puw-china.com; puw@puw-china.com
Dreamwork International Investments Ltd.		Email on File
EEI Fund 4 Investment Limited Partnership	c/o Itaru Shiraishi	kanri@ee-investment.jp; ishiraishi@ee-investment.jp
EMIS Solutions Pvt. Ltd.		sales-in@emisglobal.com
ENEOS Holdings		toru.nagannuma@eneos.com
ENEOS Innovation Partners Godo Kaisha	c/o ENEOS Holdings, Inc.	Email on File
Ferre Baztan		Email on File
Free2move SAS		dpo@free2move.com
Future Electronics	Dina Stefanopoulos	Dina.Stefanopoulos@futureelectronics.com
GearPower Motor		Email on File
Hino Motors Ltd.	Attn Kazuo Hayami	shono.ono@hino.co.jp
Hitech Circuits		sales8@hitechpcb.com
Hochiki Europe		rwharram@hochikieurope.com
HUIZHOU GREETECH ELECTRONICS CO.,LTD (UnionWell Switch)		sales2@unionwellgroup.com
Inversiones Cielo Alto Corp		pspiniak@gmail.com

Exhibit B

Creditor Matrix Service List

Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
Inversiones Cielo Alto Corp.		Email on File
Inversiones El Monasterio Corp.		Email on File
iPCB		luisa@ipcb.com
iPCB Circuits Limited	Dag Zhou	dag@ipcb.com
J&A GARRIGUES S.L.P.		madrid@garrigues.com
Jinan Zhuoxing Intelligent		info@zxtcutter.com
Kaier Wo Prototyping Co., Ltd		prototype6@kaierwo.com
LG Energy Solution		jnw.lee@lgensol.com
Lishui City Yongrun Precision Machinery Co., Ltd		yr@cnyouright.com
Mactech Corporation	Attn Wenpin Kuo	wenpin_kuo@mactech.com.tw
Mactech Corporation		ted_hsu@mactech.com.tw
MacTech Corporation		sunny@mactech.com.tw
Makipos Electronics Co., Ltd		info@makipos.com
Marchesi Light Alloy		ggarduno@marchesi.com.mx
Meadville Technologies Company Limited		peter.pestalozzi@akmmv.com
Meadville Technologies Company Limited		peisi1994@163.com
Meinhardt Japan Inc.	c/o Meindhardt Group	Email on File
MingChing Industrial	Leehom Wang	sales03@mingchingindustrial.com
Mitsubishi Corporation		ml.mcampleteam@mitsubishicorp.com
Mitsubishi Fuso Truck and Bus Corporation		simon.schmid@daimlertruck.com
Mitsubishi Motors Corporation	Attn Kimio Yatabe	kimio.yatabe@mitsubishi-motors.com
MKB Partners Fund II International, Limited Partnership		k.mackinnon@mkbandco.com
MKB Partners Fund II, Limited Partnership		k.mackinnon@mkbandco.com
Newstart Motion		peter@newstartmotion.com
Pixma Holdings Ltd		Email on File
Prima Operaciones		annelies@prima.ai
PTT Public Company Limited		Email on File
Qingdao Huarui Hardware Products Co., Ltd.	Dongliang Zhu	dave@qd-kerui.com
Repsol Energy Ventures S.A.U.	Gema Garcia Gonzalez	ggarciag@repsol.com; jmgarcias@repsol.com
Robert Linck		Email on File
Sarderval Spain S.L.U		mpf@moovecars.com
Seedco Capital		Email on File
Shen Zhen Mai Jin Metal Works Co.,Ltd.		Daniel.Xian@maijincnc.com
SHENZHEN ALINKTEK CO.,LTD		info@alinktek.com
ShenZhen XinHaiWang Technology Co., Ltd		elvislau@xhwrubber.cn
Smart Vietnam		Email on File

Exhibit B

Creditor Matrix Service List

Served via Electronic Mail

CreditorName	CreditorNoticeName	Email
SMRT Ventures Pte Ltd		Email on File
Stellantis Europe S.p.A	Attn Marco Toniutti	investor.relations@stellantis.com
Stellantis Ventures B.V.	Attn Executive Board Member	giorgio.fossati@stellantis.com
Sunil Bhilotra		Email on File
TCR Advanced Engineering Pvt. Ltd. (India)		testing@tcradvanced.com
TMI Associates		tmi-koreandesk@tmi.gr.jp
Toyota Motor Corporation	Attn Kunihiko Sakata	kunihiko_sakata@mail.toyota.co.jp
TRIREC Ample Pte Ltd		Email on File
ULTRA CORPOTECH PRIVATE LIMITED		salesmktg@ultracorpotech.com
VALUEGREAT(HUI ZHOU)TECHNOLOGY CO.,LTD		zhangrongxun@Valuegreat.com.cn
Varsavsky Axel Springer GMBH & Co. KG		martin@vas.ventures
Violin Technologies		rajesh.g@violintec.com
Violin Technologies Private Limited		hariprasad.r@violintec.com
Wintek Circuit Technology Limited		jenny@wintekcircuit.com
Wuxi Aston Electric Co., Ltd.		wxastdq@126.com
Zhongshan Hord Rapidtools Co.,Ltd.		jessica@hordrt.com
Zhongshan Hord Rapidtools Ltd.		market@hordrt.com

Exhibit C

Exhibit C

Master Service List

Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Interested Party	Bluewater Battery Logistics, LLC	Attn: Beth Dumas	12100 Wilshire Blvd, Suite 1710			Los Angeles	CA	90025
California Attorney General	California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740			Sacramento	CA	95814-2919
Delaware Attorney General	Delaware Attorney General	Attn Bankruptcy Department	Carvel State Office Bldg.	820 N. French St.		Wilmington	DE	19801
District of Columbia Attorney General	District of Columbia Attorney General	Attn Bankruptcy Department	400 6th Street NW			Washington	DC	20001
Co-Counsel for the Official Committee of Unsecured Creditors	Dykema Gossett PLLC	William Hotze, Dominique Douglas	5 Houston Center	1401 McKinney Street, Suite 1625		Houston	TX	77010
Counsel for Debtor-In-Possession Lender and Twelve Bridge Capital, LLC	Fishel Law Group	Michael Fishel	602 Sawyer, Suite 400			Houston	TX	77007
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346			Philadelphia	PA	19101-7346
Counsel to Citizens Bank, N.A.	King & Spalding, LLP	R. Hale Neilson	1100 Louisiana Street, Suite 4100			Houston	TX	77002
Counsel to Citizens Bank, N.A.	King & Spalding, LLP	Sarah Primrose, Jeffery R. Dutson	1180 Peachtree St NE, Suite 1600			Atlanta	GA	30309
Counsel to Plaintiffs Sabrina Ohanian, Henry Smith, and Maricela Guerrero Santo and the Proposed Class	Lankenau & Miller, LLP	Stuart Miller, Jonathan Miller	100 Church St, 8th Floor			New York	NY	10007
New Hampshire Attorney General	New Hampshire Attorney General	Attn Bankruptcy Department	33 Capitol St.			Concord	NH	03301
Co-Counsel for the Official Committee of Unsecured Creditors	Porzio, Bromberg & Newman, P.C.	Rachel A. Parisi, Christopher P. Mazza, Jenny Zhou	100 Southgate Parkway	P.O Box 1997		Morristown	NJ	07962
Interested Party	Sunil Bhilotra		Address on File					
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St		Austin	TX	78774
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station			Austin	TX	78711-3528
Counsel to Plaintiffs Sabrina Ohanian, Henry Smith, and Maricela Guerrero Santo and the Proposed Class	The Gardner Firm	Mary Olsen, M. Vance McCrary	182 St. Francis St, Suite 103			Mobile	AL	36602
Counsel to Plaintiffs Sabrina Ohanian, Henry Smith, and Maricela Guerrero Santo and the Proposed Class	The Webster Law Firm	Jason Webster	24 Greenway Plaza, Suite 600			Houston	TX	77046
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		1000 Louisiana, Suite 2300			Houston	TX	77002
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW			Washington	DC	20530-0001
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Vianey Garza, Andrew Jimenez	515 Rusk Street, Suite 3516			Houston	TX	77002
Washington Attorney General	Washington Attorney General	Attn Bankruptcy Department	800 Fifth Ave, Ste 2000			Seattle	WA	98104
Counsel to Toyota Industries Commercial Finance Inc.	Weltman, Weinberg and Reis Co., L.P.A.	Scott D. Fink	5990 West Creek Rd, Suite 200			Independence	OH	44131
Wisconsin Attorney General	Wisconsin Attorney General	Attn Bankruptcy Department	Wisconsin Dept. of Justice	114 East, State Capitol	PO Box 7857	Madison	WI	53707-7857

Exhibit D

Exhibit D
Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
10066257 Canada Inc	Attn Raed Masri	Address on File						
10066257 Canada Inc	c/o Transform VC	Address on File						
1345-75 Howard Street LLC		212 Farm Hill Ct			Danville	CA	94526	
1699 West Grand Avenue Property Owner L.P.	Valerie Bantner Peo	Buchalter LLP	425 Market St., Suite 2900		San Francisco	CA	94105	
1699 West Grand Avenue Property Owner, L.P.		456 8th St	Suite 200		Oakland	CA	94607	
3D Barrier Bags Inc.		1950 East Queen Creek Road	Ste 300		Chandler	AZ	85286	
750 24th St LLC	CZS Property Management LLC	211 S Hill Dr	2nd Floor		Brisbane	CA	94005	
Aaron Villalobos		Address on File						
Abben Hung		Address on File						
Aberouette Property Management		Po Box 93142			Phoenix	AZ	85070	
ABM Parking Services		100 Hooper St	Suites 25, 40, 50, 35		San Francisco	CA	94107	
ACCO Engineered Systems Inc		888 East Walnut Street			Pasadena	CA	91101	
Accuenergy		2 Lansing Sq. Suite 700			Toronto	ON	M2J4P8	Canada
Adeebullah Haidari		Address on File						
Aditi Timbadia		Address on File						
ADP		1851 N. Resler			El Paso	TX	79912	
AFF Groupe		300 Route de Montauban			Bessieres		31660	France
AIG		1271 Avenue of the Americas			New York	NY	10020	
Airgas USA LLC		Po Box 102289			Pasadena	CA	91189-2289	
AIU Insurance Company		1271 Ave of the Americas	Fl 37		New York	NY	10020	
AKM Meadville - Meadville Technologies Company Limited		19/F Room 1, Metropole Square	2 On Yiu Street, Shatin		N.T. Hong Kong			China
Akon		222 S. 3rd St.			Fernandina Beach	FL	32034	
Akzo Nobel Performance Coatings (Changzhou) Co,. LTD	c/o Corporate Privacy Officer, Akzo Nobel N.V.	AkzoNobel Center	Christian Neefestraat 2		Amsterdam		1077 WW	Netherlands
Albert Liu		Address on File						
Alberto Jorge Garcia Rodriguez		Address on File						
Alec Oswald		Address on File						
Alejandro Alvarez Serna		Address on File						
Alejandro Valencia		Address on File						
Alex Kundrot		Address on File						
Alex Lue		Address on File						
Alex Rodriguez		Address on File						
Alexander Centeno		Address on File						
Alfredo Barberena		Address on File						
Alfredo Estrada Gutierrez		Address on File						
All Industrial Electric Supply	Nancy Thompson	895 Mitten Road			Burlingame	CA	94010	
All Shop Equipment Inc		29 Vista Avenue	#C		San Mateo	CA	94403	
Allayne Leongson		Address on File						
Allen Matkins Leck Gamble Mallory & Natsis LLP	Attn Anton N. Natsis, Esq.	1901 Ave of the Stars	Suite 1800		Los Angeles	CA	90067	
Alliant Insurance Services, Inc 8377		Po Box 8377			Pasadena	CA	91109-8377	
ALM Holding	Achraf Cherkaoui	W202, Al Ghazal Bldg, 4A st, Al Badaa			Dubai	Dubai	334223	United Arab Emirates
ALM Holding		PO Box 334223			Dubai			United Arab Emirates
AlteraFlex		584 Commerce Ct	Ph (561)806-9111		Manteca	CA	95336	
Altran Magnetics LLC		1741 Industrial Drive, No. 14			Sterling	IL	61081	
Alyssa Perez		Address on File						

Exhibit D
Creditor Matrix Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Amazon Web Services, Inc.		525 Market St			San Francisco	CA	94105	
AMB Fund II Mosaic LLC		3353 Gateway Blvd			Fremont	CA	94538	
AMB Fund III Mosaic, LLC	Brian P Morgan	Faegre Drinker Biddle Reath LLP	1177 Avenue of the Americas, 43rd Fl.		New York	NY	10036	
AMB Fund III Mosaic, LLC	Prologis	Natalie Edwards	1800 Wazee Street, Suite 500		Denver	CO	80202	
American Alternative Insurance Corporation		555 College Road East			Princeton	NJ	08540	
American Lamprecht		Po Box 776395			Chicago	IL	60677-6395	
Ameridrive		1802 Pittsburgh Avenue			Erie	PA	16502-1943	
Amphenol Automotive Connection Systems		Address on File						
Amphenol Technology (Zhuhai) Co., Ltd		No.63, Xinghan Road, Sanzao Town			Jinwan, Zhuhai		519040	China
AMPHENOL-TUCHEL ELECTRONICS GmbH		August-Haeusser-Str. 10			Heilbronn		D-74080	Germany
Ample Iberia S.L.		Calle Nanclares de Oca 1	BLQ B		Madrid	Madrid	28022	Spain
Ample Japan GK		100 Hooper Street	Suite 25		San Francisco	CA	94005	
AmWINS		221 Main St	Ste 580		San Francisco	CA	94105	
Amy Swanson		Address on File						
Ana Campos Rosales		Address on File						
Ana Gonzalez Rodriguez		Address on File						
Ana Rosales Campos		Address on File						
Andrew Kaiser		Address on File						
Andrew Perry		Address on File						
Andrew Wills		Address on File						
Andrew Zhangson		Address on File						
Angela Lee		Address on File						
Anish More		Address on File						
Anjali Shekhar		Address on File						
Ankit Srivastava		Address on File						
Anna Lukibanova		Address on File						
Anthem Blue Cross		P.O. Box 60007			Los Angeles	CA	95670	
Anthony Davis		Address on File						
Anthony Pena		Address on File						
Anthony Toro		Address on File						
Antony Jesuraj		Address on File						
Apollo Syndicate Management Ltd.		One Bishopsgate			London		EC2N 3AQ	United Kingdom
AppliedCAx		555 SE Martin Luther King Jr Blvd, Suite 105			Portland	OR	97214	
Applus DatapointLabs	Applus+ Laboratories, Barcelona - Headquarters	Campus UAB	Ronda de la Font del Carme, Bellatera		Barcelona			Spain
APPLUS IDIADA KARCO Engineering, LLC		9270 Holly Road			Adelanto	CA	92301	
Apurv Patil		Address on File						
AQA		Stag Hill House, Surrey			Guildford		GU2 7XJ	England
Arbin Instruments Inc.		762 Peach Creek Cut Off			College Station	TX	77845	
Arch Specialty Insurance Company		P.O. Box 542033			Omaha	NE	68154	
Arso Engineering		Carretera Celaya-Salvatierra KM. 12.5			Celaya	Guanajuato	38150	Mexico
Arun Parameshwaran		Address on File						

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Ascot Specialty Insurance Company		1251 Ave of the Americas			New York	NY	10020	
Ashleigh Harpenau		Address on File						
Ashna Gupta		Address on File						
Ashutosh Ranjane		Address on File						
Aspen American Insurance Company		285 Fulton St			New York	NY	10007	
Aspen Specialty Insurance Company		499 Washington Boulevard			Jersey City	NJ	07310	
AT&T		PO Box 5014			Carol Stream	IL	60197	
AT&T Bankruptcy Center		2270 Lakeside Blvd, 7th Floor			Richardson	TX	75082	
Atlassian		350 Bush Street Floor 13			San Francisco	CA	94104	
Atropos Inc.		Address on File						
August Steinmeyer GmbH & Co. KG		Riedstrasse 7			Albstadt		72458	Germany
Austin Mansilla		Address on File						
Auto Express Towing & Recovery LLC		270 Napoleon St			San Francisco	CA	94124	
AUTOMATIONDIRECT.COM, INC.		PO Box 402417			Atlanta	GA	30384-2417	
AUTOMATIONDIRECT.COM, INC.		3505 Hutchinson Road			Cumming	GA	30040	
Auxadi Contables y Consultores, S.A.	Auxadi	C/ Nanclares de Oca, N. 1-B			Madrid		28022	Spain
Avalon Technologies Limited	Jay Ram	475 Horizon Dr			Suwanee	GA	30024	
Avalon Technologies Limited		Tpi Block, B7 & B8 First Main Road	MEPZ , TAMBARAM		Chennai	Tamil Nadu	600045	India
AXIS Insurance Company		233 South Wacker Dr	Ste 4930		Chicago	IL	60606	
Aypa Power Aggregator LP		11801 Domain Blvd	Suite 525		Austin	TX	78758	
Azriel Samson		Address on File						
Banco Santander, S.A.		Av. de Cantabria s/n	28660 Boadilla del Monte		Madrid			Spain
Banco Santander, S.A.		Address on File						
Barrett McCarthy		Address on File						
Bart Buzanowski		Address on File						
Battery Hookup Inc.		1375B Adams Road			Bensalem	PA	19020	
Bay Advanced Technologies		8100 Central Avenue			Newark	CA	94560	
Bay Rubber Company		404 Pendelton Way			Oakland	CA	94621	
Beagle Ventures LLC		258 Buck Road			Stone Ridge	NY	12484	
BearCoda, LLC		3459 St Rose Pkwy	Ste #120-404		Henderson	NV	89052	
Bender		13014 Butler Crest Drive			Saint Louis	MO	63128	
Benjamin Brinkman		Address on File						
Benjamin Ryan		Address on File						
Berkley Professional Liability		757 Third Avenue	10th Floor		New York	NY	10017	
Big Bend 60 Investments LLC		3401 Armstrong Ave			Dallas	TX	75205	
Big Bend 60 Investments LLC		Address on File						
Bilal Khan		Address on File						
Bill.com		6220 America Center Drive, Suite 100			San Jose	CA	95002	
Billy Wong		Address on File						
Bin Shahrul Mohammad Song Rizal		Address on File						
Blovelight		No. 206, Bubu Gao Road., Jiangbei Wusha Community	Changan Town		Dongguan, Guangdong		523860	China
Blue-Seas Weaver		Address on File						

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Bluewater Battery Logistics, LLC		Address on File						
BNP Paribas Securities Corp.		787 Seventh Ave			New York	NY	10019	
BOLAB Systems GmbH		Muhlstetten 3			Geislingen		72351	Germany
Brandon Alvarez		Address on File						
Brandon Cox		Address on File						
Brett Schneider	Schneider Wallace Cottrell Kim LLP	2000 Powell St	Suite 1400		Emeryville	CA	94608	
Brett Schneider		Address on File						
Brett Schneider as California Labor Code § 203 Class Representative	Schneider Wallace Cottrell Kim, LLP	2000 Powell Street, Suite 1400			Emeryville	CA	94608	
Brett Schneider as California WARN Act Class Representative	c/o Schneider Wallace Cottrell Kim, LLP	2000 Powell Street, Suite 1400			Emeryville	CA	94608	
Brett Schneider as Private Attorneys General	Schneider Wallace Cottrell Kim, LLP	2000 Powell Street, Suite 1400			Emeryville	CA	94608	
Brett Schneider, individually, and on behalf of all others similarly situated	Carolyn Cottrell, Nathan Piller, & Frank White Jr.	Schneider Wallace Cottrell Kim LLP	2000 Powell St, Ste 1400		Emeryville	CA	94608	
Brett Schneider, individually, and on behalf of all others similarly situated	Jeremy Pasternak	Law Office of Jeremy Pasternak	100 Bush St, Ste 1580		San Francisco	CA	94104	
Brian Kaminskey		Address on File						
Brisbane Chamber of Commerce		50 Park Pl			Brisbane	CA	94005	
Broad Spectrum Ins Svcs		1000 Brannan St	Ste 203		San Francisco	CA	94103	
Broad Spectrum Insurance Services		1000 Brannan Street, Suite 203			San Francisco	CA	94103	
Butternut Tree LLC		7901 4th St N	Suite 21059		St. Petersburg	FL	33702	
Butternut Tree LLC		20 Old Quarry Road			Hamburg	NJ	07419	
C.C.P. Contact Probes Co.,Ltd		5F., No.8 Lane 24, Heping Road, Banqiao Dist.			New Taipei City		220	Taiwan
CAB Assignee of IPCB Circuits Limited		4340 Fulton Avenue, Third Fl.			Sherman Oaks	CA	91423	
Caleb Tseng-Tham		Address on File						
Caleb Zhi-En Tseng-Tham		PO Box 60606			Palo Alto	CA	94306	
California Attorney General	Attn Bankruptcy Department	1300 I St.	Ste 1740		Sacramento	CA	95814-2919	
California Department of Tax and Fee Administration		455 Market Street, Suite 620			San Francisco	CA	94105	
California Energy Commission		715 P St	Ms-18		Sacramento	CA	95814	
California Environmental Protection Agency	Headquarters Building	1001 I Street	P.O. Box 2815		Sacramento	CA	95814	
Calpack Crating		4700 Horner St Suite B			Union City	CA	94587	
Cameron Scari		Address on File						
Carbon, Inc.	Attn Amber Roberson	1089 Mills Way			Redwood City	CA	94063	
Carlos Nicolas Rodolfo		Address on File						
Carta, Inc.		333 Bush St	Ste 2300		San Francisco	CA	94104	
Cartographic		Av. del hierro 18 y 24, Parque Industrial CIMEG			El Salto	Jalisco	45680	Mexico
Carvana		300 E Rio Salado Pkwy Bldg. 1			Tempe	AZ	85281	
CellBlock FCS, LLC		261 Maverick St			Boston	MA	02128	
CelLink		610 Quarry Road			San Carlos	CA	94070	

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Century 3D		1ra. Cerrada de Xola #32 Col. del Valle Norte	Benito Juarez		Mexico City		03103	Mexico
Chan Sung Cho		Address on File						
Charles Aboke		Address on File						
Charles Aboke		Address on File						
Charter Brokerage LLC		22762 Westheimer Parkway	Suite 530		Katy	TX	77494	
Chengqi Wang		Address on File						
Chris Choi		Address on File						
Christian Egenfeldt		Address on File						
Christian Tae		Address on File						
Christine Lange		Address on File						
Christopher Kuhi		Address on File						
Christopher Tseng		Address on File						
Chun Tao		Address on File						
Chung Cheuk Lai		Address on File						
Cigna	c/o Marylou Rice, Legal Compliance Lead Analyst	900 Cottage Grove Road, B6LPA			Hartford	CT	06152	
Cintas Corporation		370 Shaw Road			San Francisco	CA	94080	
Citizens Bank N.A.	Attn Cameron Clifford	772 Boylston Street			Boston	MA	02199	
Citizens Bank, N.A.	Attn Jeff Dutson and Sarah Primrose	King & Spalding LLP	1180 Peachtree St NE, Suite 1600		Atlanta	GA	30309	
Citizens Bank, N.A.	Attn Michael Flynn	28 State Street, 24th Floor			Boston	MA	02109	
Citizens Bank, N.A.	King & Spalding LLP	R. Hale Neilson	1100 Louisiana St, Suite 4100		Houston	TX	77002	
City & County of San Francisco Office of the Treasurer & Tax Collector		1 Dr Carlton B Goodlett Place	Rm 190		San Francisco	CA	94102	
City of Alameda	Ross McCarthy, Finance Director	Alameda City Hall	2263 Santa Clara Avenue, Room 220		Alameda	CA	94501	
City of Brisbane Business Support Center		8839 N. Cedar Ave	#212		Fresno	CA	93720	
City of Fairfield		1000 Webster Street			Fairfield	CA	94533	
City of Kirkland	City Hall	123 5th Ave			Kirkland	WA	98033	
Civilization Ventures 415 Investments Ample L.P.	Attn Shahram Seyedin-Noor	Address on File						
Civilization Ventures 415 Investments Ample L.P.		595 Pacific Ave	4th Floor		San Francisco	CA	94133	
Civilization Ventures II LP	Attn Shahram Seyedin-Noor	Address on File						
Civilization Ventures II LP		595 Pacific Ave	4th Floor		San Francisco	CA	94133	
CKC Laboratories, Inc.		5046 Sierra Pines Drive			Mariposa	CA	95338	
Claudia Clement		Address on File						
Clay Chidester		Address on File						
Clifton Buckley		Address on File						
Cobbs Allen Capital, LLC		320 Fillmore St Ste 200			Denver	CO	80206-4315	
Coblentz Patch Duffy & Bass LLP	Attn Alan Gennis, Esq.	One Montgomery St	Suite 3000		San Francisco	CA	94104	
Colin McCormick	Attn Colin McCormick	Address on File						
Comcast		PO Box 60533			City of Industry	CA	91716	
Conexwest- (Bison Group Inc)		17100 South Harlan Road			Lathrop	CA	95330	
Conner McEldowney		Address on File						
Conner McEldowney		Address on File						
Cooley LLP		3 Embarcadero Center	20th Floor		San Francisco	CA	94111-4004	
Cooper Copland		Address on File						

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Creditor Matrix Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Cordelia Industrial 1, LP	Attn Michael Jaeger	1 Blackfield Dr #101			Tiburon	CA	94920	
Cordelia Industrial 1, LP	Jaeger McHugh and Co.	1 Blackfield Drive #101			Tiburon	CA	94920	
Cordelia Industrial 1, LP	William W. Hatcher, Esq.	114 Pierre St			Santa Rosa	CA	95404	
Corey Whitfield		Address on File						
Cory Whitfield	Mary E. Olsen	PO Box 3103			Mobile	AL	36602	
Costal Corporation		Coastal One, Plot No.1, Balaji Nagar, Door No. 8-1-5/4 3rd & 4th Floor	Siripuram, Visakhapatnam		Andhra Prades		530003	India
Cox Automotive Vehicle Acquisition Services, Inc		6205A Peachtree Dunwoody Road	3rd Floor		Atlanta	GA	30328	
CPC		97 SIHEUNG-DAERO	#23-209	GEUMCHEON-KU	SEOUL		08639	S KOREA
Crane Tech Inc.		2585 Nicholson St			San Leandro	CA	94577	
CSA America Testing & Certification LLC		8501/8801 East Pleasant Valley Road			Cleveland	OH	44131-5575	
CSC		251 Little Falls Drive			Wilmington	DE	19808-1674	
Cuong Tran		Address on File						
CV Resources		5291 California Ave #310			Irvine	CA	92617	
CVR Buyer LLC		5291 California Avenue			Irvine	CA	92617	
CZS Property Management, LLC		211 South Hill Drive, 2Nd Floor	Floor 2		Brisbane	CA	94005	
Daedalus Lift & Access Equipments Private Limited		Gat No. 390, Dehu - Alandi Rd,			Maharashtra		411062	India
Daimler Truck Financial Services Asia. Co. Ltd		Izumi Garden Tower	1-6-1 Roppongi		Tokyo	Minato	106-6090	Japan
Dang Cu Khoa Cao		Address on File						
Daniel Riad		Address on File						
Daniel Zivney		Address on File						
David Hoyt		Address on File						
DC Office of Tax and Revenue		PO Box 96166			Washington	DC	20090	
DCT Valley Drive CA LP	Prologis	680 N. McCarthy Blvd	Suite 100		Milpitas	CA	95035	
DCT Vally Drive CA LP	Brian P. Morgan	Faegre Drinker Biddle Reath LLP	1177 Avenue of the Americas, 43rd Fl.		New York	NY	10036	
DCT Vally Drive CA LP	Prologis	Natalie Edwards	1800 Wazee Street, Suite 500		Denver	CO	80202	
Delaware Attorney General	Attn Bankruptcy Department	Carvel State Office Bldg.	820 N. French St		Wilmington	DE	19801	
Department of Treasury - Internal Revenue Service	Internal Revenue Service	1100 Commerce Street, M/S 5027			Dallas	TX	75242	
Department of Treasury - Internal Revenue Service	Internal Revenue Service	P.O. Box 7346			Philadelphia	PA	19101-7346	
Derek Wong-Yee		Address on File						
Derick Prentice		Address on File						
DeWarren Jefferson		Address on File						
Dhyey Lalseta		Address on File						
Diana Aranda		Address on File						
Disruptive Innovation Fund, L.P.	c/o Rose Park Advisors, LLC	Address on File						
District of Columbia Attorney General	Attn Bankruptcy Department	400 6th St NW			Washington	DC	20001	
DO RFID TAG smart information technology CO,.LTD		#610, Weilaishijie, Nancheng District			Dongguan City, Guangdong Province			China
Dominick Martin		Address on File						
DONALDSON COMPANY INC		1400 WEST 94TH STREET			BLOOMINGTON	MN	55431	
Donaldson Company, Inc.		1400 West 94th Street			Minneapolis	MN	55431	

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Dongguan City Yuhuang Electronics Technology Co.,LTD.		Address on File						
Dongguan PUW EPTFE Material Co., Ltd.		Xinfeng Road No.1, Mowu industrial area, Wanjiang district			Dongguan City, Guangdong Province			China
DoorDash Essentials LLC		303 2nd Street	South Tower, Ste 800		San Francisco	CA	94107	
Dreamwork International Investments Ltd.		Address on File						
Drive Sally LLC		2359 Borden Ave			Long Island City	NY	11101	
E and M		126 Mill Street			Healdsburg	CA	95448	
E.Go Mobile Se		LilienthalstraAYe 1			Aachen		52068	Germany
Eagle Protective Services	Private Security Services	156 South Spruce Ave, Suite 208-B			South San Francisco	CA	94080	
EAN SERVICES, LLC	EAN SERVICES LLC	BANKRUPTCY	PO BOX 402383		ATLANTA	GA	30384-2383	
EAN SERVICES, LLC	MARY BUSHYHEAD	14002 E 21ST ST SUITE 1500			TULSA	OK	74134	
EAST BAY MOTORS LLC		2569 Castro Valley Blvd			Castro Valley	CA	94546	
EcoVerse Solutions		250 Benton Ct.			Walnut	CA	91789	
Edson Campos		Address on File						
Eduardo Ramos	Mary E. Olsen	PO Box 3103			Mobile	AL	36602	
Eduardo Ramos		Address on File						
Edward Scarsella		Address on File						
EEI Fund 4 Investment Limited Partnership	c/o Itaru Shiraishi	5-11-1-201 Higashigotanda			Tokyo	Shinagawa	141-0022	Japan
Egicon USA, Inc.		401 N Michigan Ave AE 1720			Chicago	IL	60611	
Eleanor OCallaghan		Address on File						
Electronic Circulation Center		2660 Vista Pacific Drive			Oceanside	CA	92056	
Elektrobit Automotive Americas Inc.		18911 North Creek Parkway	Ste 100		Bothell	WA	98011	
Element Materials Technology		27485 George Merrelli Drive			Warren	MI	48092-2709	
Element Materials Technology Detroit LLC		9987 Carver Rd Suite 400			Blue Ash	OH	45242	
Ellsworth Adhesives & Dispensing Solution		W129 N10825 Washington Drive			Germantown	WI	53022	
Emily Kind		Address on File						
EMIS Solutions Pvt. Ltd.		No. 237 A-5, Hosur Road			Bommasandra Industrial Area	Bangalore	560099	India
ENEOS Holdings		1-1-2	Otemachi		Tokyo	Chiyoda-ku	100-8162	Japan
ENEOS Innovation Partners Godo Kaisha	c/o ENEOS Holdings, Inc.	Address on File						
Enterprise Rent-A-Car-Enterprise Holdings Inc		Po Box 840173			Kansas City	MO	64184-0173	
Environmental Protection Agency		75 Hawthorne Street			San Francisco	CA	94105	
Eric Delgado		Address on File						
Eric Miller		Address on File						
Eric Miller		Address on File						
Eric Mitchell		Address on File						
Eric Sorensen		Address on File						
Erica Duran		Address on File						
Erick Tinoco-Ontiveros		Address on File						
Erid Pineda		Address on File						
Erique-Joseph Gigante		Address on File						
Ernesto Juan Nanni Vega		Address on File						
Ernesto Mojica		Address on File						

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ESPEC North America, Inc		4141 Central Parkway			Hudsonville	MI	49426	
Evan Lemson		Address on File						
EVE Energy North America Corporation		22 Village Pointe Drive			Powell	OH	43065	
Evergreen IT Solutions	Jahel Santos	37390 Centralmont Pl			Fremont	CA	94536	
Evergreen IT Solutions		37390 Centralmont Pl			Fremont	CA	94536	
Expensify Inc		548 Market St #61434			San Francisco	CA	94104	
FABRI-TECH COMPONENTS, INC.		576 SYCAMORE DRIVE			MILPITAS	CA	95035	
Fan Qi Wang		Address on File						
Fastenal Co		2001 Theurer Blvd			Winona	MN	55987	
Fastenal Company		2001 Theurer Blvd			Winona	MN	55987	
Fathom		1050 Walnut Ridge Drive			Hartland	WI	53029	
FBT Gibbons LLP	Attn Mark A. Platt, Esq.	2101 Cedar Springs Road, Suite 900			Dallas	TX	75201	
FCA US LLC	Attn General Counsel	1000 Chrysler Dr			Auburn Hills	MI	48326	
FedEx		942 South Shady Grove Road			Memphis	TN	38120	
Feltis And Feltis		67 Grand St			Redwood City	CA	94062	
Ferre Baztan		Address on File						
Firemans Fund Indemnity Corporation		247 East Front St			Trenton	NJ	08611	
First Insurance Funding		450 Skokie Boulevard			Northbrook	IL	60062	
First Republic Bank	Commercial Loan Servicing	111 Pine St			San Francisco	CA	94111	
Fishel Law Group		602 Sawyer	Suite 400		Houston	TX	77096	
Flexport		760 Market Street	8th Floor		San Francisco	CA	94102	
Foley & Lardner LLP		500 Woodward Ave, Ste 2700			Detroit	MI	48226	
Foley and Lardner LLP	Attn Accounts Receivable	777 E. Wisconsin Avenue			Milwaukee	WI	53202	
Foley and Lardner LLP	Attn Mark Wolfson	100 Tampa Street, Ste. 2700			Tampa	FL	33609	
Forge Architecture		500 Montgomery Street	Suite 2		San Francisco	CA	94111	
Formagrid Inc dba Airtable		799 Market St	Fl 8		San Francisco	CA	94103	
Fortegra Specialty Insurance Company		10751 Deerwood Park Blvd	Ste 200		Jacksonville	FL	32256	
Francisco Resendes		Address on File						
Franklin Moving Services LLC		Address on File						
Frederick Kellogg		Address on File						
Free2move Iberia S.A.U.		Calle Doctor Esquerdo	62		Madrid		28007	Spain
Free2move SAS		45 rue de la Chaussee dAntin			Paris		75009	France
Frontline Electrical Services		3195 Park Road			Benicia	CA	94510	
Future Electronics	Diane Svendsen	41 - Main Street			Bolton	MA	01740	
Future Electronics	Dina Stefanopoulos	16711 Trans Canada			Kirkland	QC	H9H 3L1	Canada
Future Electronics		Po Box 201404			Dallas	TX	75320	
Gabriel Castillo		Address on File						
Gabriel Clarence		Address on File						
Garrett Remes		Address on File						
GearPower Motor		Address on File						
Gemini Insurance Company		475 Steamboat Rd			Greenwich	CT	06830	
Genesis Building Services, Inc		24 East 4Th Avenue			San Mateo	CA	94401	
Genevieve Love		Address on File						
Gerard Michael		Address on File						
Getzler Henrich & Associates		295 Madison Ave	20th Floor		New York	NY	10023	
Gia Abele		Address on File						
Gibson Manufacturing		917 South Airport Way			Manteca	CA	95337	
Giovanni Catalan		Address on File						
Gopal Hrishikesh Tawade		Address on File						

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Gordian Group, LLC	Liam Ahearn	950 Third Avenue, 17th Floor			New York	NY	10022	
Gordon Dere		Address on File						
GP Reeves, Inc.		4551 Holland Ave			Holland	MI	49424	
GPlusMedia		Sotokanda S Bldg. 4F	5-2-1 Sotokanda		Chlyoda-ku	Tokyo	101-0021	Japan
Greenhouse Software, Inc.		18 W 18th St, Fl 9			New York	NY	10011	
Greenhouse Software, Inc.		228 Park Avenue S.	PMB 14744		New York	NY	10003-1502	
Guangdong Senxin Metal Products Co.,Ltd.		8 Zhonghe Rd, Bai Yun Qu	Guang Zhou Shi		Guang Dong Sheng		510540	China
Guardian		10 Hudson Yards			New York	NY	10001	
Hakan Peksen		Address on File						
Hamid Nazeri		Address on File						
Hamid Nazeri		Address on File						
Hamid Schricker		Address on File						
Hamid Schricker		Address on File						
Hammerhead Material Handling		1392 East Deere Avenue	#220		Santa Ana	CA	92705	
Harleen Sohal		Address on File						
Harrington Industrial Plastics		14480 Yorba Ave			Chino	CA	91710	
Harsh Jain		Address on File						
Hashmatullah Haidari		Address on File						
HAWK ELECTRONICS INC		1090 Johnson Dr			Buffalo Grove	IL	60089	
Hector Martinon		Address on File						
Hector Trevino		Address on File						
Helena Monge		Address on File						
HEMI VENTURES FUND I, L.P.		Address on File						
Henry Smith	c/o Jahan C. Sagafi	One California St 12th Fl			San Francisco	CA	94111	
Henry Smith	Mary E. Olsen	PO Box 3103			Mobile	AL	36602	
Henry Smith		Address on File						
Henry Vennard		Address on File						
Herc Rentals		435 S Van Ness Ave			San Francisco	CA	94103	
Hibiscus 10 LLC	Attn Sebastian Calabro	Address on File						
Hibiscus 10 LLC	c/o Seb Calabro	Address on File						
Hino Motors Ltd.	Attn Kazuo Hayami	1-1 Hinodai 3-chrome			Tokyo	Hino-shi	191-0003	Japan
Hisashi Yoneda		Address on File						
Hitachi Global Air Power		North America Operations	1 Sullair Way		Michigan City	IN	46360	
Hitachi Global Air Power US, LLC	c/o Citibank, N.A.	Lockbox 5138	P.O. Box 660367		Dallas	TX	75266-0367	
Hitachi Global Air Power US, LLC	Hitachi Air Center / California Compression	4659 Las Positas, Suite A			Livermore	CA	94551	
Hitech Circuits		3F, Bldg B5, Zhimeihuizhi Industrial Park, Fuyong, Baoae An Dist			Shenzhen	GuangDong	518103	China
Hochiki America Corporation		7051 Village Dr			Buena Park	CA	90621	
Hochiki Europe		Grosvenor Road, Gillingham Business Park			Gillingham		ME8 0SA	United Kingdom
Hone Venture Fund II, L.P.	c/o CSC Group	Address on File						
Hone Venture Fund II, L.P.		48 Wall Street	11th Floor		New York	NY	10005	
Hong Wai Tsang		Address on File						
HUIZHOU GREETECH ELECTRONICS CO.,LTD (UnionWell Switch)		No.9 Park Avenue, Longmen			Huizhou	Guangdong	516800	China
Ibrahim Hallaj		Address on File						
ifm efector Inc.		1100 Atwater Dr			Malvern	PA	19355	
ifm efector Inc.		PO Box 8538-307			Philadelphia	PA	19171	
Igus, Inc.		Po Box 14349			East Providence	RI	02914	

Exhibit D
Creditor Matrix Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Infinita Lab Inc.		39899 Balentine Drive Suite 200			Newark	CA	94560	
Insight Direct USA, Inc		2701 East Insight Way			Chandler	AZ	85286	
Insight Direct USA, Inc.	Michael Walker	2701 E. Insight Way			Chandler	AZ	85286	
Intercom Inc		55 Second St, Suite 400			San Francisco	CA	94105	
Internal Revenue Serivce		450 Golden Gate Ave.			San Francisco	CA	94102	
International Bond & Marine Brokerage, LTD.		44 Whippany Road	Suite 109		Morristown	NJ	07960	
Intertek Testing Services N.A Inc		Po Box 405176			Atlanta	GA	30384	
Intrinsic Law Corp.		12 Gill Street, Suite 1900			Woburn	MA	01801	
Inversiones Cielo Alto Corp.	Inversiones Cielo Alto Corp	Level 1, Palm Grove House, Wickhams Cay 1			Road Town	Tortola		BVI
Inversiones Cielo Alto Corp.	Juan Spiniak Irarrazaval	3196 Washington St Apt 7			San Francisco	CA	94115	
Inversiones Cielo Alto Corp.		Address on File						
Inversiones El Monasterio Corp.	Juan Spiniak Irarrazaval	3196 Washington St Apt 7			San Francisco	CA	94115	
Inversiones El Monasterio Corp.		Level 1 Palm Grove House Wickhams Cay 1			Road Town	Tortola		BVI
Inversiones El Monasterio Corp.		Address on File						
iPCB		4F, Bozhi Center Building	Chentian Industry Zone, Xixiang Town		Shenzhen, Baoan District			China
iPCB Circuits Limited	Dag Zhou	4F, 401, Bozhi Center Building	Chentian Industry zo	Xixiang town	Shenzhen	Guangdong	518101	China
iPCB Circuits Limited		4F, 401, Bozhi Center Building	Chentian Industry Zone, Xixiang Town	Baoan District	Shenzhen	Guangdong	518101	China
Iryna Kruk		Address on File						
Isaiah Wright-Pleasant		Address on File						
J&A GARRIGUES S.L.P.		Plaza de Colon, 2			Madrid		28046	Spain
JAB Group, Inc.		261 Manitoba Grn			Fremont	CA	94538	
Jakari ONeal		Address on File						
Jake Daniels		Address on File						
James Dodge		Address on File						
James McIntyre		Address on File						
James Sasnett		Address on File						
Jamie McMackin		Address on File						
Jan Arriola		Address on File						
Jan Sudra		Address on File						
Janelle MacAya		Address on File						
Jarrell Ivy		Address on File						
Jason Bermudez		Address on File						
JBM Building Maintenance, Inc.	Juan Beltran Martinez	5602 Edgerly St			Oakland	CA	94621	
Jenna Perez		Address on File						
Jenna Perez		Address on File						
Jeremy Isip		Address on File						
Jeriza Ayson		Address on File						
Jerry I. Speyer	Tishman Speyer	Address on File						
Jerry I. Speyer	Vincent Angelico	c/o TSP	45 Rockefeller Plaza - 8th Floor		New York	NY	10111	
Jessica Ling		Address on File						
Jimmy Tam		Address on File						
Jinan Zhuoxing Intelligent Technology Co., Ltd.		C-501, Kehui Building, Shunhua Road, High Tech Zone			Jinan	Shandong	262500	China
Jing Pang		Address on File						
JL Albano Consulting		32737 Artistry Loop			Union City	CA	94587	
Joel Ramos		Address on File						

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
John Abele		Address on File						
John de Souza		Address on File						
John Louie		Address on File						
Jonah Shapiro		Address on File						
Jones Lang LaSalle Brokerage, Inc.		Aon Center 200 East Randolph Drive			Chicago	IL	60601	
Jordan Goldbloom		Address on File						
Jorge Alberto Rodriguez Garcia		Address on File						
Jorge Lopez Calle		Address on File						
Jose Figueroa-Delgado		Address on File						
Joseph Cunat		Address on File						
Joseph Gleberman		Address on File						
JP Morgan Chase		P O Box 182051			Columbus	OH	43218	
Juan Ernesto Vega Nanni		Address on File						
Juan Irarrazaval Spiniak		Address on File						
Justin Dallas		Address on File						
Kaier Wo Prototyping Co., Ltd		No.3, 6th Industrial Zone, Mashantou Community	Gongming Street, Guangming new District		Shenzhen		518106	China
Kaiser Permanente		1 Kaiser Plz 19th Floor			Oakland	CA	94612	
Kalil Hernandez-Santos		Address on File						
Kanchana Aarumugamangalam		Address on File						
Kanden E-House Co, Ltd.		3F Aqua Dojima NBF Tower, 1-4-16 Dojimahama			Kita-ku	Osaka	530-0004	Japan
Karbone Energy LLC		675 Third Ave	31st Floor		New York	NY	10017	
Karla Tellez		Address on File						
Karthik Somasundaram		Address on File						
Karuppiah Karuppiah		Address on File						
Kat Taylor Revocable Trust Taylor	Attn Kat Taylor	Address on File						
KCC/Verita Global, LLC		222 N. Pacific Coast Highway	3rd Floor		El Segundo	CA	90245	
Keith Jackson		Address on File						
Keith Thomas		Address on File						
Keith Thomas		Address on File						
Kenji Bowers		Address on File						
Kenji Bowers		Address on File						
Kenji Niwa		Address on File						
Kenneth Jimenez		Address on File						
Kern County Assessor Office		1115 Truxtun Avenue			Bakersfield	CA	93301	
Khaled Hassounah		Address on File						
Kilroy Realty Corporation		12200 West Olympic Blvd	Suite 200		Los Angeles	CA	90064	
Kimberly Rosenberg		Address on File						
Kimco Realty Corporation-Stevens Creek Blvd		P.O. Box 30344			Tampa	FL	33630	
Kimley-Horn and Associates, Inc.		421 Fayetteville St, Suite 600			Raleigh	NC	27601	
Kinan Rabbat		Address on File						
Kinjal Dedhia		Address on File						
Kisi		45 Main St.			Brooklyn	NY	11201	
Kory McKiou		Address on File						
KR 100 Hooper LLC	Kilroy Realty Corporation	12200 West Olympic Blvd	Suite 200		Los Angeles	CA	90064	
KR 100 Hooper, LLC	Attn Ivan M. Gold	c/o Allen Matkins Leck Gamble Mallory & Natsis LLP	Three Embarcadero Center, 12th Floor		San Francisco	CA	94111-4074	
KR 100 Hooper, LLC	Attn Revenue Accounting	12200 West Olympic Blvd Suite 200			Los Angeles	CA	90064	

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KR 100 Hooper, LLC	c/o Michael Schmitt	12200 West Olympic Blvd Suite 200			Los Angeles	CA	90064	
Kraus Investment Partners LLC		Address on File						
Kuka Robotics Corporation		6600 Center Drive			Sterling Heights	MI	48312	
Kunshan Huaqiao Town Torsion Machinery Equipment Business Department	Zhang Pan	1-1-805, WorkshopII, No.8 Tanhu 1st Road	Canglong Island	Jiangxia District	Wuhan City, Hubei Province		430205	China
Kuo Greg		Address on File						
Kyle Criley		Address on File						
Kyle Labaro		Address on File						
Lac Lieu		Address on File						
Laike Mohammad		Address on File						
Landmark American Insurance Company		945 East Paces Ferry Road NE	Ste 1800		Atlanta	GA	30326	
Law Offices of Jeremy Paternak		100 Bush St., Suite 1580			San Francisco	CA	94104	
Lawrence Chang		Address on File						
LEIGU TECH		ChangKeGuoJi 505, Road No.1	China South City		Shenzhen	Guangdong	518000	China
Levi Tillemann-Dick		Address on File						
Lexon Insurance Company	c/o Sompo International Holdings Ltd.	Waterloo House, 100 Pitts Bay Road			Pembroke		HM 08	Bermuda
LG Energy Solution		Tower1, Parc1, 108, Yeouidae-Ro			Seoul, Yeongdeungpo-gu			South Korea
Lindsay Stone		Address on File						
Lishui City Yongrun Precision Machinery Co., Ltd		No. 6 Fengling Street, Economic Development Zone			Lishui	Zhejiang	323000	China
Locked in Fire & Engineering		25 Crescent Dr #A138			Pleasant Hill	CA	94523	
Lockton Companies, LLC		1600 Market Street	Suite 3400		Philadelphia	PA	19103	
Lou Shrinkle		Address on File						
Luco Pedicone		Address on File						
LUIS A CABALLERO- B & A Towing		Address on File						
Luke Wilson		Address on File						
Luz Aguayo		Address on File						
Mactech Corporation	Attn Wenpin Kuo	No 89, Lane 36, Sec. 2 Tanxing Rd	Tanzi District		Taichung City		427	Taiwan
Mactech Corporation		No. 89, Lane 36, Section 2, Tanshin Road, Tanzi District			Taichung	Taiwan	427	R.O.C.
MacTech Corporation		N0.89, Lane 36, Sec. 2, Tanshin Rd, Tanzi Dist.			Taichung City			Taiwan
Makipos Electronics Co., Ltd		Intracom 2 Tower, No. 33 Cau Dien Street	Phuc Dien	Bac Tu Liem	Bac Tu Liem			Vietnam
Maleny Sanchez		Address on File						
Manish Nimeet Doshi		Address on File						
Manuel Fernandez Cereijido		Address on File						
Marc Swanson		Address on File						
Marches Light Alloy	Jasmine Mirzaei	18653 Ventura Blvd #107			Tarzana	CA	91356	
Marches Light Alloy		Av. Guadalajara 95A			Acatlan de Juarez	Jalisco	45713	Mexico
Marchesi Light Alloy		45713 Zacoalco de Torres			Jalisco			Mexico
MARCHESI LIGHT ALLOY		9300 Metcalf Avenue			Overland Park	KS	66212	
Marciela Guerrero Santo	c/o Lankenau & Miller LLP	Stuart J. Miller	100 Nassau St 8th Fl		New York	NY	10007	
Mariaelena Orrantia		Address on File						
Marianella Causo Cateriano		Address on File						
Maricela Guerrero Santo	Mary E. Olsen	PO Box 3103			Mobile	AL	36602	
Maricela Santo Guerrero		Address on File						
Mark Ibrahim		Address on File						

Exhibit D
Creditor Matrix Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Marqose Saephan		Address on File						
Marti Ann Meyerson EDS Trust	Attn Marti Meyerson	Address on File						
Martin Rich Espiritu		Address on File						
Matthew Gough		Address on File						
Matthew Gough		Address on File						
Matthew McGovern		Address on File						
Matthew McGovern		Address on File						
Matthew Regidor		Address on File						
Matthew Sbarra		Address on File						
Matthew Wimmer		Address on File						
Maxim Integrated Products Inc.		160 Rio Robles			San Jose	CA	95134	
Maxim Zolotarev		Address on File						
Maya Padmalayam		Address on File						
Maya Padmalayam		Address on File						
McMaster-Carr Supply		9630 Norwalk Blvd			Santa Fe Springs	CA	90670	
McMaster-Carr Supply Co		9630 Norwalk Blvd			Santa Fe Springs	CA	90670	
McMaster-Carr Supply Co		PO Box 7690			Chicago	IL	60680	
Meadville Technologies Company Limited	Chloe Lau	Unit J, 27/F., Kings Wing Plaza 2, 1 On Kwan Street			Shatin, New Territories		000000	Hong Kong
Meadville Technologies Company Limited		2 On Yiu Street, Metropole Square	Room 1-6, 17-19, 19/F		Shatin, New Territories	Hong Kong		China
Meadville Technologies Company Limited		Unit J, 27/F., Kings Wing Plaza 2, 1 On Kwan Street			Shatin, New Territories		000000	Hong Kong
Mecatronic		Address on File						
Mega Clean LLC		1222 Harrison St, 2321			San Francisco	CA	94103	
Meinhardt Japan Inc.	c/o Meindhardt Group	Address on File						
Melissa Anies		Address on File						
Mercury		555 W Imperial Hwy			Brea	CA	92821	
Merit Assembly		5120 Mowry Ave			Fremont	CA	94538	
Mervyn-Jeromme Castillo		Address on File						
Metro Elevator Northern California, Inc.		125 Mason Cir.	Suite E		Concord	CA	94520	
MGA Research Corporation	Susan Stone	12790 Main Road			Akron	NY	14001	
MGA Research Corporation		Box 689916			Chicago	IL	60695	
Michael Jeung		Address on File						
Michael Schmelzer		Address on File						
Micrometals		5616 East La Palma Ave			Anaheim	CA	92807	
Miguel Conde		Address on File						
Ming Wai Tsang		Address on File						
MingChing Industrial	Leehom Wang	RM 2010, RongChao Financial Building	DaYung, LongGang		ShenZhan City	GuangDong	518172	China
MingChing Industrial Co., ltd		Dongsen Building, Nanlian, Longgang District	RM13A07-08		Shenzhen City, Guangdong Province		518116	China
MiniTec Automation, LLC-DBA Flotronics Inc		7214 Gateway Park Dr.			Clarkston	MI	48346	
MiniTec Framing Systems, LLC		5602 County Road 41			Farmington	NY	14425	
Misa Haring		Address on File						
misumi		26797 Network Place			Chicago	IL	60673	
Mitchell Williams		Address on File						
Mitsubishi Corporation		1-21, Shibaura 3-chrome	Minato-ku		Tokyo		108-8410	Japan
Mitsubishi Fuso Truck and Bus Corporation		10 Ohkura-cho	Nakahara-ku		Kawasaki	Kanagawa	211-8522	Japan
Mitsubishi Motors Corporation	Attn Kimio Yatabe	1-21, Shibaura 3-chrome	Minato-ku		Tokyo		108-8410	Japan

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
MKB Partners Fund II International, Limited Partnership		1 Place Ville Marie	Suite 3670		Montreal	QC	H3B 3P2	Canada
MKB Partners Fund II, Limited Partnership		1 Place Ville Marie	Suite 3670		Montreal	QC	H3B 3P2	Canada
MKB Partners Fund II, Limited Partnership MKB Partners Fund II International, Limited Partnership	Ken Mackinnon	1 Place Ville Marie, Suite 3670			Montreal	QC	H3B 3P2	
MKB Partners Fund II, Limited Partnership MKB Partners Fund II International, Limited Partnership	Saul Muskin	1 Place Ville Marie, Suite 3670			Montreal	QC	H3B 3P2	
Mohamed Eissa		Address on File						
Mohamed Elzaki		Address on File						
Mohammad Seyed Razavi		Address on File						
Monish Sunku Prabhakar		Address on File						
Monkeybrains		933 Treat Ave			San Francisco	CA	94110	
Moore Strategic Ventures, LLC		11 Times Square	38th Floor		New York	NY	10036	
More Anish		Address on File						
Motif Engineers PVT. LTD.		Plot No. 390 Road No 9	Ahmedabad		Gujarat		382415	India
Mountz Inc		1080 North 11Th Street			San Jose	CA	95112	
Mutual of Omaha		3300 Mutual of Omaha Plaza			Omaha	NE	68175	
MyHeatSinks, Inc.		PO Box 2187			Livermore	CA	94551-2187	
NASA ELECTRONICS		1970 NW 129th Ave Ste 108			Miami	FL	33182-2399	
Nathan Tang		Address on File						
New Ground Ventures II, LP	NGV Management, LLC	855 El Camino Real, Suite 13A-348			Palo Alto	CA	94301	
New Ground Ventures II, LP		855 El Camino Real	Ste. 13A-348		Palo Alto	CA	94301	
New Hampshire Department of Revenue Administration		PO Box 1265			Concord	NH	03302	
Newland Ventures		230 Park Avenue Floor 10			New York	NY	10169	
Newstart Motion		#988 EAST TONGFENG RD.			KUNSHAN		215300	CHINA
NGV Co Investment Fund LP	NGV Management, LLC	855 El Camino Real, Suite 13A-348			Palo Alto	CA	94301	
NGV Co-Investment Fund, LP		855 El Camino Real	Ste. 13A-348		Palo Alto	CA	94301	
Niamatullah Shams		Address on File						
Nicholas Geddes		Address on File						
Nikhil Raina		Address on File						
NINGBO CHAOYUE NEW MATERIAL TECHNOLOGY CO., LTD		No.10 Chuangxin Road	Xiao Caoe Town	Ningbo	Zhejiang			China
Nishad Kelkar		Address on File						
NL Holding Company, LLC-G & N PRODUCE Nam Lam		375 3Rd St			Oakland	CA	94607	
Nolan Ramirez		Address on File						
NOR-CAL SUPPLY COMPANY, INC.		840 Doolittle Drive			San Leandro	CA	94577	
NORD GEAR CORPORATION		Nord Gear Corporation	29287 Network Place		Chicago	IL	60673-1292	
Norman Kwong		Address on File						
Oak Road Investment Partners LLC		3470 Mt. Diablo Blvd.	Suite A-205		Lafayette	CA	94549	
Omar Mohamed Elzaki		Address on File						
Opus Packaging	Sheryl Garlick	6995 Southbelt Dr SE	PO Box 30516		Caledonia	MI	49316	
Opus Packaging		Dept. 6078	P.O. Box 30516		Lansing	MI	48909-8016	

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Orhan Baran		Address on File						
Ozen Engineering, Inc.		1210 E Arques Ave #207			Sunnyvale	CA	94085	
Pacific International Bearing Sales, Inc (PIB)		33258 Central Ave			Union City	CA	94587	
Pans Junction Investments, LLC		301 Brentwood Ave			San Francisco	CA	94127	
Paola Anjeli Alvarez Estrada		Address on File						
Paolo Pier Masutto		Address on File						
Paragon Brokers		27 Reid St			Hamilton	HM	11	Bermuda
Paymon Shariat-Panahi		Address on File						
Pete Ort		Address on File						
Peter Wong		Address on File						
PG&E		2075 Woodside Rd			Redwood City	CA	94061	
Phobal 1 LLC	Attn David Kirschner	Address on File						
Phobal 1 LLC	c/o Corporate Creations Network Inc.	Address on File						
Phobal 2 LLC	Attn David Kirschner	Address on File						
Phobal 2 LLC	c/o Corporate Creations Network Inc.	Address on File						
Pierre Montet		Address on File						
Pillsbury Winthrop Shaw Pittman LLP		609 Main Street	Suite 2000		Houston	TX	77002	
Pixma Holdings Ltd		Kirchstrasse 39 940			Vaduz			Liechtenstein
PORTAINER.IO LTD		Po Box 317112	Hobsonville		Auckland		0664	New Zealand
Prakash Ravikumar		Address on File						
Pramod Vipraja Patil		Address on File						
Prateek Alat		Address on File						
Pratik Jadhav		Address on File						
Prerna Sarkar		Address on File						
Prima Operaciones		Av. Paseo de la Reforma 560	OF-1005		Ciudad de Mexico (Miguel Hidalgo)		11000	Mexico
Prologis L.P.		1800 Wazee St			Denver	CO	80202	
Prologis Targeted U.S. Logistics Fund LP (AMB Fund III Mosaic, LLC		1800 Wazee St			Denver	CO	80202	
Prologis, Inc.		1800 Wazee St	Ste 500		Denver	CO	80202	
Promat Inc.		1731 Fred Lawson Dr			Maryville	TN	37801	
Promevo Holdings Inc		1720 Wildcat Blvd S, Ste 200			Burlington	KY	41005	
Provigil		PO Box 677107			Dallas	TX	75267	
PSA Automobiles S.A.		Calle Eduardo Barreiros	110 - KM 7 28041		Madrid			Spain
PT Heatsink		2033 Gateway Place	Suite 500		San Jose	CA	95110	
PTT Public Company Limited		Address on File						
Putnam Automotive, Inc.		3 California Dr			Burlingame	CA	94010	
Qingdao Huarui Hardware Products Co., Ltd.	Da Xin Zhen Nan Wang	Jia Zhuang Cun	Jimo District		Qingdao	Shandong		China
Qingdao Huarui Hardware Products Co., Ltd.	Dongliang Zhu	South Wangjiazhuang Village, Daxing Town	Jimo District		Qingdao	Shandong	266229	China
Qingdao Huarui Hardware Products Co., Ltd.		South Wangjiazhuang Village, Daxin Town, Jimo			Qingdao	Shandong	266229	China
Qingdao Huarui Hardware Products Co., Ltd.		Wanli International Plaza, Building A	Room 1309		Jimo, Qingdao			China
QMN - Zhongshan MingRuo Metal Products Co., LTD		No.169, Fourth Qianjin Road, Tanzhou Town			Zhongshan City			China

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Quanta Laboratories		3199 De La Cruz Blvd			Santa Clara	CA	95054	
Quinn Purificato		Address on File						
R & S Erection North Peninsula, Inc		133 S Linden Ave			South San Francisco	CA	94080	
Raghunandan Maram		Address on File						
Raghunandan Maram		Address on File						
Rahman Abid Kodakkadan		Address on File						
Raymond Handling Concepts Corp		41400 Boyce Rd			Fremont	CA	94538-3113	
Raymond Leasing Corporation	c/o Charles S. Stahl, Jr.	Swanson, Martin Bell, LLP	2525 Cabot Drive, Suite 204		Lisle	IL	60532	
Raymond Leasing Corporation		22 South Canal Street			Greene	NY	13778	
Recology Sunset Scavenger		250 Executive Park Boulevard	Ste 2100		San Francisco	CA	94134	
Redwood Materials, Inc.	Attn Colin Campbell	2800 Lockheed Way			Carson City	NV	89706	
Redwood Materials, Inc.	Corporate Service Company (CSC)	Alma Chao	251 Little Falls Drive		Wilmington	DE	19808	
Redwood Materials, Inc.	Legal Department	Redwood Materials	2801 Lockheed Way		Carson City	NV	89706	
Reliance Trust Company		110 Abernathy Road	Suite 400		Atlanta	GA	30328	
Rene Del Toro		Address on File						
Repsol Energy Ventures S.A.U.	Gema Garcia Gonzalez	Calle de Mendez Alvaro 44			Madrid		28045	Spain
Repsol Energy Ventures, S.A.		Mendex Alvaro 44			Madrid		28042	Spain
Republic Services		2901 Industrial Ct			Fairfield	CA	94533	
Reuben, Junius & Rose, LLP		One Bush St, Suite 600			San Francisco	CA	94104	
Rhonda Giannini		Address on File						
Richard Li		Address on File						
Riveron Consulting, LLC		2515 Mckinney Ave			Dallas	TX	75201	
Roanoke Insurance Group Inc		1501 E. Woodfield Rd	Suite 400W		Schaumburg	IL	60173	
Roanoke Trade Services Inc		100 W. Broadway	Suite 510		Long Beach	CA	90802	
Rob Hovland		Address on File						
Robert Hovland		Address on File						
Robert Linck		Address on File						
Robert Pouard		Address on File						
Robert Rehberg		Address on File						
Robert Todd Lincoln, Charles Schwab & Co. Inc., Cust IRA Rollover		Address on File						
Robin Neustein		Address on File						
Rodrigo Garcia Linares		Address on File						
Rohit Rawat		Address on File						
Rotem Berger		Address on File						
RSM US LLP		5155 Paysphere Circle			Chicago	IL	60674-0051	
RT Specialty - Chicago		500 W Monroe	30th Floor		Chicago	IL	60661	
Ryan Devine		Address on File						
Ryan Waterman		Address on File						
Sa Martinez		Address on File						
Sabrina Ohanian	c/o The Gardner Firm, P.C.	M. Vance McCray	182 St. Francis St Ste 103		Mobile	AL	36602	
Sabrina Ohanian	Mary E. Olsen	PO Box 3103			Mobile	AL	36602	
Sabrina Ohanian		Address on File						
Sabrina Ohanian, Henry Smith and Maricela Guerrero Santo on Behalf of Themselves and All Others Similarly Situated	Mary E. Olsen	PO Box 3103			Mobile	AL	36602	

Exhibit D
Creditor Matrix Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
SABRINA OHANIAN, HENRY SMITH, and MARICELA GUERRERO SANTO on behalf of themselves and all other persons similarly situated	Jahan Sagafi	Outten & Golden LLP	One California St, 12th Fl		San Francisco	CA	94111	
SABRINA OHANIAN, HENRY SMITH, and MARICELA GUERRERO SANTO on behalf of themselves and all other persons similarly situated	Mary Olsen, M. Vance McCrary	The Gardner Firm, P.C.	182 St. Francis St, Ste 103		Mobile	AL	36602	
SABRINA OHANIAN, HENRY SMITH, and MARICELA GUERRERO SANTO on behalf of themselves and all other persons similarly situated	Stuart Miller	Lankenau & Miller LLP	100 Nassau St, 8th Fl		New York	NY	10007	
Saideep Vollala		Address on File						
Samba TV		118 King St			San Francisco	CA	94107	
San Francisco City Option		Po Box 7720			San Francisco	CA	94120	
San Francisco Public Utilities		525 Golden Gate Ave	SFPUC Headquarters		San Francisco	CA	94102	
San Mateo County Assessor		555 County Center	1st Floor		Redwood City	CA	94063	
San Mateo County Tax Collector		Po Box 45901			San Francisco	CA	94145	
Sanjeev Mehra Irrevocable Gift Trust	Sanjeev Mehra	Address on File						
SAP Concur		Address on File						
Sarderval Spain S.L.U		Calle Luis I	54		Madrid		28031	Spain
Saroj Shrestha		Address on File						
SAVINO DEL BENE USA INC	Attn Andrew R. Spector	c/o Spector Rubin, P.A.	3250 Mary Street, Suite 405		Miami	FL	33133	
Savino Del Bene USA Inc	Attn Troy Geisser	c/o Spector Rubin, P.A.	11 Broadway, Suite 615		New York	NY	10004	
SAVINO DEL BENE USA INC	c/o Robert Borak	Spector Rubin, P.A.	3250 Mary Street, Suite 405		Miami	FL	33133	
SAVINO DEL BENE USA INC		34 Englehard Ave			Avenel	NJ	07001	
Savino del Bene USA Inc.	Robin Scott	34 Englehard Ave			Avenel	NJ	07001	
Savino del Bene USA Inc.	Savino del Bene USA- San Francisco	Lima Zawaideh	400 Oysterpoint Blvd Suite 112		San Francisco	CA	94080	
Schneider Wallace Cottrell Kim LLP		2000 Powell Street, Suite 1400			Emeryville	CA	94608	
Scott Haessly		Address on File						
Sean Kearney		Address on File						
Seaport Parkway LP	CZS Property Management LLC	211 S Hill Dr	2nd Floor		Brisbane	CA	94005	
Seaport Parkway, LP	Alex Cartlidge	211 South Hill Drive, 2nd Floor			Brisbane	CA	94005	
Seedco Capital		Address on File						
Seela Haidari		Address on File						
SENKO (U.S.A.) INC.		450 East Devon Avenue			Itasca	IL	60143	
Sequoia		1850 Gateway Drive			San Mateo	CA	94404	
Sequoia One PEO, LLC		350 W. Washington St	Suite 301		Tempe	AZ	85288	
Seyed Mohammad N Razavi		Address on File						
SF Fire Department		698 - 2nd Street			San Francisco	CA	94107	
SGS North America Inc.		151 James Dr W			Saint Rose	LA	70087	
Shaquise Alexander		Address on File						
Shaun-Austin Ross		Address on File						

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Shell Ventures LLC		150 N. Dairy Ashford Rd.			Houston	TX	77079	
Shen Zhen Mai Jin Metal Works Co.,Ltd.		Baoneng Technology Park	Qinghu Village, Qinghu Community	Longhua Street, Longhua District	Shenzhen City, Guangdong Province			China
SHENZHEN ALINKTEK CO.,LTD		Floor 3, Building H, Huachuangda	Business Center, Xinghua No.1 Rd 42#		Shenzhen			China
Shenzhen Ameixin Plastic Co., Ltd		2F, Building D, Dingfeng Hi-tech Park, Shapuwei	Songgang Street		Shenzhen	Guangdong		China
Shenzhen Aperture Technology Co., Ltd		410-C025, China Merchants Port Plaz A, No.1	Gongye 3rd Street, Shekou		Shenzhen			China
Shenzhen Infypower Co., Ltd.		1st Floor, No. 1, Linoya Industrial Park	Tangtou No.1 Road, Shiyan Street	Baoan District	Shenzhen	Guangdong	518108	China
ShenZhen XinHaiWang Technology Co., Ltd		Xiumei Building, Jinxiudongfang, Longgang Center City	#15C		Shenzhen		518172	China
Shiv Chopra		Address on File						
Shivam Shetty		Address on File						
Sicheng Zou		Address on File						
SIERRA Productions B.V.		Jan Kiststraat 189 1018 PM	Noord-Holland		Amsterdam			Netherlands
Sijie Zhou		Address on File						
Silicon Valley Disposition, Inc.		3 E 3rd Ave			San Mateo	CA	94401-4010	
SILVEIRA AND SONS INC- 701 International Blvd Lease		499 Embarcadero	45670		Oakland	CA	94606	
Silver Fern Chemical Inc		121 West De La Guerra Street, Suite B			Santa Barbara	CA	93101	
SingerLewak		10960 Wilshire Boulevard	Floor 7th		Los Angeles	CA	90024	
Slamtec		Room 601, 6th Floor, Kailong Technology Building	Building 3, No. 6, Lane 3158	Longdong Avenue	Shanghai			China
Smart Vietnam		Address on File						
Smartsheet		500 108th Ave NE, #200			Bellevue	WA	98004	
Smriti Jha		Address on File						
SMRT Ventures Pte Ltd		Address on File						
Sonic		2260 Apollo Way			Santa Rosa	CA	95407	
Souparna Gangopadhyay		Address on File						
South San Francisco Fire Department		480 N Canal St			South San Francisco	CA	94080	
South San Francisco Scavenger Company, Inc.		500 E Jamie Ct			South San Francisco	CA	94080	
Star Engineering & Electronics		One Vaillancourt Drive			North Attleboro	MA	02763	
State Energy Resources Conversation and Development Commission	Nzube Okemiri	715 P St	Ms-18		Sacramento	CA	95814	
State of California Department of Industrial Relations	Labor Commissioners Office	455 Golden Gate Avenue	9th Floor, Suite 9628		San Francisco	CA	94102-3660	
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION		1120 N Street			Sacramento	CA	95814	
State of California Franchise Tax Board		PO Box 1286			Rancho Cordova	CA	95741	
Stellantis Europe S.p.A	Attn Marco Toniutti	Corso Giovanni Agnelli 200			Torino		10135	Italy
Stellantis Europe S.p.A.	Attn Doron Yitzchaki, Esq.	Dickinson Wright PLLC	350 S. Main Street Suite 300		Ann Arbor	MI	48104	
Stellantis Ventures B.V.	Attn Executive Board Member	Taurus Avenue 1			Hoofddorp		2132 LS	Netherlands
Stephanie Blankley		Address on File						

Exhibit D
Creditor Matrix Service List
Served via First Class Mail

CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Stephen Liu		Address on File						
Steven Engineering		230 Ryan Way			South San Francisco	CA	94080	
Steven L Shrinkle		Address on File						
Stratasys Direct Manufacturing		29185 Network Place			Chicago	IL	60673	
Summi Rizvi		Address on File						
Summit AR		12201 Champlin Dr			Champlin	MN	55316-1930	
Sun Roofing & Construction Company, Inc. (Premier Roofing Supply Inc.)		8803 G St			Oakland	CA	94621	
Sunbelt Rentals		1799 Innovation Point	PO BOX 409211		Fort Mill	SC	29715	
Sung Chan Cho		Address on File						
Sunil Bhilotra		Address on File						
Surya Auroprem		Address on File						
Susan E. Shrinkle-Emmons		Address on File						
Susan Surapruik		Address on File						
Suyash Enterprises		W-222, MIDC Area, Ambad			Nashik, Maharashtra		422010	India
Suyash Pandya		Address on File						
Suyash Yogen Pandya		Address on File						
Suzhou Dasen Electronics Material Co., Ltd.		Lvjing Business Center, No.199 Tayun Road	Yuexi, Wushong Dis., Suzhou		Jiangsu			China
Swope Design Solutions		150 Hooper St. Unit 101			San Francisco	CA	94107	
Sybridge		265 Spring Lake Dr			Itasca	IL	60143-3203	
Tafapolsky & Smith LLP		33 New Montgomery Street	Ste 1400		San Francisco	CA	94105	
Tamarack FI Ample I LLC		30 Beechcroft Road			Greenwich	CT	06830	
Tamarack Global Opportunities I LP		30 Beechcroft Road			Greenwich	CT	06830	
Tamarack Global Opportunities LLP		30 Beechcroft Road			Greenwich	CT	06830	
Tannar Veatch		Address on File						
Tatsuya Tasaki		Address on File						
Taylor-Connor Partnership	Bob Connor	8717 G. Street			Oakland	CA	94621	
Taylor-Connor Partnership		8717 G St.			Oakland	CA	94621	
TCR Advanced Engineering Pvt. Ltd. (India)		250-252/9, GIDC Estate, Makarpura	Vadodara		Gujarat		390010	India
Teja Vanteddu		Address on File						
Teknic Inc		7650 Omnitech Place			Victor	NY	14564	
Temirlan Razak		Address on File						
Texas Comptroller of Public Accounts		111 East 17th St	Lyndon B. Johnson State Office Building		Austin	TX	78774	
TGM I, A SERIES OF TGM FUNDS, LP		Address on File						
The Boston Consulting Group, Inc.		200 Pier 4 Boulevard			Boston	MA	02210	
The Boston Consulting Group, Inc.		Two Embarcadero Center, Suite 2400			San Francisco	CA	94111	
The Delaware Department of State Divison of Corporations		PO Box 898			Dover	DE	19903	
The Fire Consultants, Inc.		2890 North Main Street, Suite 210			Walnut Creek	CA	94597	
The Kitchens Inc. DBA Forkable		5214F Diamond Heights Blvd			San Francisco	CA	94131	
The MathWorks Inc.		3 Apple Hill Dr			Natick	MA	01760	
The Olander Company, Inc.		144 Commercial St			Sunnyvale	CA	94086	
The Pape Group Inc		355 Goodpasture Island Rd			Eugene	OR	97401	

Exhibit D
Creditor Matrix Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
The Pape Group Inc- Pape Material Handling Inc		355 Goodpasture Island Rd			Eugene	OR	97401	
Thermo Heating Elements, LLC		273 Langston Road			Piedmont	SC	29673	
Thomas Degen		Address on File						
Thomas Ly		Address on File						
ThreeBond International, Inc.		6184 Schumacher Park Drive			West Chester	OH	45069	
Tienchai Wirojsaksaree		Address on File						
Timmathy Koy		Address on File						
TMI Associates		106-6123 6-10-1 Roppongi	Tokyo Roppongi Hills Mori Tower 23rd Floor		Minato-ku	Tokyo		Japan
Todd Meeks		Address on File						
Todd Perry		Address on File						
Tongrun International		2501 Pecan Street			Bonham	TX	75418	
Total Quality Logistics (TQL)		1701 Edison Drive	PO Box 63569		Milford	OH	45150	
Total Quality Logistics LLC		4289 Ivy Pointe Blvd			Cincinnati	OH	45245	
Total Quality Logistics, LLC	Attn Joseph B. Wells	4289 Ivy Pointe Blvd			Cincinnati	OH	45245	
Toyota Equipment Finance	RJMS Corporation	6999 Southfront Rd			Livermore	CA	94551	
Toyota Industries Commercial Finance Inc.	c/o Weltman, Weinberg & Reis Co., LPA	5990 West Creek Rd., Suite 200			Independence	OH	44131	
Toyota Industries Commercial Finance Inc.		8951 Cypress Waters #300			Coppell	TX	75019	
Toyota Industries Commercial Finance, Inc	RJMS Corporation	6999 Southfront Rd			Livermore	CA	94551	
Toyota Industries Commercial Finance, Inc		Po Box 660926			Dallas	TX	75266	
Toyota Industries Commercial Finance, Inc		6999 Southfront Rd			Livermore	CA	94551	
TOYOTA MATERIAL HANDLING NORTHERN CA		6999 Southfront Road			Livermore	CA	94551	
Toyota Motor Corporation	Attn Kunihiko Sakata	1 Toyota-cho			Toyota	Aichi	471-8572	Japan
TQL Global, LLC	Attn Joseph Wells	c/o Total Quality Logistics	4289 Ivy Pointe Blvd		Cincinnati	OH	45245	
TQL Global, LLC	Dinsmore & Shohl LLP	Yosina M. Lissebeck	655 West Broadway, Ste 800		San Diego	CA	92101	
TQL Global, LLC		4289 Ivy Pointe Blvd			Cincinnati	OH	45245	
Transform Ample, LP		Address on File						
Trevor Meredith		Address on File						
Trevor Watson		Address on File						
TRIREC Ample Pte Ltd		Address on File						
Tristan Oleynik		Address on File						
Troy Lingle		Address on File						
TRS International Mfg., Inc		27152 Burbank			Foothill Ranch	CA	92610	
Trumony Aluminum Limited		D-7, Dongchuang Sci&Tech Park Jinfeng Road			Suzhou		215000	China
Tsadok Shvo		Address on File						
Tungking See		Address on File						
TUV Rheinland of North America, Inc.		Box 392672			Pittsburgh	PA	15251-9672	
TUV SUD America		1866 New Energy Way			Auburn Hills	MI	48326	
TUV SUD America Inc		401 Edge Water Pl Ste 500			Wakefield	MA	01880	
Twelve Bridge Capital		602 Sawyer Suite 400			Houston	TX	77096	
Twenty-fourth 750, LP	Alex Cartlidge	211 South Hill Drive, 2nd Floor			Brisbane	CA	94005	
U.S. Attorney Office, Southern District of Texas		1000 Louisiana	Suite 2300		Houston	TX	77002	

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Creditor Matrix Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
U.S. Bank Equipment Finance	Insurance Department	1310 Madrid St			Marshall	MN	56258	
U.S. Bank Equipment Finance	The Pape Group- Pape Material Handling Inc	355 Goodpasture Island Rd			Eugene	OR	97401	
U.S. Bank, N.A. d/b/a U.S. Bank Equipment Finance	U.S. Bank Equipment Finance	1310 Madrid Street			Marshall	MN	56258	
U.S. Bank, N.A. d/b/a U.S. Bank Equipment Finance	U.S. Bank Equipment Finance	PO Box 954238			St. Louis	MO	63195	
U.S. Environmental Protection Agency	Office of General Counsel	1200 Pennsylvania Ave NW	2310A		Washington	DC	20460	
Uber Technologies Inc.		1515 Third St			San Francisco	CA	94158	
Uber Technologies, Inc.	c/o Gregg M. Ficks, Esq.	Coblentz Patch Duffy and Bass LLP	One Montgomery Street Suite 3000		San Francisco	CA	94104	
UL LLC		333 Pfingsten Rd			Northbrook	IL	60062	
UL Solutions		333 Pfingsten Road			Northbrook	IL	60062	
ULTRA CORPOTECH PRIVATE LIMITED		Gat No. 854 to 863 & 776, Nighoje Kuruli Road Nighoje, Chakan, Pune			Maharashtra		410 501	India
United of Omaha Life Insurance Company		3300 Mutual of Omaha Plaza	CSO Agency Service		Omaha	NE	68175	
United Rentals (North America) Inc		Po Box 051122			Los Angeles	CA	90074	
UPS Supply Chain Solutions, Inc.		55 Glenlake Parkway, NE			Alpharetta	GA	30328	
Ursula Cateriano		Address on File						
US Customs and Border Protection		33 New Montgomery St	16th Floor		San Francisco	CA	94105	
US Department of Homeland Security		2707 Martin Luther King Jr Ave SE			Washington	DC	20528-0525	
US Department of Justice	US Attorney General	950 Pennsylvania Ave.			Washington	DC	20530	
Usenda		No. 7, Lijing Road, Jiangbei New Area, Nanjing			Jiangsu		210032	China
Usman Khan		Address on File						
VALUEGREAT(HUI ZHOU)TECHNOLOGY CO.,LTD		No.21 Huanqiao South Road, Chenjiang			Huizhou			China
Varsavsky Axel Springer GMBH		Avenida de Europa 4, Planta 1			Madrid			Spain
Varsavsky Axel Springer GMBH & Co. KG		Avenida de Europa 4	Planta 1		Madrid			Spain
Vavakakala Palutea Maafu		Address on File						
Venkel Ltd.		5900 Shepherd Mountain Cove, Building 1			Austin	TX	78730	
Vighnesh Rane		Address on File						
Vikas Gupta		Address on File						
Violin Technologies		MEPZ Special Economic Zone SDF - II (lots 1,2,3,4,20,21)			Tambaram, Chennai	Tamil Nadu	600045	India
Violin Technologies Private Limited	Trey A. Monsour	Fox Rothschild LLP	2501 N. Harwood St., Suite 1800		Dallas	TX	75201	
Violin Technologies Private Limited		MEPZ Special Economic Zone SDF-II (Plot 1,2,3,4,20 and 21)	Kadaperi, Tambaram Chennai		Tamil Nadu India		600045	India
Vision supply		5113 Dalmeny Ct			Columbus	OH	43220	
Vivek Shah	American Arbitration Association	120 Broadway Floor 21			New York	NY	10271	
Vivek Shah		Address on File						
VSC Consulting Service Inc		548 Market St. #78287			San Francisco	CA	94104	

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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
VSC Consulting Services, Inc		76 2Nd Street			San Francisco	CA	94105	
Wai Hong Tsang		Address on File						
Wai Ming Tsang		Address on File						
WARN Act Tort Claimants	Jeremy Pasternak, Esq.	100 Bush St, Ste 1580			San Francisco	CA	94104	
WARN Act Tort Claimants	Schneider Wallace Cottrell Kim LLP	2000 Powell Street, Suite 1400			Emeryville	CA	94608	
Washington Attorney General	Attn Bankruptcy Department	800 Fifth Ave.	Ste 2000		Seattle	WA	98104	
Washington State Department of Revenue		2101 4th Ave.	Suite 1400		Seattle	WA	98121	
Webasto Thermo & Comfort North America, Inc.		15083 North Road			Fenton	MI	48430	
weConnect		Address on File						
WHACHINE BROTHERS LTD.		Building #7,Incubation Zone, No.2 Jingtang Road. East District			Wenling City		217511	China
Willaim Peronilla	Mary E. Olsen	PO Box 3103			Mobile	AL	36602	
William Bentley		Address on File						
William Peronilla		Address on File						
William Stopczynski	Mary E. Olsen	PO Box 3103			Mobile	AL	36602	
William Stopczynski		Address on File						
William Thompson		Address on File						
WilmerHale	Attn Finance Client Accounting	PO Box 724-8760			Philadelphia	PA	19170	
WilmerHale	Attn George W. Shuster, Jr.	7 World Trade Center, 250 Greenwich Street			New York	NY	10007	
WilmerHale		2100 Pennsylvania Avenue Northwest	Suite 400		Washington	DC	20037	
WilmerHale LLP		2600 El Camino Real	Suite 400		Palo Alto	CA	94306	
Windemere Electric		35640 Fremont, Suite 145	Suite 145		Fremont	CA	94536	
Wintek Circuit Technology Limited		Room 1613 Anhui Building, Shennan Road #6007	Futian District		Shenzhen	Guangdong	518034	China
Wintek Circuit Technology Limited		OFFICE NO.3 10/F WITTY 1A-1L TUNG CHOI ST	MONGKOK KL		HONG KONG			China
Wintek Circuit Technology Ltd.		Shennan Road #6007, Anhui Building	No.1613		Shenzhen, Futian District		518034	China
Wiregrass Technologies		955 Tate Dr			Dothan	AL	36301	
Wisconsin Attorney General	Attn Bankruptcy Department	Wisconsin Dept. of Justice	114 East, State Capitol	PO Box 7857	Madison	WI	53707-7857	
Wisconsin Department of Revenue		PO Box 8908			Madison	WI	53708	
WorldQuant Ventures LLC		Address on File						
Wuxi Aston Electric Co., Ltd.		Bashi, Xibei Town, Xishan District			Wuxi City, Jiangsu Province		214194	China
Wuxi Aston Electric Co., Ltd.		No. 8 Zhangjingjingda South Road	Xibei Town Xishan District		Wuxi	Jiangsu	214194	China
Xero Inc		1615 Platte St	Suite 400		Denver	CO	80202	
Xerxes Lansang		Address on File						
XFMRS		7570 East Landersdale Road			Camby	IN	46113	
Xin Zhao		Address on File						
Xometry		6116 Executive Blvd	Suite 800		North Bethesda	MD	20852	
XYZ VENTURE CAPITAL GO FASTER FUND I, LP		Address on File						
Yashodhar Narvaneni		Address on File						
Yasser Sabbagh		Address on File						
Yi-Ching Tu		Address on File						
Youjian Huang		Address on File						

Exhibit D
Creditor Matrix Service List
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CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
YuanPeng Plastic Products Co. Ltd		#61, Baotian 3rd Rd	Xi Xiang Town, Baoan		Shenzhen			China
Yun-Nung Chou		Address on File						
Zarc Recycling		26 S Linden Ave			South San Francisco	CA	94080	
Zemarc Corporation		6431 Flotilla St			Commerce	CA	90040	
Zen Properties Management LLC-6341 Ridgeway Drive		15203 Severyns Rd			Tustin	CA	92782	
ZeroCater, Inc		44 Montgomery Street	3rd Floor		San Francisco	CA	94104	
Zhongshan Hord Rapidtools Co.,Ltd.		Yixian Road No.112, Torch Development Zone, C Bldg			Zhongshan	Guangdong	528437	China
Zhongshan Hord Rapidtools Ltd.		No. 222, Yixian Road, The 6th Industrial Zone	Nanlang Street		Zhongshan	Guangdong	528451	China
Zoumana Cisse		Address on File						
Zylog Composites Pvt Ltd		Zylog Tower, Lane No 4, Behind Bank of Baroda, Kalyani Nagar			Pune		410006	India

From: Jones, Nancy J.
To: Docket
Subject: FW: 25-90817 Certificate
Date: Tuesday, March 10, 2026 6:06:20 PM

Nancy J. Jones, RP® | Pillsbury Winthrop Shaw Pittman LLP
Legal Practice Coordinator
609 Main Street, Suite 2000 | Houston, TX 77002
t +1.713.276.7662 | m +1.832.693.3296
nancy.jones@pillsburylaw.com | pillsburylaw.com

From: BKECF_LiveDB@txs.uscourts.gov <BKECF_LiveDB@txs.uscourts.gov>
Sent: Tuesday, March 10, 2026 6:05:34 PM (UTC-06:00) Central Time (US & Canada)
To: BK_Notices@txsb.uscourts.gov <BK_Notices@txsb.uscourts.gov>
Subject: 25-90817 Certificate

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U.S. Bankruptcy Court

Southern District of Texas

Notice of Electronic Filing

The following transaction was received from Evan Gershbein entered on 3/10/2026 at 6:05 PM CDT and filed on 3/10/2026

Case Name: Ample, Inc. and Official Committee Of Unsecured Creditors
Case Number: 25-90817
Document Number: 211

Docket Text:
Certificate *of Service of Nuno Cardoso for Notice of Second Extension of the Bid Deadline* (Filed By Kurtzman Carson Consultants, LLC d/b/a Verita Global).(Related document(s): [207] Notice) (Gershbein, Evan)

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename:260304 Ample COS re DN 207.pdf
Electronic document Stamp:
[STAMP bkecfStamp_ID=996787432 [Date=3/10/2026] [FileNumber=53436775-0] [4629260f76b61196f83878ffaecdecefffbc66457d54a31d737d1451f596d988231 9c62f8a58a9fa11e634fb41ca991c08ab19ef3032da44af842a49fa542616]]

25-90817 Notice will be electronically mailed to:

Andrew Vincent Alfano on behalf of Debtor Ample, Inc.
andrew.alfano@pillsburylaw.com

Dominique Ashley Douglas on behalf of Creditor Committee Official Committee Of Unsecured Creditors
ddouglas@dykema.com,
MAraiza@dykema.com;Douglas.DominiqueB146254@notify.bestcase.com

Jeffrey Rice Dutson on behalf of Creditor Citizens Bank, N.A
jdutson@kslaw.com

Scott D Fink on behalf of Creditor Toyota Industries Commercial Finance, Inc.
Bronationalecf@weltman.com

Michael Fishel on behalf of Creditor Twelve Bridge Capital, LLC
michael@FishelLawGroup.com, michael-fishel-2874@ecf.pacerpro.com

Vianey Garza on behalf of U.S. Trustee US Trustee
vianey.garza@usdoj.gov

Evan Gershbein on behalf of Other Prof. Kurtzman Carson Consultants, LLC d/b/a Verita Global
ECFpleadings@kccllc.com, ECFpleadings@kccllc.com

Andrew Jimenez on behalf of U.S. Trustee US Trustee
andrew.jimenez@usdoj.gov

Yosina Mariette Lissebeck on behalf of Creditor TQL Global, LLC
yosina.lissebeck@dinsmore.com, caron.burke@dinsmore.com

Russell Hale Neilson on behalf of Creditor Citizens Bank, N.A
hneilson@kslaw.com, TGreen@KSLAW.com

Mark Alan Platt on behalf of Creditor KR 100 Hooper, LLC
mplatt@fbtlaw.com, dwilliams@fbtlaw.com

Sarah L. Primrose on behalf of Creditor Citizens Bank, N.A
sprimrose@kslaw.com

Hugh Massey Ray, III on behalf of Debtor Ample Texas EV, LLC
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

Hugh Massey Ray, III on behalf of Debtor Ample, Inc.
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

Hugh Massey Ray, III on behalf of Defendant Ample, Inc.

hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

US Trustee
USTPRegion07.HU.ECF@USDOJ.GOV

25-90817 Notice will not be electronically mailed to:

Getzler Henrich & Associates LLC
,

Pillsbury Winthrop Shaw Pittman LLP
,

EXHIBIT 11-e

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

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

SUPPLEMENTAL CERTIFICATE OF SERVICE

I, Heather Fellows, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtors in the above-captioned case.

On or before March 17, 2026, at my direction and under my supervision, employees of Verita caused to be served per postal forwarding address the following documents via First Class Mail upon the service list attached hereto as **Exhibit A**:

- **Notice of Modified Sale Process and Extension of the Bid Deadline** [Docket No. 198]
- **Notice of Second Extension of the Bid Deadline** [Docket No. 207]

Dated: April 1, 2026

/s/ Heather Fellows
Heather Fellows
Verita
222 N Pacific Coast Highway,
3rd Floor
El Segundo, CA 90245
Tel. 310.823.9000

[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). A copy of this pleading 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.

Exhibit A

Exhibit A

Supplemental Creditor Matrix Service List

Served via First Class Mail

CreditorName	Address1	City	State	Zip
Aaron Villalobos	Address on File			
Maya Padmalayam	Address on File			
Senko (U.S.A.) Inc.	3600 Corporate Dr	Winchester	KY	40391-8495

From: Jones, Nancy J.
To: Docket
Subject: FW: 25-90817 Certificate
Date: Wednesday, April 1, 2026 6:08:21 PM

Nancy J. Jones, RP® | Pillsbury Winthrop Shaw Pittman LLP
Legal Practice Coordinator
609 Main Street, Suite 2000 | Houston, TX 77002
t +1.713.276.7662 | m +1.832.693.3296
nancy.jones@pillsburylaw.com | pillsburylaw.com

From: BKECF_LiveDB@txs.uscourts.gov <BKECF_LiveDB@txs.uscourts.gov>
Sent: Wednesday, April 1, 2026 6:06:56 PM (UTC-06:00) Central Time (US & Canada)
To: BK_Notices@txsb.uscourts.gov <BK_Notices@txsb.uscourts.gov>
Subject: 25-90817 Certificate

*****NOTE TO PUBLIC ACCESS USERS*** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30-page limit do not apply.**

U.S. Bankruptcy Court

Southern District of Texas

Notice of Electronic Filing

The following transaction was received from Evan Gershbein entered on 4/1/2026 at 6:06 PM CDT and filed on 4/1/2026

Case Name: Ample, Inc. and Official Committee Of Unsecured Creditors
Case Number: 25-90817
Document Number: 228

Docket Text:
Certificate *of Service (Supplemental) of Heather Fellows for (1) Notice of Modified Sale Process and Extension of the Bid Deadline; and (2) Notice of Second Extension of the Bid Deadline* (Filed By Kurtzman Carson Consultants, LLC d/b/a Verita Global).(Related document(s):[198] Notice, [207] Notice) (Gershbein, Evan)

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename:260318 Ample SCOS re DNs 198, 207.pdf
Electronic document Stamp:
[STAMP bkecfStamp_ID=996787432 [Date=4/1/2026] [FileNumber=53545453-0] [8d873fe6ae364680ecb4a97af6027f60746523142801794a53b4e0ce65f363bf0ed4

5ce593ef204bfddcc33d7ee1c9ba3b1f1dd1082f0fd49b4be1a7aa230f5a]]

25-90817 Notice will be electronically mailed to:

Andrew Vincent Alfano on behalf of Debtor Ample, Inc.
andrew.alfano@pillsburylaw.com

Dominique Ashley Douglas on behalf of Creditor Committee Official Committee Of Unsecured Creditors
ddouglas@dykema.com,
MAraiza@dykema.com;Douglas.DominiqueB146254@notify.bestcase.com

Jeffrey Rice Dutson on behalf of Creditor Citizens Bank, N.A
jdutson@kslaw.com

Scott D Fink on behalf of Creditor Toyota Industries Commercial Finance, Inc.
Bronationalecf@weltman.com

Michael Fishel on behalf of Creditor Twelve Bridge Capital, LLC
michael@FishelLawGroup.com, michael-fishel-2874@ecf.pacerpro.com

Vianey Garza on behalf of U.S. Trustee US Trustee
vianey.garza@usdoj.gov

Evan Gershbein on behalf of Other Prof. Kurtzman Carson Consultants, LLC d/b/a Verita Global
ECFpleadings@kccllc.com, ECFpleadings@kccllc.com

Andrew Jimenez on behalf of U.S. Trustee US Trustee
andrew.jimenez@usdoj.gov

Yosina Mariette Lissebeck on behalf of Creditor TQL Global, LLC
yosina.lissebeck@dinsmore.com, caron.burke@dinsmore.com

Russell Hale Neilson on behalf of Creditor Citizens Bank, N.A
hneilson@kslaw.com, TGreen@KSLAW.com

Mark Alan Platt on behalf of Creditor KR 100 Hooper, LLC
mplatt@fbtlaw.com, dwilliams@fbtlaw.com

Sarah L. Primrose on behalf of Creditor Citizens Bank, N.A
sprimrose@kslaw.com

Hugh Massey Ray, III on behalf of Debtor Ample Texas EV, LLC
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

Hugh Massey Ray, III on behalf of Debtor Ample, Inc.
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

Hugh Massey Ray, III on behalf of Defendant Ample, Inc.
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

US Trustee
USTPRegion07.HU.ECF@USDOJ.GOV

25-90817 Notice will not be electronically mailed to:

1699 West Grand Avenue Property Owner, L.P.
Buchalter LLP
c/o Valerie Bantner Peo, Esq.
425 Market St., Suite 2900
San Francisco, CA 94105

Getzler Henrich & Associates LLC
,

Pillsbury Winthrop Shaw Pittman LLP
,

EXHIBIT 11-f

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

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

CERTIFICATE OF SERVICE

I, Nuno Cardoso, depose and say that I am employed by Kurtzman Carson Consultants, LLC dba Verita Global ("Verita"), the claims and noticing agent for the Debtors in the above-captioned case.

On April 15, 2026, at my direction and under my supervision, employees of Verita caused to be served the following document via Electronic Mail upon the service list attached hereto as **Exhibit A**; and via First Class Mail upon the service list attached hereto as **Exhibit B**:

- **Notice of (I) Successful Bid; and (II) Sale Hearing Scheduled for April 21, 2026 at 1:30 p.m. (CDT)** [Docket No. 239]

Dated: April 16, 2026

/s/ Nuno Cardoso
Nuno Cardoso
Verita
222 N Pacific Coast Highway,
3rd Floor
El Segundo, CA 90245
Tel. 310.823.9000

[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). A copy of this pleading 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.

Exhibit A

Exhibit A
Master Service List
Served via Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Interested Party	Bluewater Battery Logistics, LLC	Attn: Beth Dumas	bdumas@bluewaterbattery.com
Counsel for 1699 West Grand Avenue Property Owner, L.P.	Buchalter LLP	Valerie Bantner Peo, Esq.	vbantnerpeo@buchalter.com
Delaware Attorney General	Delaware Attorney General	Attn Bankruptcy Department	attorney.general@state.de.us
District of Columbia Attorney General	District of Columbia Attorney General	Attn Bankruptcy Department	oag@dc.gov
Co-Counsel for the Official Committee of Unsecured Creditors	Dykema Gossett PLLC	William Hotze, Dominique Douglas	whotze@dykema.com; ddouglas@dykema.com
Counsel for Debtor-In-Possession Lender and Twelve Bridge Capital, LLC	Fishel Law Group	Michael Fishel	michael@FishelLawGroup.com
Counsel to Citizens Bank, N.A.	King & Spalding, LLP	R. Hale Neilson	hneilson@kslaw.com
Counsel to Citizens Bank, N.A.	King & Spalding, LLP	Sarah Primrose, Jeffery R. Dutson	sprimrose@kslaw.com; jdutson@kslaw.com
New Hampshire Attorney General	New Hampshire Attorney General	Attn Bankruptcy Department	attorneygeneral@doj.nh.gov
Co-Counsel for the Official Committee of Unsecured Creditors	Porzio, Bromberg & Newman, P.C.	Rachel A. Parisi, Christopher P. Mazza, Jenny Zhou	RAParisi@pbnlaw.com; CPMazza@pbnlaw.com; JZhou@pbnlaw.com
Interested Party	Sunil Bhilotra		Email on File
United States Attorney Office for the Southern District of Texas	US Attorney Office, Southern District of Texas		usatxs.civilnotice@usdoj.gov
Office of the U.S. Trustee for the Southern District of Texas (Houston Division)	US Trustee for the Southern District of Texas	Vianey Garza, Andrew Jimenez	vianey.garza@usdoj.gov; andrew.jimenez@usdoj.gov
Counsel to Toyota Industries Commercial Finance Inc.	Weltman, Weinberg and Reis Co., L.P.A.	Scott D. Fink	BnkEcf-TX@weltman.com
Wisconsin Attorney General	Wisconsin Attorney General	Attn Bankruptcy Department	dojbankruptcynoticegroup@doj.state.wi.us

Exhibit B

Exhibit B

Master Service List

Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip
California Attorney General	California Attorney General	Attn Bankruptcy Department	1300 I St., Ste. 1740		Sacramento	CA	95814-2919
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
Counsel to Plaintiffs Sabrina Ohanian, Henry Smith, and Maricela Guerrero Santo and the Proposed Class	Lankenau & Miller, LLP	Stuart Miller, Jonathan Miller	100 Church St, 8th Floor		New York	NY	10007
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts	Attn Bankruptcy Section	Lyndon B Johnson State Office Building	111 East 17th St	Austin	TX	78774
Texas Comptroller of Public Accounts	Texas Comptroller of Public Accounts		PO Box 13528, Capitol Station		Austin	TX	78711-3528
Counsel to Plaintiffs Sabrina Ohanian, Henry Smith, and Maricela Guerrero Santo and the Proposed Class	The Gardner Firm	Mary Olsen, M. Vance McCrary	182 St. Francis St, Suite 103		Mobile	AL	36602
Counsel to Plaintiffs Sabrina Ohanian, Henry Smith, and Maricela Guerrero Santo and the Proposed Class	The Webster Law Firm	Jason Webster	24 Greenway Plaza, Suite 600		Houston	TX	77046
US Attorney General	US Department of Justice	US Attorney General	950 Pennsylvania Avenue NW		Washington	DC	20530-0001
Washington Attorney General	Washington Attorney General	Attn Bankruptcy Department	800 Fifth Ave, Ste 2000		Seattle	WA	98104

EXHIBIT 12

United States Bankruptcy Court
Southern District of Texas
ENTERED
January 12, 2026
Nathan Ochsner, Clerk

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

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

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN SENIOR SECURED PRIMING SUPERPRIORITY POSTPETITION FINANCING, AND GRANT LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (II) MODIFYING THE AUTOMATIC STAY, (III) SCHEDULING A FINAL HEARING, AND (IV) GRANTING RELATED RELIEF
(Relates to Docket Nos. 5 & 27)

The Court has reviewed and considered the motion (the "DIP Motion")[2] of Ample Texas EV, LLC, and Ample, Inc., each a debtor and debtor in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), pursuant to sections 105, 361, 362, 363, 364, 503, 506, 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rules 2002-1, 4001-1, 4002-1 and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Local Rules"), and the Procedures for Complex Cases in the Southern District of Texas (the "Complex Case Procedures" and, together with the Bankruptcy Local Rules, the "Local Rules") promulgated by the United States Bankruptcy Court for the Southern District of Texas (the "Court") seeking, among other things:

---

[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 final order (this "Final Order") is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

[2] Capitalized terms used but not defined herein are given the meanings ascribed to such terms in the DIP Motion or the DIP Term Sheet, as applicable.

(A) final authorization for the Debtors to obtain senior secured post-petition financing (the "DIP Facility") consisting of multi-draw term loans (the "DIP Term Loans") in a principal amount not to exceed $6,000,000 (the "DIP Term Loan Commitment") from Twelve Bridge Capital, LLC (the "DIP Lender") pursuant to that certain DIP Term Sheet agreement by and among the Debtors, as Borrowers, the DIP Lender, as Lender, (the "DIP Term Sheet" and, together with any definitive documents, instruments, amendments, schedules or exhibits among the parties, the "DIP Loan Documents"); $2,500,000 of which became available upon entry of the Interim Order (the "Initial Draw");

(B) final approval of the terms of the DIP Term Sheet and to perform such other and further acts as may be required by the DIP Lender in connection with any DIP Loan Document;

(C) final authorization for the Debtors to use the proceeds of the DIP Term Loans as expressly provided in the DIP Loan Documents and solely in accordance with this Final Order and the applicable approved Budget;

(D) final authorization for the Debtors to grant to the DIP Lender superpriority administrative claims pursuant to section 364(c)(1) of the Bankruptcy Code payable from and secured by Liens pursuant to section 364(c)(2) and 364(c)(3) of the Bankruptcy Code and priming liens pursuant to section 364(d) of the Bankruptcy Code on, all prepetition and post-petition property of the Debtors' estates and all proceeds thereof (except as otherwise expressly provided herein), in each case subject to the Carve Out;

(E) waiver of the Debtors' right to surcharge the DIP Collateral pursuant to section 506(c) of the Bankruptcy Code subject to the provisions set forth below;

(F) waiver of the equitable doctrine of "marshaling" and other similar doctrines as to the DIP Lender, in each case subject to the provisions set forth below;

(G) modification of the automatic stay to the extent set forth herein and in the DIP Loan Documents; and

(H) approving the relief granted herein on a final basis and authorizing the Debtors to forthwith borrow from the DIP Lender under the DIP Loan Documents up to the full amount of the DIP Facility.

The Court has considered the DIP Motion, all pleadings related thereto, including all objections to the DIP Motion, as well as the evidence submitted, and the oral arguments of record made by the Debtors at the Interim Hearing held on December 18, 2025 and the Final Hearing held on January 12, 2026. After due deliberation and consideration, the Court finds and concludes that good and sufficient cause exists to enter this Final Order, as follows:[3]

1. Petition Date. On December 16, 2025 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court commencing the Chapter 11 Cases.

2. Debtors in Possession. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

3. Jurisdiction and Venue. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) 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 pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§

[3] The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

1408 and 1409. The Court may enter a final order consistent with Article III of the United States Constitution.

4. Committee Formation. On December 30, 2025, the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Committee") in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

5. Notice. Proper, timely, adequate, and sufficient notice of the Interim and Final Hearings and the relief requested in the DIP Motion has been provided to (a) the U.S. Trustee, (b) U.S. Bank Equipment Finance and Raymond Leasing Corporation, (c) counsel to the DIP Lender (Fishel Law Group), (d) counsel to the Committee (Dykema Gossett PLLC and Porzio, Bromberg & Newman, P.C.); (e) all other parties asserting a lien on or a security interest in the assets of the Debtors to the extent reasonably known to the Debtors, (f) the United States Attorney's Office for the Southern District of Texas, (g) the Internal Revenue Service, (h) those creditors holding the 30 largest unsecured claims against the Debtors' estates, (i) the state attorneys general for states in which the Debtors conduct business, and (j) any additional party identified in section E of the Complex Case Procedures.

6. Findings Regarding the DIP Term Loans.

(a) *Need for Post-Petition Financing*. The Debtors have an immediate and critical need to obtain the DIP Facility. The Debtors' ability to obtain the DIP Term Loans is critical to their efforts to obtain the best value for their assets pursuant to any financing or sale transactions to be effectuated by the Debtors in these Chapter 11 Cases.

(b) *No Credit Available on More Favorable Terms*. The DIP Lender has indicated a willingness to provide the Debtors with the DIP Term Loans on the terms and

conditions set forth in this Final Order and in the DIP Term Sheet. After considering all of the alternatives, the Debtors have concluded, in an exercise of their sound business judgment, that the DIP Term Loans to be provided by the DIP Lender pursuant to the terms of this Final Order and the DIP Term Sheet represent the best financing presently available to the Debtors. The Debtors are unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain: (a) unsecured credit having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a) and 507(b) of the Bankruptcy Code; (b) credit secured solely by a lien on property of the Debtors and their Estates that is not otherwise subject to a lien; or (c) credit secured solely by a junior lien on property of the Debtors and their Estates that is subject to a lien. Given their current financial condition, financing arrangements, and capital structure, the Debtors have been unable to obtain credit on more favorable terms and conditions than those provided in this Final Order.

(c) *Priming of the Prepetition Liens*. The priming of the Prepetition Liens on the Prepetition Collateral under section 364(d) of the Bankruptcy Code, as contemplated by the DIP Term Sheet and as further described below, will enable the Debtors to obtain the DIP Facility and to continue to operate their businesses for the benefit of their estates and creditors, and the Debtors would not be able to obtain debtors-in-possession financing in a sufficient amount without the Court granting such priming liens. Consistent with the requirements of section 364(d) of the Bankruptcy Code, any prepetition secured lender (if it exists) shall receive adequate protection as set forth in this Final Order pursuant to sections 361, 363, and 364 of the Bankruptcy Code, against any post-petition diminution in value of any such prepetition lenders' respective liens and interests in any of their prepetition collateral (including Cash Collateral, of which the Debtors assert there is none prepetition) resulting from, among other things, (i) the use, sale, or lease by the Debtors of

such collateral, (ii) the market value decline of such collateral, (iii) the use of alleged prepetition Cash Collateral by the Debtors, (iv) the imposition of the automatic stay, (v) the subordination of any prepetition liens and prepetition secured obligations to the Carve-Out, the DIP Liens, and the DIP Obligations, in each case, as set forth in this Final Order, and (vi) any other act or omission which causes diminution in the value of their respective liens or interests in any prepetition collateral (including prepetition Cash Collateral, should any exist) (collectively, "Diminution").

(d) *Good Cause Shown*. Good cause has been shown for immediate entry of this Final Order pursuant to Bankruptcy Rule 4001(c)(2), and, to the extent it applies, Bankruptcy Rule 6003, as the Court finds that entry of this Final Order is necessary to avoid immediate and irreparable harm to the Debtors and their estates. Entry of this Final Order is in the best interest of the Debtors, their estates, and creditors. The terms of the DIP Term Sheet are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

(e) *Good Faith*. The Debtors and the DIP Lender have negotiated the terms and conditions of the DIP Term Sheet and this Final Order in good faith and at arm's-length, and any credit extended and loans made to the Debtors pursuant to this Final Order shall be, and hereby are, deemed to have been extended, issued or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code.

7. Disposition. The DIP Motion is approved on a final basis on the terms and conditions set forth in this Final Order. This Final Order shall become effective immediately upon its entry. Any objections that were made to the DIP Motion or the entry of this Final Order (to the extent such objections have not been withdrawn, waived, resolved, or settled) are hereby overruled

on the merits. To the extent the terms of the DIP Term Sheet differ in any material respect from the terms of this Interim Order, this Final Order shall control.

8. Approval of DIP Loan Documents. The terms and conditions of the DIP Term Sheet are hereby approved. The Debtors are hereby authorized to execute the DIP Term Sheet and such additional documents, instruments, and agreements as may be reasonably required by the DIP Lender to implement the terms or effectuate the purposes of this Final Order.

9. DIP Term Loans Authorized. Immediately upon entry of the Interim Order, the Debtors were authorized to borrow the Initial Draw up to the principal amount of $2,500,000. Upon entry of this Final Order, the Debtors will be authorized to borrow the full amount of the DIP Commitment up to the aggregate principal amount of $6,000,000 under the terms of such DIP Loan Documents.

10. DIP Collateral. As security for the DIP Obligations (as defined herein), effective immediately upon entry of the Interim Order, pursuant to sections 361, 362, 364(c), and 364(d) of the Bankruptcy Code, the DIP Lender was granted valid, binding, continuing, enforceable, non-avoidable, and automatically and properly perfected security interests and DIP Liens (defined below) on all of the Debtors' assets owned whether now existing or hereafter arising and wherever located, tangible or intangible, of each of the Debtors (the "DIP Collateral"), including, without limitation, building improvements, Stalking Horse deposit, proceeds from the Duty Drawback (as defined in the DIP Term Sheet), inventory, accounts receivable, real and personal property, equipment, rights under leases and other contracts, patents, copyrights, licenses, trademarks, trade names and other intellectual property and capital stock of the Debtors, and the proceeds thereof (including, without limitation, proceeds from the disposition of real property, including non-residential leaseholds). For the avoidance of doubt, the DIP Collateral shall not include any

avoidance actions brought pursuant to chapter 5 of the Bankruptcy Code or section 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state law or foreign law equivalents (collectively, "Avoidance Actions"), and any director and officer claims and causes of action (collectively, "D&O Claims"); *provided,* however, the proceeds of such Avoidance Actions ("Avoidance Action Proceeds") shall be included in the DIP Collateral.

11. Notwithstanding anything in the Interim Order, Final Order, or the DIP Loan Documents to the contrary, in no event shall the DIP Collateral (and the DIP Liens) include: any leasehold interest solely with respect to the non-residential real property lease between the Debtor and KR 100 Hooper, LLC, as landlord, for the premises located at 100 Hooper Street, San Francisco, California, together with the sublease between the Debtor and Redwood Materials, Inc. for a portion of the premises (collectively, the "Hooper Lease"), to the extent such Hooper Lease prohibits or restricts the granting of liens thereon (except as permitted pursuant to applicable non-bankruptcy law); *provided, however*, that the DIP Collateral shall include the proceeds of any sale, assignment, or other disposition of the Hooper Lease, and any security deposits held by KR 100 Hooper, LLC under the Hooper Lease or the Debtor's interest in any prepaid rent under the Hooper Lease (provided that DIP Collateral shall include the Debtor's revisionary interests therein), in each case, unless such lien is expressly permitted under the Hooper Lease.

12. Nothing in the DIP Loan Documents or the Interim Order, or this Final Order is intended to alter the rights, if any, of KR 100 Hooper, LLC, as landlord under the Hooper Lease, with respect to insurance proceeds arising from or relating to the premises at 100 Hooper Street, San Francisco, California.

13. Notwithstanding anything to the contrary in the DIP Loan Documents, the Interim Order or this Final Order, the rights of the DIP Lender to use or occupy any premises subject to

the Hooper Lease between the Debtor and KR 100 Hooper, LLC, as landlord, for the premises located at 100 Hooper Street, San Francisco, California, shall be limited to: (a) any such rights agreed in writing by KR 100 Hooper, LLC; (b) any such rights under applicable non-bankruptcy law, if any; or (c) further order of the Court following notice and a hearing appropriate under the circumstances.

14. DIP Obligations. The DIP Term Loans include all loans made to or for the benefit of the Debtors on or after the Petition Date under the DIP Loan Documents, together with all fees and interest thereon, and all other fees and other liabilities owed by the Debtors to the DIP Lender under the DIP Loan Documents and this Final Order (collectively, the "DIP Obligations"). The DIP Term Loans shall: (i) bear interest payable at the rates set forth in the DIP Term Sheet; (ii) be secured in the manner specified herein; (iii) be payable in accordance with the terms of the DIP Term Sheet; and (iv) otherwise be governed by the terms set forth herein and in the DIP Term Sheet. The DIP Liens and DIP Obligations shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases, upon the conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (each such case or proceeding, a "Successor Case"), and/or upon the dismissal of the Chapter 11 Cases. The DIP Liens shall not be subject to the "equities of the case" exception of section 552 of the Bankruptcy Code, section 506(c) of the Bankruptcy Code, or section 551 of the Bankruptcy Code.

15. DIP Liens. Subject to the Carve Out, as set forth more fully in this Final Order, the DIP Lender is hereby granted the following security interests and liens, which shall immediately be valid, binding, automatically perfected, continuing, enforceable, and unavoidable (all liens and security interests granted to the DIP Lender pursuant to this Interim Order and this Final Order, the "DIP Liens"):

(a) Pursuant to Bankruptcy Code sections 507(b) and 364(c)(1), an allowed claim in the Chapter 11 Cases that has priority over any and all administrative expenses and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including all administrative expenses of the kind specified in Bankruptcy Code sections 503(b) or 507(b); and

(b) Pursuant to section 364(d)(1) of the Bankruptcy Code, valid, enforceable, fully perfected security interests in and first priority priming liens upon all of the Debtors' rights in property of the Debtors' estates as of the Petition Date, and all of the Debtors' rights in property acquired post-petition (and proceeds thereof), whether now existing or hereafter acquired or arising, which liens shall be subject to the Carve Out.

16. Perfection of DIP Liens. The DIP Liens automatically attached to the DIP Collateral and become valid and perfected immediately upon entry of the Interim Order without the requirement of any further action by the DIP Lender; *provided*, *however*, that if the DIP Lender determines to file any mortgages, financing statements, notice of liens or similar instruments, the Debtors will cooperate and assist in any such filings and the automatic stay shall be modified to allow such filing.

17. DIP Lien Priority. The DIP Liens shall secure all of the DIP Obligations, to the extent and subject to the priorities set forth herein, and shall at all times have a higher priority and shall remain senior to the rights of the Debtors, any prepetition lenders, any chapter 7 or chapter 11 trustee, and any other secured, administrative priority, unsecured or other claims of any party in the Chapter 11 Cases (subject only to the Carve Out or except as otherwise (and solely to the extent) expressly provided herein), and the DIP Liens and the DIP Super-Priority Claims (as defined herein) granted herein shall not be made or become subject, junior, or subordinated to any

"priming" or other liens, nor made *pari passu* with any other lien, security interest, or claim heretofore or hereafter granted under section 364 of the Bankruptcy Code or otherwise, in the Chapter 11 Cases (subject only to the Carve Out) or any Successor Cases.

18. Citizens Bank. Notwithstanding anything in this Final Order or the Interim Order to the contrary, any liens granted pursuant to this Final Order or the Interim Order (including the DIP Liens) shall be subordinate to any liens or security interests held by Citizens Bank, N.A. (or one of its affiliates) to the extent such liens or security interests are valid, perfected, enforceable and unavoidable as of the Petition Date.

19. DIP Super-Priority Claims. The DIP Obligations shall, pursuant to section 364(c)(1) of the Bankruptcy Code, at all times constitute allowed super-priority administrative expense claims (the "DIP Super-Priority Claims") of the DIP Lender against the Debtors and be payable from and have recourse to all assets and property of the Debtors. Subject only to the Carve Out, the DIP Super-Priority Claims shall have priority over any and all other administrative expenses, adequate protection claims, diminution in value claims, and all other claims asserted against the Debtors now existing or hereafter arising of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all other administrative expenses or other claims arising under any other provisions of the Bankruptcy Code, including sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(b), 506(b), 506(c), 507(a), 507(b), 507(d), 546, 726, 1113, or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other nonconsensual lien, levy, or attachment. The DIP Super-Priority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered an administrative expense allowed under section 503(b) of the Bankruptcy Code and shall be payable

from and have recourse to all pre- and post-petition assets and property, whether existing on the Petition Date or thereafter acquired, of the Debtors and all proceeds thereof. Other than as expressly provided herein with respect to the Carve Out, no costs or expenses of administration, including, without limitation, Professional Fees allowed and payable under sections 328, 330, and 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in the Chapter 11 Cases or in any Successor Cases and no priority claims are or will be senior to, prior to, or *pari passu* with the DIP Liens, the DIP Super-Priority Claims, or any of the DIP Obligations or with any other claims of the DIP Lender arising hereunder or otherwise in connection with the DIP Facility.

20. No Obligation to Extend Credit. The DIP Lender shall have no obligation to make any loan under the DIP Term Sheet unless all of the conditions precedent under the DIP Term Sheet and this Final Order have been satisfied in full or waived by the DIP Lender in its sole discretion in accordance with the terms of the DIP Term Sheet.

21. Use of Proceeds of the DIP Term Loans. As a condition to providing the DIP Facility, the DIP Lender requires, and the Debtors have agreed, that all proceeds of the DIP Term Loans shall be used or applied solely for the purposes expressly permitted in, and in a manner consistent with, the Approved Budget (as defined herein), including (i) to pay transaction costs, fees and expenses that are incurred in connection with the DIP Facility, including professional fees of the DIP Lender; to pay professional fees of the Debtors and other estate professionals;(ii) for working capital and other general corporate purposes permitted by Bankruptcy Court orders and the approved Budget, including any ordinary course costs and expenses of administration of the Chapter 11 Cases which do not require Bankruptcy Court approval.

22. Maturity Date. Pursuant to the DIP Term Sheet and any applicable DIP Loan

Documents subsequently approved by the Court, on the applicable Maturity Date, all DIP Obligations shall be immediately due and payable, all commitments to extend credit under the applicable DIP Facility will terminate.

23. Certain Events of Default. The occurrence of any of the following events, unless waived by the DIP Lender in writing, shall constitute an event of default (collectively, the "Events of Default"): (a) any "Event of Default" identified in this Final Order; (b) the failure of the Debtors to perform, in any respect, any of the terms, provisions, conditions, covenants, or obligations under this Final Order; or (c) the occurrence of an "Event of Default" under the DIP Term Sheet.

24. Rights and Remedies Upon Event of Default. The automatic stay provisions of section 362 of the Bankruptcy Code are hereby modified to the extent necessary to permit the DIP Lender to enforce all rights under the DIP Term Sheet and any applicable DIP Loan Documents (subject to the terms of this Final Order) and (i) upon the occurrence and during the continuation of an Event of Default that has not been waived by the DIP Lender or the Maturity Date, declare by written notice (A) the termination, reduction or restriction of any further DIP Commitment to the extent any such DIP Commitment remains and (B) all DIP Obligations to be immediately due and payable, without presentment, demand, protest, or other notice of any kind, all of which are expressly waived by the Debtors (such notice, a "Termination Notice") (which notice shall be filed on the docket of these Chapter 11 Cases) and (ii) upon the occurrence and during the continuation of an Event of Default that has not been waived by the DIP Lender or the Maturity Date, after the giving of five (5) business days' prior written notice (such five (5) business day period, the "Remedies Notice Period") to counsel to the Debtors, counsel to the Committee , and the U.S. Trustee, the DIP Lender may, subject to the terms of this Final Order, exercise all rights and remedies provided for in the DIP Term Sheet, applicable DIP Loan Documents and applicable law,

including (a) immediately terminate and/or revoke the Debtors' right under this Final Order and any other DIP Loan Documents to use any postpetition cash collateral; (b) terminate the DIP Facility and any DIP Loan Documents as to any future liability or obligation of the DIP Lender but without affecting any of the DIP Obligations or the DIP Liens securing such DIP Obligations; (c) declare all DIP Obligations to be immediately due and payable; and (d) invoke the right to charge interest at the default rate under the DIP Loan Documents. Following the delivery of such notice and prior to exercising remedies with respect to any DIP Collateral, the DIP Lender shall file a motion (the "Stay Relief Motion") seeking emergency relief from the automatic stay. In any hearing regarding any exercise of rights or remedies under the DIP Loan Documents, the Debtors may seek relief from the Court seeking to stay the DIP Lender's exercise of any rights and remedies. The Debtors shall not object to any request for such Stay Relief Motion to be heard on shortened notice. Until such time as the Stay Relief Motion has been adjudicated by the Court, the Debtors shall continue to have the right to use post petition cash collateral solely to pay necessary expenses to avoid irreparable harm to the Debtors' estates, fund the Carve Out in accordance with the terms of this Final Order and the Approved Budget during the Remedies Notice Period and pending any final determination from the Court. As soon as reasonably practicable following receipt of a Termination Notice, the Debtors shall file a copy of the same on the docket of the Chapter 11 Cases.

25. Authorization to Use Cash Collateral. All cash and cash equivalents of the Debtors, whenever or wherever acquired, and the proceeds of all collateral pledged to the DIP Lender, constitute "Cash Collateral", as contemplated by section 363(a) of the Bankruptcy Code. Based on the testimony of the Debtors, the Court finds no prepetition lender has a claim to cash collateral. Subject to the terms and conditions of this Final Order, and in a manner consistent with the

Approved Budget, the Debtors are authorized to use the DIP Lender's Cash Collateral. Nothing in this Final Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or either Debtor's use of any Cash Collateral or other proceeds resulting therefrom, except as permitted in this Final Order (including with respect to the Carve Out).

26. Binding Effect. Upon the entry of the Interim Order, the Interim Order and the DIP Term Sheet constituted valid, binding and continuing obligations of the Debtors, enforceable against each Debtor in accordance with the terms thereof. No obligation, payment, transfer or grant of security under the DIP Term Sheet, any DIP Loan Documents or this Final Order shall be stayed, restrained, voided, voidable, or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim.

27. Amendment of the DIP Term Sheet. The Debtors and the DIP Lender may enter into one or more amendments, waivers, consents, or other modifications to and under the DIP Term Sheet, in each case, in accordance with the terms of the applicable DIP Term Sheet and in such form as the Debtors and DIP Lender agree, in the DIP Lender's sole discretion, and no further approval of this Court shall be required for any amendment, waiver, consent, or other modification to and under the DIP Term Sheet (and any fees paid in connection therewith) that does not materially and adversely affect the Debtors or which does not (i) shorten the maturity of the DIP Facility, (ii) increase the principal amount of or the rate of interest on the DIP Facility, or (iii) change any event of default, add any covenants, or amend the covenants to be materially more restrictive; provided, however, any such material amendment, waiver, consent, or other modification shall be subject to further Court approval. Copies of all amendments and modifications to and under the DIP Term Sheet, regardless of materiality, shall be provided to the

U.S. Trustee, the Prepetition Lender, and the Committee, prior to any such amendment or modification becoming effective and binding on the Debtors and their Estates. No consent to any such amendment, waiver, consent, or modification shall be implied by any action, inaction, or acquiescence of the DIP Lender.

28. Carve Out. Notwithstanding anything to the contrary in this Final Order, the DIP Facility shall be subject and subordinate to the carve out described herein (the "Carve Out"). The Carve Out is, collectively, (a) all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee pursuant to 28 U.S.C. §1930(a) *plus* interest at the statutory rate, if any, pursuant to 31 U.S.C § 3717 (without regard to the Carve-Out Trigger Notice (as defined below)), (b) reasonable fees and expenses incurred by a trustee and payable under section 726(b) of the Bankruptcy Code in an aggregate amount not to exceed $50,000 (without regard to the Carve-Out Trigger Notice), and (c) to the extent allowed at any time, all accrued unpaid fees and expenses of the professionals retained by the Debtors and, subject to amounts set forth in any approved budget that (i) are incurred on or prior to the two business days succeeding the date of delivery of the Carve-Out Trigger Notice, or (ii) are incurred after the second business day succeeding the date of delivery of a Carve-Out Trigger Notice, subject to an aggregate cap (for all fees included in (ii)) of $250,000 for estate professionals, subject to the terms of the Approved Budget, the Interim Order, the Final Order and any other interim or other compensation orders entered by the Court that are incurred:

(a) at any time before delivery to the Debtors of a Carve Out Trigger Notice (as defined herein), whether allowed by the Court prior to the delivery of a Carve Out Trigger Notice, subject to any limits imposed by the Approved Budget, the Interim Order or Final Order; and

(b) after the occurrence and during the continuance of an Event of Default (as defined below) and delivery of written notice thereof, (the "Carve Out Trigger Notice"), (which may be by email) to the Debtors, the Debtors' counsel, the United States Trustee, and counsel for the Committee, , in an aggregate amount not to exceed $250,000 for estate professionals; *provided*, *however*, that nothing herein shall be construed to impair the ability of any party in interest with standing to object to the fees, expenses, reimbursement or compensation described in clauses (i) or (ii)(a) or (ii)(b) above, on any grounds.

29. Reserve / Escrow for Professional Fees. Contemporaneously with the initial funding of the DIP Term Loans, the Debtors will transfer cash proceeds from the DIP Facility in an amount equal to the total budgeted weekly fees and expenses incurred by the estate's retained professionals for the first two weekly periods set forth in any approved budget and thereafter on a weekly basis until receipt of a Carve-Out Trigger Notice, in each case, excluding any other transaction fees of any investment banker of the Debtors, into an escrow account to be established by the Debtors, with notice to the DIP Lender, in connection with the Chapter 11 Cases, which shall be earmarked and held in trust to pay unpaid fees and expenses incurred by estate professionals, to the extent allowed by the Court at any time, prior to any and all other claims in the Chapter 11 Cases (the "Professional Fee Reserve").

30. Amounts funded into the Professional Fee Reserve shall be considered used by the estate professionals at such time as they are deposited into the Professional Fee Reserve for distribution to professionals in accordance with orders of the Bankruptcy Court. Any amounts remaining in the Professional Fee Reserve after payment of allowed fees and expenses shall be DIP Collateral. The Professional Fee Reserve shall not constitute a cap on the professional fees included in the Carve-Out.

31. Approved Budget. The Approved Budget attached hereto as **Exhibit 1** constitutes an "Approved Budget." By 3:00 pm Central Time on Wednesday of each week, commencing with the first full calendar week following the date the Interim Order is entered, a report calculating the variances to the Approved Budget (and the reasons therefore) in form and substance satisfactory to the DIP Lender and every four weeks on a recurring basis, starting with the first full calendar week following the date the Interim Order was entered, the Debtors will submit a new Budget (each, a "Proposed Budget") to the DIP Lender and Committee, which Proposed Budget modified and superseded any prior Budget upon the approval of the DIP Lender in its reasonable discretion (which approval may be delivered by the DIP Lender by e-mail correspondence); *provided* that (i) the most recently delivered Proposed Budget shall be deemed approved three (3) Business Days following delivery thereof to the DIP Lender, unless the DIP Lender shall object to the same in writing on or before such date and (ii) if the DIP Lender objects to such Proposed Budget, the Debtors and the DIP Lender, in consultation with the Committee, will work in good faith to reconcile the Proposed Budget; *provided, further,* that, for the avoidance of doubt, until the conditions for the most recently delivered Proposed Budget are met, the prior Approved Budget shall remain in full force and effect for all purposes.

32. Budget Compliance. The Debtors shall at all times comply with the Approved Budget and shall not conduct their business in a manner that causes cash disbursements for "Total Operating Disbursements" line in the Approved Budget to materially deviate upward by greater than fifteen percent (15.0%) (the "Permitted Variances") from the applicable Approved Budget for each Test Period. A Test Period consists of cumulative weekly increments starting with the first week of each Approved Budget and ending with the fourth week of each Approved Budget. Test Period will reset with each new Approved Budget. Following the initial Budget Period, if

approval of the Budget for any subsequent Budget Period is unreasonably withheld by the DIP Lender, the prior Budget will continue to apply, but, for the avoidance of doubt, the calculation of Permitted Variances will nonetheless re-set. In the event of a dispute between the Debtors and DIP Lender regarding Permitted Variances from the Approved Budget, the Court may, after notice and an expedited hearing, determine whether such variance constitutes an Event of Default.

33. For the avoidance of doubt, the Budget for Restructuring Professional Fees with respect to the estate professionals shall apply until the DIP Obligations are satisfied in full and no longer apply thereafter.

34. Reporting and Information. Following the Closing Date, the Debtors shall provide to the DIP Lender and Committee a weekly sales process and marketing update and a weekly status update concerning the recoupment of the Duty Drawback refund process in form and substance acceptable to the DIP Lender, including, but not limited to, written updates and telephonic or virtual meetings. The Debtors shall also make the Debtors' professionals reasonably available upon reasonable notice for telephonic or virtual meetings to update the DIP Lender and the DIP Professionals on all matters affecting the Debtors and the Chapter 11 Case, including with respect to the efforts to market and sell the DIP Collateral, including facilities closures (if any), miscellaneous equipment sales, or any other significant development in the Chapter 11 Cases. The budget variance analysis should be accompanied by a general discussion of budget variances equal to or exceeding 7.5%. Any documentation or reports required under this Final Order shall be contemporaneously provided to the Committee.

35. Milestones. The Debtors shall comply with the Milestones set forth in the DIP Term Sheet (each of which may be extended or waived without further order of the Court upon

the prior written consent of the DIP Lender in its discretion, which may be by email, and in consultation with the Committee).

36. Section 364(e) Protections. If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacation or stay shall not affect (a) the validity of any DIP Obligations incurred pursuant this Final Order, the DIP Term Sheet or applicable DIP Loan Documents, or (b) the validity or enforceability of any claim, lien, security interest or priority authorized or created hereby or thereby. Notwithstanding any such reversal, modification, vacation or stay, the DIP Obligations shall be governed in all respects by the provisions of this Final Order, the DIP Term Sheet and applicable DIP Loan Documents, and the DIP Lender shall be entitled to all of the rights, remedies, protections and benefits granted under Bankruptcy Code section 364(e), the Interim Order, the Final Order, the DIP Term Sheet and applicable DIP Loan Documents with respect to all incurrence of the DIP Obligations.

37. Approval of DIP Fees. In consideration for the DIP Facility and the consent to the use of DIP Lender's Cash Collateral in accordance with the terms of the Interim Order and the Final Order, the DIP Lender shall be paid all fees, expenses, and other amounts payable under the DIP Term Sheet as such become due, including, without limitation, the Diligence Fee ($50,000), the prepetition Work Fee already paid, the Commitment Fee (3.90%), the Funding Fee (1.0%), and the Exit Fee (1.75%). In the event of a refinancing, as set forth herein, the DIP Lender shall be paid all reasonable and documented out-of-pocket costs and expenses, including legal fees of the DIP Lender, financial advisor fees, and other similar fees, costs and expenses incurred in connection with the DIP Facility and the Chapter 11 Cases, including, without limitation, the reasonable and documented fees and expenses of counsel to the DIP Lender (all such fees, together, the "DIP Fees"). The DIP Fees shall be fully earned as set forth herein, and payable in accordance

with the terms of the DIP Term Sheet in each case, without the need for any further order of this Court. Specifically, the Commitment Fee was fully earned, non-refundable and payable as of the date of entry of the Interim Order. The Funding Fee shall be fully earned, non-refundable, and payable as draws are made in accordance with the DIP Term Sheet and Approved Budget. The Exit Fee shall be paid upon the amount of the DIP Term Loan Commitment at the closing of a sale, refinancing, or pursuant to a plan, if any. The DIP Fees shall be part of the DIP Obligations.

38. Payment of DIP Lender's Fees and Expenses. The Debtors are authorized and directed to pay the reasonable and documented fees, costs, and expenses of the DIP Lender in connection with these Chapter 11 Cases, including any and all expenses of the DIP Lender's counsel and professional advisors (the "Lender Professionals"), including reasonable fees and expenses incurred prior to the Petition Date, and the Lender Professionals shall not be required to comply with the U.S. Trustee's fee guidelines; *provided*, *however*, that the DIP Lender shall submit such professional fee invoices to the Debtors, counsel for the Debtors, the U.S. Trustee, and counsel for the Committee. Such invoices shall be sufficiently detailed as to enable a determination as to the reasonableness of such fees and expenses; *provided*, *however*, that the invoices may be reasonably redacted to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine or other applicable privilege. If the Debtors, U.S. Trustee or the Committee, object to the reasonableness of the fees and expenses of any of the Lender Professionals and cannot resolve such objection within ten (10) days of receipt of such invoices, then any of the foregoing parties may file an objection with the Court and such objections shall be limited to the issue of reasonableness of the fees and expenses

of the applicable invoice submitted by the Lender Professional. Any failure by any such party to timely file an objection within such ten (10) day period shall constitute a waiver of such party's right to object to the applicable invoice. Notwithstanding any provision herein to the contrary, any objection to, and any hearing on an objection to, payment of any fees, costs, and expenses set forth in a professional fee invoice in respect of Lender Professionals shall be limited to the reasonableness of the amounts or particular items or categories of the fees, costs, and expenses that are the subject of such objection. The Debtors shall timely pay in accordance with the terms of the Interim Order and this Final Order all undisputed fees and expenses of the Lender Professionals, including any undisputed fees and expenses on any invoice to which an objection has been timely filed, and any amounts allowed by the Court after resolution of any such objection. Any and all reasonable fees, costs and expenses of any Lender Professionals owed and not yet paid by the Debtors in connection with the negotiation and preparation of the DIP Term Sheet, including the Work Fee, and the Interim Order and Final Order are hereby approved in full.

39. Section 506(c) Claims. Except to the extent of the Carve Out, no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from any DIP Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Lender, and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lender; and the Debtors shall irrevocably waive and shall be prohibited from asserting any claim described in this paragraph, under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the DIP Lender upon the DIP Collateral.

40. Section 552(b). (a) the DIP Lender shall be entitled to all rights and benefits of section 552(b) of the Bankruptcy Code, (b) the "equities of the case" exception under sections 552(b)(1) and (2) of the Bankruptcy Code shall not apply to such parties with respect to the proceeds, products, rents, issues or profits of any of the DIP Collateral or the Prepetition Collateral, and (c) no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, may be charged against proceeds, product, offspring or profits from any of the DIP Collateral or the Prepetition Collateral under section 552(b) of the Bankruptcy Code.

41. Credit Bidding. Notwithstanding anything set forth in the Bidding Procedures Order, the DIP Lender shall have the right to credit bid (pursuant to section 363(k) of the Bankruptcy Code and/or other applicable law) on a dollar-for-dollar basis any or all of the full amount of the respective outstanding DIP Obligations up to the full amount of the DIP Obligations, in connection with any sales occurring under or pursuant to section 363 of the Bankruptcy Code, any plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or a sale or disposition by a chapter 7 trustee for the Debtors in these Chapter 11 Cases (any of the foregoing sales or dispositions, a "Sale") and shall not be prohibited from making such credit bid "for cause" under section 363(k) of the Bankruptcy Code. Without limiting the foregoing, the DIP Lender may assign all or any portion of the DIP Obligations owed to it to an acquisition vehicle, affiliate, or any other Person (any such Person, the "DIP Assignee"). The DIP Assignee shall have the right to "credit bid" any prepetition or post-petition secured obligations so assigned to it or assigned to or owned by any of its affiliated entities in any sale of the Debtors' assets.

42. Marshaling. The DIP Lender shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral as applicable;

provided, however, that the DIP Lender shall use commercially reasonable efforts to first obtain recoveries from DIP Collateral other than the Avoidance Proceeds and the Duty Drawback. Such reasonable efforts shall include delaying recovery from any Avoidance Proceeds and Duty Drawback until the closing of a going-concern sale pursuant to the Debtors' §363 sale process (the "Sale Closing").

43. Release of DIP Lender. The Debtors, on their own behalf and their Estates, forever and irrevocably: (i) releases, discharges, and acquits the DIP Lender and each of its former or current officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors-in-interest, solely in their respective capacities as such, of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every type, solely with respect to or relating to the negotiation and entry into any DIP Loan Documents, including, without limitation, any so-called "lender liability" or equitable subordination claims or defenses; and (ii) waives, discharges and releases any and all defenses (including, without limitation, offsets and counterclaims of any nature or kind) as to the validity, perfection, priority, enforceability, and avoidability of the DIP Liens and the DIP Obligations; *provided, however*, that the foregoing release and waiver with respect to the DIP Lender, DIP Liens, and DIP Obligations in this paragraph shall only cover such claims, causes of action, obligations, and defenses arising up to and including entry of the Final Order and the second draw under the DIP Facility.

44. Indemnification. The Debtors will indemnify and hold harmless the DIP Lender and its respective affiliates, officers, directors, employees, agents, advisors, attorneys, financial advisors, and representatives from and against all losses, liabilities (including coverage of

environmental liabilities), claims, damages or other expenses arising out of or relating to the DIP Loan Documents and the Debtors' use of the financing provided thereunder. The indemnification will survive and continue for the benefit of all such persons or entities.

45. No Waiver by Failure to Seek Relief. The failure of the DIP Lender to seek relief or otherwise exercise their rights and remedies under this Final Order, the DIP Term Sheet, any other DIP Loan Documents or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise.

46. Miscellaneous Provisions. Immediately upon entry of this Final Order, the provisions of this Final Order shall be binding upon and inure to the benefit of the DIP Lender, the Debtors, and their respective successors and assigns. The provisions of this Final Order and any actions taken pursuant thereto (a) shall survive the entry of any order (i) confirming any chapter 11 plan in the Chapter 11 Cases that is not a DIP Lender approved plan, (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, or (iii) dismissing the Chapter 11 Cases; and (b) shall continue in full force and effect notwithstanding the entry of any such order, and the claims, liens, and security interests granted pursuant to this Final Order shall maintain their priority as provided by this Final Order until all of the DIP Obligations are indefeasibly paid in full and discharged in accordance with the terms of this Final Order, the DIP Term Sheet and any applicable DIP Loan Documents.

47. Waiver of Stay. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 7062 or 9024, any other Bankruptcy Rule or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

48. Retention of Jurisdiction. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order or the DIP Term Sheet.

49. Final Order Governs. In the event of any inconsistency between the provisions of the Interim Order, this Final Order and the DIP Documents the provisions of this Final Order shall govern.

50. General Authorization. The Debtors and the DIP Lender are authorized to take any and all actions necessary to effectuate the relief granted in this Final Order in consultation with the Committee.

Signed: January 12, 2026

Christopher Lopez
United States Bankruptcy Judge

EXHIBIT 1

	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
Forecast Period	1	2	3	4	5	6	7	8	9	10	11	12	13	
Week Ending	12/19/2025	12/26/2025	1/2/2026	1/9/2026	1/16/2026	1/23/2026	1/30/2026	2/6/2026	2/13/2026	2/20/2026	2/27/2026	3/6/2026	3/13/2026	Total Fcst
Receipts														
Asset Sales	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Disbursements														
Wages & Benefits	(90,000)	(84,000)	(74,000)	(61,000)	(61,000)	(61,000)	(61,000)	(34,000)	(34,000)	(34,000)	(34,000)	(34,000)	(34,000)	(696,000)
Rent	-	(247,000)	(262,000)	-	-	-	(213,000)	-	-	-	(213,000)	-	-	(935,000)
Insurance	-	-	(30,000)	-	-	-	(5,000)	-	-	-	-	(200,000)	-	(235,000)
Taxes	(1,500)	-	-	(1,500)	-	-	-	(21,500)	-	-	-	(1,500)	-	(26,000)
Vendor Payables	(40,000)	(50,000)	(45,000)	(36,250)	(26,250)	(36,250)	(26,250)	(33,750)	(26,250)	(33,750)	(26,250)	(33,500)	(26,000)	(439,500)
Total Operating Disbursements	**(131,500)**	**(381,000)**	**(411,000)**	**(98,750)**	**(87,250)**	**(97,250)**	**(305,250)**	**(89,250)**	**(60,250)**	**(67,750)**	**(273,250)**	**(269,000)**	**(60,000)**	**(2,331,500)**
Non-Operating Disbursements														
Restructuring Professional Fees	(366,000)	(122,000)	(122,000)	(336,000)	(240,000)	(192,000)	(192,000)	(202,500)	(202,500)	(202,500)	(202,500)	(247,750)	(109,750)	(2,737,500)
Cash Interest and Fees	(309,000)	-	-	-	-	-	(15,000)	-	-	-	(15,000)	-	-	(339,000)
Total Non-Operating Disbursements	**(675,000)**	**(122,000)**	**(122,000)**	**(336,000)**	**(240,000)**	**(192,000)**	**(207,000)**	**(202,500)**	**(202,500)**	**(202,500)**	**(217,500)**	**(247,750)**	**(109,750)**	**(3,076,500)**
Total Disbursements	**(806,500)**	**(503,000)**	**(533,000)**	**(434,750)**	**(327,250)**	**(289,250)**	**(512,250)**	**(291,750)**	**(262,750)**	**(270,250)**	**(490,750)**	**(516,750)**	**(169,750)**	**(5,408,000)**
Net Cash Flow	**$ (806,500)**	**$ (503,000)**	**$ (533,000)**	**$ (434,750)**	**$ (327,250)**	**$ (289,250)**	**$ (512,250)**	**$ (291,750)**	**$ (262,750)**	**$ (270,250)**	**$ (490,750)**	**$ (516,750)**	**$ (169,750)**	**$ (5,408,000)**
Cash Balance														
Beginning Cash Balance	$ 587,187	$ 2,280,687	$ 1,777,687	$ 1,244,687	$ 809,937	$ 482,687	$ 193,437	$ 1,181,187	$ 889,437	$ 626,687	$ 356,437	$ 1,365,687	$ 848,937	$ 587,187
Net Cash Flow	(806,500)	(503,000)	(533,000)	(434,750)	(327,250)	(289,250)	(512,250)	(291,750)	(262,750)	(270,250)	(490,750)	(516,750)	(169,750)	(5,408,000)
DIP Draw	2,500,000	-	-	-	-	-	1,500,000	-	-	-	1,500,000	-	-	5,500,000
DIP (Paydown)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash Balance	**$ 2,280,687**	**$ 1,777,687**	**$ 1,244,687**	**$ 809,937**	**$ 482,687**	**$ 193,437**	**$ 1,181,187**	**$ 889,437**	**$ 626,687**	**$ 356,437**	**$ 1,365,687**	**$ 848,937**	**$ 679,187**	**$ 679,187**
DIP Balance	**$ 2,500,000**	**$ 2,500,000**	**$ 2,511,736**	**$ 2,511,736**	**$ 2,511,736**	**$ 2,511,736**	**$ 4,040,937**	**$ 4,040,937**	**$ 4,040,937**	**$ 4,040,937**	**$ 5,582,879**	**$ 5,582,879**	**$ 5,582,879**	**$ 5,582,879**

Note: This budget is subject to revision in the event that there is a Qualified Bid

From: Jones, Nancy J.
To: Docket
Subject: FW: 25-90817 Order on Authority to Obtain Credit Under Section 364
Date: Monday, January 12, 2026 3:04:58 PM

Nancy J. Jones, RP® | Pillsbury Winthrop Shaw Pittman LLP
Legal Practice Coordinator
609 Main Street, Suite 2000 | Houston, TX 77002
t +1.713.276.7662 | m +1.832.693.3296
nancy.jones@pillsburylaw.com | pillsburylaw.com

From: BKECF_LiveDB@txs.uscourts.gov <BKECF_LiveDB@txs.uscourts.gov>
Sent: Monday, January 12, 2026 3:04:11 PM (UTC-06:00) Central Time (US & Canada)
To: BK_Notices@txsb.uscourts.gov <BK_Notices@txsb.uscourts.gov>
Subject: 25-90817 Order on Authority to Obtain Credit Under Section 364

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U.S. Bankruptcy Court

Southern District of Texas

Notice of Electronic Filing

The following transaction was received from rgs4 entered on 1/12/2026 at 3:04 PM CST and filed on 1/12/2026

Case Name: Ample, Inc. and Official Committee Of Unsecured Creditors
Case Number: 25-90817
Document Number: 91

Docket Text:
Final Order (I) Authorizing the Debtors to Obtain Senior Secured Priming Superpriority Postpetition Financing, and Grant Liens and Superpriority Administrative Expense Claims, (II) Modifying the Automatic Stay, and (III) Scheduling a Final Hearing and (IV) Granting Related Relief (Related Doc # [5]). Signed on 1/12/2026. (rgs4)

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename:88-1 - Exhibit A Final DIP Order(notices) _584235_DocketNow.pdf
Electronic document Stamp:
[STAMP bkecfStamp_ID=996787432 [Date=1/12/2026] [FileNumber=53153371-0
] [4922f9de1a3802b27b57d26721b19da76bf2c75102f72d256dd057bd808ceddb93e

8030b30b58768770345a7ba8c01866af796ccd04b0a61920dd50a47dbb2f3]]

25-90817 Notice will be electronically mailed to:

Dominique Ashley Douglas on behalf of Creditor Committee Official Committee Of Unsecured Creditors
ddouglas@dykema.com,
MAraiza@dykema.com;Douglas.DominiqueB146254@notify.bestcase.com

Michael Fishel on behalf of Creditor Twelve Bridge Capital, LLC
michael@FishelLawGroup.com, michael-fishel-2874@ecf.pacerpro.com

Vianey Garza on behalf of U.S. Trustee US Trustee
vianey.garza@usdoj.gov

Evan Gershbein on behalf of Other Prof. Kurtzman Carson Consultants, LLC d/b/a Verita Global
ECFpleadings@kccllc.com, ECFpleadings@kccllc.com

Andrew Jimenez on behalf of U.S. Trustee US Trustee
andrew.jimenez@usdoj.gov

Yosina Mariette Lissebeck on behalf of Creditor TQL Global, LLC
yosina.lissebeck@dinsmore.com, caron.burke@dinsmore.com

Hugh Massey Ray, III on behalf of Debtor Ample Texas EV, LLC
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

Hugh Massey Ray, III on behalf of Debtor Ample, Inc.
hugh.ray@pillsburylaw.com,
bankruptcee@yahoo.com;nancy.jones@pillsburylaw.com;docket@pillsburylaw.com

US Trustee
USTPRegion07.HU.ECF@USDOJ.GOV

25-90817 Notice will not be electronically mailed to: