Docket #0317 Date Filed: 08/04/2026
United States Bankruptcy Court
Southern District of Texas
ENTERED
August 04, 2026
Nathan Ochsner, Clerk

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

----------x

In re: Chapter 11

AMPLE INC, *et al*

Case No. 25-90817 (CML)

Debtor.

----------x

EMERGENCY STIPULATION AND AGREED ORDER FOR RETURN OF SURETY BOND PROCEEDS TO THE ESTATE

Debtor Ample, Inc. (the "Debtor" or "Ample") and Lexon Insurance Company ("Lexon," and together with the Debtor, the "Parties"), by and through their respective counsel, hereby stipulate and agree that the funds held as collateral can be returned to the estate immediately as follows:

WHEREAS, on December 16, 2025 (the "Petition Date"), Ample and its affiliate filed voluntary chapter 11 petitions in this Court commencing the above-referenced cases;

WHEREAS, before the Petition Date, the Debtor deposited $500,000, in total, as collateral for the following U.S. Customs bonds provided by Lexon (the "Customs Bonds") with respect to the Debtor's customs obligations relating to imported goods for the Customs Bonds set forth below (the "Covered Bonds"):

Bond Term/Covered Bonds	Bond Number	Bond Type	Bond Amount
1/16/2020 - 1/15/2021	20C0002MU	Continuous	$50,000.00
1/16/2021 - 1/15/2022	20C0002MU	Continuous	$50,000.00
1/16/2022 - 6/5/2022	20C0002MU	Continuous	$50,000.00
6/6/2022 - 11/6/2022	22C000VBY	Continuous	$100,000.00
11/17/2022 - 12/27/2022	22C001X0C	Continuous	$200,000.00
12/28/2022 - 4/6/2023	22C0022YJ	Continuous	$300,000.00
	19S0053NV	Single Transaction	$33,000.00
	19S005HRX	Single Transaction	$22,000.00
	19S0084TR	Single Transaction	$82,000.00

2590817260804000000000001

Bond Term/Covered Bonds	Bond Number	Bond Type	Bond Amount
	19S00A7ZG	Single Transaction	$1,000.00

WHEREAS, in order to return the funds, which are currently $498,054.86 as of the date hereof (the "Collateral"), to the Debtor's estate, Lexon has requested that (i) a representative of the Debtor execute the affidavit attached hereto as **Exhibit 1** (the "Baumgartner Affidavit") confirming, to such representative's knowledge, that there are no pending investigations or further obligations to U.S. Customs and Border Protection ("CBP") with respect to the Covered Bonds, (ii) the Parties enter into this Stipulation and Agreed Order terminating the Covered Bonds and authorizing Lexon to return the Collateral to the Debtor; and (iii) Lexon shall be entitled to reserve $25,000.00 from the Collateral to pay legal fees incurred relating to the release of the Collateral (the "Reserve Amount");

WHEREAS, upon reasonable inquiry and communication with CBP, as set forth in the Baumgartner Affidavit, the Debtor believes that there are no further obligations to CBP with respect to the Covered Bonds; and

WHEREAS, the Debtor requests that the Court enter this Stipulation and Agreed Order on an expedited basis so that the Debtor may use the Collateral to meet its post-petition obligations in a timely manner, solely to the extent as agreed and consented to by the lender under the Debtor's post-petition financing facility.

NOW, THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE, AND UPON APPROVAL AND ENTRY OF THIS STIPULATION BY THE COURT, IT IS HEREBY ORDERED AS FOLLOWS:

1. The above recitals are incorporated by reference into this Stipulation and Agreed Order.

2. Lexon is hereby directed to return the Collateral, less the Reserve Amount, to the Debtor. Lexon shall return the Collateral no later than ten (10) business days following entry of this Stipulation and Agreed Order by the Court.

3. Upon returning the Collateral to the Debtor, less the Reserve Amount, the Customs Bonds, to the extent they have not already been terminated, shall be deemed terminated, and Lexon shall have no further obligations in connection therewith.

4. Lexon shall be entitled to pay or reimburse itself from the Reserve Amount for attorney fees incurred in connection with the release of the Collateral, and Lexon will provide the Debtors with a summary description of the legal services incurred. If there are any funds remaining from the Reserve Amount after the aforementioned payments and/or reimbursements are made, then Lexon shall return any remainder of the Reserve Amount to the Debtor.

5. Each Party represents and warrants that its decision to execute this Stipulation and Agreed Order is not predicated on or influenced by any representation of the other Party, except as expressly provided herein and in the Baumgartner Affidavit. The Parties further represent that they or their counsel have carefully reviewed this Stipulation and Agreed Order, understand all of its terms and conditions, and have signed below as their respective free and voluntary acts.

6. This Stipulation and Agreed Order may be executed in one or more counterparts, including by facsimile or electronic transmission, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7. This Stipulation and Agreed Order shall be immediately effective and enforceable upon entry by the Court.

8. The Court shall retain jurisdiction to resolve any disputes or controversies arising from or related to the interpretation, implementation, or enforcement of this Stipulation and Agreed Order, and the Parties hereby consent to such jurisdiction.

9. This Stipulation and Agreed Order shall be binding upon the Parties and CBP and their respective successors, agents, assigns, bankruptcy trustees, estate representatives, and any parent, subsidiary, or affiliated entity of the Parties.

10. The Debtor is authorized to take all actions necessary to implement the terms of this Stipulation and Agreed Order.

IN WITNESS WHEREOF and in agreement herewith, by and through the undersigned, the Parties have executed and delivered this Stipulation and Agreed Order as of the date first set forth below.

Signed: August 04, 2026

Christopher Lopez
United States Bankruptcy Judge

STIPULATED AND AGREED TO BY:

PILLSBURY WINTHROP SHAW PITTMAN LLP

/s/ Hugh M. Ray, III
Hugh M. Ray, III (TX Bar No. 24004246)
hugh.ray@pillsburylaw.com
609 Main, Suite 2000
Houston, TX 77002
Tel: (713) 276-7600
Fax: (713) 276-7673

Attorneys for Debtors

HARRIS BEACH MURTHA CULLINA PLLC

/s/ Brian D. Roy
Brian D. Roy (*pro hac vice* pending)
333 West Washington Street
Suite 200
Syracuse, NY 13202
Telephone: (315) 214-2052
Facsimile: (315) 422- 9331
broy@harrisbeachmurtha.com

Counsel for Lexon Insurance Company

Exhibit 1

Baumgartner Affidavit

AFFIDAVIT REGARDING ABSENCE OF PENDING CBP INVESTIGATIONS FOR THE COVERED BONDS

STATE OF New York)
COUNTY OF New York)

I, John D. Baumgartner, acting in my capacity as Chief Restructuring Officer of Ample Inc., being first duly sworn, hereby depose and state as follows:

1. Affiant

I am the Chief Restructuring Officer of Ample Inc. ("Importer"), a company organized and existing under the laws of Delaware. I am authorized to make this Affidavit on behalf of the Importer and have personal knowledge of the matters set forth herein.

2. Purpose

This Affidavit is submitted in connection with matters involving the Importer's customs business and dealings with U.S. Customs and Border Protection ("CBP"), including, without limitation, customs bond matters and other regulatory requirements, relating to the following surety bonds (the "Covered Bonds"):

Bond Term/Covered Bonds	Bond Number	Bond Type	Bond Amount
1/16/2020 - 1/15/2021	20C0002MU	Continuous	$50,000.00
1/16/2021 - 1/15/2022	20C0002MU	Continuous	$50,000.00
1/16/2022 - 6/5/2022	20C0002MU	Continuous	$50,000.00
6/6/2022 - 11/6/2022	22C000VBY	Continuous	$100,000.00
11/17/2022 - 12/27/2022	22C001X0C	Continuous	$200,000.00
12/28/2022 - 4/6/2023	22C0022YJ	Continuous	$300,000.00
	19S0053NV	Single Transaction	$33,000.00
	19S005HRX	Single Transaction	$22,000.00
	19S0084TR	Single Transaction	$82,000.00
	19S00A7ZG	Single Transaction	$1,000.00

3. Certification Regarding Investigations for the Covered Period

Solely with respect to the Covered Bonds, after reasonable inquiry and review of the Importer's records and communications with CBP, to the best of my knowledge, information, and belief:

a. The Importer is not currently the subject of any pending investigation, audit, inquiry, review, enforcement action, penalty proceeding, or similar compliance matter conducted by U.S. Customs and Border Protection;

b. The Importer has not received notice that it is the target or subject of any investigation relating to alleged violations of the customs laws, including but not limited to investigations conducted pursuant to 19 U.S.C. § 1592;

c. The Importer is not presently involved in, nor has it received notice of, any pending Focused Assessment, Regulatory Audit, Risk Analysis Survey, importer audit, importer self-assessment review, trade compliance review, EAPA investigation, anti-dumping or countervailing duty evasion investigation, or other customs compliance examination by CBP or any agency acting in coordination with CBP;

d. The Importer has not received any unresolved Pre-Penalty Notice, Penalty Notice, Notice of Seizure, Notice of Detention, Notice to Redeliver, Notice of Claim, Liquidated Damages Claim, Demand on Bond, Administrative Summons, or similar enforcement correspondence from CBP;

e. The Importer is not aware of any facts or circumstances that would reasonably be expected to result in the initiation of a CBP penalty action, liquidated damages claim, fraud investigation, gross negligence investigation, negligence investigation, forfeiture proceeding, or other customs enforcement matter.

4. Reliance

The Importer acknowledges that the surety's decision to return collateral securing the Importer's customs bond(s) is being made in material reliance upon the truth and accuracy of the certifications with respect to the Covered Bonds contained herein.

5. Declaration

I declare under penalty of perjury under the laws of the United States and the State of Texas that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Executed on this 3rd day of August, **2026**.

John Baumgartner

Name: John J. Baumgartner

Title: Chief Restructuring Officer

Company: Ampk Inc.

NOTARY ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York)

On this 3RD day of August, **2026**, before me, the undersigned Notary Public, personally appeared John Baumgartner, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same for the purposes therein contained and on behalf of the entity identified therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Pamela Real
Notary Public

My Commission Expires: 09/19/2027.

PAMELA REAL
Notary Public, State of New York
No. 01RE6246384
Qualified in Queens County
Certificate Filed in New York County
Commission Expires September 19, 2027