Docket #0347 Date Filed: 10/13/2026

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

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

**AGREED MOTION BY THE DEBTORS, THE OFFICIAL COMMITTEE, AND TWELVE BRIDGE CAPITAL, LLC CONVERTING THESE CHAPTER 11 CASES TO CHAPTER 7 PURSUANT TO SECTION 1112(A) OF THE BANKRUPTCY CODE AND GRANTING RELATED RELIEF**

**If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at https://ecf.txsb.uscourts.gov/ within twenty-one days from the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.**

The above-captioned debtors and debtors-in-possession (the "Debtors"), joined by the Official Committee of Unsecured Creditors of Ample, Inc. (the "Committee"), and Twelve Bridge Capital, LLC, the DIP Lender ("12BC" and together with the Debtors and the Committee, the "Movants"), by and through their undersigned counsel, hereby submit this agreed motion to convert these chapter 11 cases to chapter 7 pursuant to section 1112(a) of the Bankruptcy Code (the "Motion").

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

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are: Ample, Inc. (4015) and Ample Texas EV, LLC (6832). A copy of this Motion is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.



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## INTRODUCTION

1. Throughout these chapter 11 cases, the Debtors, working with the Committee and 12BC, pursued various avenues to maximize the value of these estates, including (i) a months-long sale process by Gordian Group, LLC, which culminated in the sale of the Debtors' intellectual property for $2.0 million; (ii) the marketing and sale of certain tangible assets located at the Debtors' facilities through the Debtors' brokers, Onyx Asset Advisors, LLC ("Onyx") and Rabin Worldwide, Inc. ("Rabin"); (iii) the recovery, pursuant to a Court-approved stipulation, of surety bond collateral posted for the Debtors' customs obligations; (iv) the retention of CITTA Brokerage ("CITTA") to analyze and pursue the Debtors' duty drawback claims; and (v) contemporaneously with the filing of this Motion, the Debtors' entry into an agreement with Bluewater Battery Logistics, LLC ("Bluewater") and 12BC to obtain the authority and cooperation of Bluewater, as exporter of record, necessary to pursue and recover the duty drawback claims.

2. Unfortunately, however, these efforts have not generated sufficient proceeds to confirm a chapter 11 plan. The Debtors' other potential sources of recovery—duty drawback claims and tax refunds expected to be realized over time—do not justify the continued incurrence of administrative expenses associated with chapter 11. The Movants, therefore, have made the decision to convert these cases to chapter 7. To facilitate an orderly transition, the Movants have made the arrangements necessary to preserve and realize upon the estates' remaining sources of recovery. Conversion to chapter 7 will allow the chapter 7 trustee to collect remaining recoveries and make distributions.

3. Against this backdrop, and to ensure an efficient transition to chapter 7 that preserves value for the estates, the Movants have agreed to, and respectfully request that the Court, in connection with conversion, also order that:

a. the post-default Carve Out under paragraph 28 of the DIP Order (as defined below) be deemed triggered solely to provide an aggregate amount not to exceed $250,000 for the remaining unpaid fees and expenses of estate professionals, payable only if and when approved and allowed by the Court and subject in all respects to the Carve Out; that $250,000 shall be the sole remaining professional-fee amount having priority over the DIP Obligations, and all other professional fees and expenses, to the extent allowed, shall be administrative expense claims junior and subordinate to the DIP Obligations;

b. CITTA, the customs duty drawback expert retained pursuant to an order of this Court, be authorized to continue its work on behalf of the estates notwithstanding conversion, subject to the right of the chapter 7 trustee, once appointed, to object to CITTA's continued retention; and

c. a deadline of twenty-eight (28) days after the effective date of conversion be established for the estates' professionals to file their final fee applications (the "Final Fee Application Deadline"), and a hearing be scheduled to consider such applications at the Court's earliest convenience after the Final Fee Application Deadline.

## JURISDICTION

4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The relief requested is consistent with the U.S. Trustee Guidelines. The Movants consent to the entry of a final order with respect to this Motion if the Court determines that it would lack Article III jurisdiction to enter a final order or judgment absent the parties' consent.

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

6. The statutory and procedural predicates for the relief sought herein are sections 105(a) and 1112(a) of the Bankruptcy Code and Rule 1017 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

## BACKGROUND AND PROCEDURAL HISTORY

7. On December 16, 2025 (the "Petition Date"), Ample, Inc. and Ample Texas EV, LLC filed voluntary petitions commencing cases under Chapter 11 of the Bankruptcy Code in this

Court. *See* Voluntary Petitions [Docket No. 1]. The Debtors' cases are jointly administered under Case No. 25-90817 (CML) [Docket No. 23].

8. On January 12, 2026, the Court entered the 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 [Docket No. 91] (the "DIP Order"), authorizing the Debtors to borrow, on a senior secured basis, multi-draw term loan financing from 12BC. As of the anticipated entry of an order of this Motion (in early November), the outstanding obligations owing to 12BC under the DIP Order and the DIP Facility (the "DIP Obligations") total not less than $2,655,058.19 consisting of $2,640,237.99 in outstanding principal, $14,820.20 in accrued and unpaid interest (collectively, together with all additional amounts accruing or payable under the DIP Order and the DIP Facility, the "DIP Obligations").[2] This amount is stated as of that date only and does not limit or cap the DIP Obligations, which include all additional interest, fees, expenses, and other amounts accruing or payable under the DIP Order and the DIP Facility. The DIP Obligations retain their liens and superpriority administrative expense priority under the DIP Order notwithstanding conversion, subject to the Carve Out as expressly limited herein.

9. Under paragraph 28 of the DIP Order, the DIP Facility was subject and subordinate to certain amounts (the so-called "Carve Out"), as set forth therein, including fees and expenses of professionals retained by the estate that "are incurred after the second business day succeeding the date of delivery of a Carve-Out Trigger Notice, subject to an aggregate cap of $250,000 for estate professionals, subject to the terms of the Approved Budget, the Interim Order, the Final Order and

[2] This amount includes unpaid DIP lender legal fees and reimbursable expenses, which was capitalized into the principal amount, and the anticipated $220,000 payment to Bluewater on behalf of the Debtors' estates in connection with the Duty Drawback.

any other interim or other compensation orders entered by the Court that are incurred: 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[.]" The DIP Order further provides that "nothing [in the order] 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." DIP Order ¶ 28. The relief requested herein does not approve or allow any professional fees or expenses or provide any professional-fee priority over the DIP Obligations beyond the sole remaining $250,000 aggregate professional-fee Carve Out, payable only if and when approved and allowed by the Court.

10. On January 12, 2026, this Court entered an order approving bidding procedures and authorizing the Debtors to conduct a marketing and sale process for substantially all of their assets. *See* Docket No. 92 (the "Bidding Procedures Order").

11. As described in the *Declaration of John D. Baumgartner in Support of Entry of a Sale Order* [Docket No. 243] (the "Sale Declaration"), despite extensive marketing efforts, no stalking-horse bids were received by the February 13, 2026 deadline. Sale Declaration ¶ 8. The Debtors extended the bid deadline twice—first to March 4, 2026, and then to March 18, 2026—but ultimately 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." Sale Declaration ¶ 11.

12. Transform AMP, LLC submitted a bid for the Debtors' intellectual property portfolio, claims, and related tangible assets. The bid provided for a $2,000,000 reduction of the

DIP Loan balance and was approved by the Court on April 21, 2026. *See* Docket No. 249 (the "IP Sale Order"). The sale generated no cash proceeds for the estate.

13. In a separate transaction, on April 23, 2026, this Court authorized the Debtors to retain Onyx and Rabin as sale agents to market and sell all remaining inventory, equipment, and other assets at the Debtors' facilities. *See* Docket No. 253. On or about May 8, 2026, the sale agents consummated a private sale of these assets for a total purchase price of $1,000,000, generating net proceeds to the estate of approximately $858,009 after sales costs (the "Remaining Asset Sale"). *See* Notice of Cancellation of Auction and Completion of Private Sale of the Onyx Sale Assets [Docket No. 268]; Final Report of Sale Agents [Docket No. 283].

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

15. Pursuant to the *Emergency Stipulation and Agreed Order for Return of Surety Bond Proceeds to the Estate* [Docket No. 317], entered on August 10, 2026, the Debtors received the unused surety bond collateral in the approximate amount of $498,054.86, subject to a holdback of certain surety expenses.

16. Contemporaneously with the filing of this Motion, the Debtors filed a motion seeking approval of an agreement with Bluewater, the exporter of record for the Debtors' duty drawback claims, to provide the requisite cooperation and authority for CITTA, on behalf of the Debtors, to submit certain duty drawback claims for reimbursement.

17. The Debtors' exclusive period to file a plan of reorganization under 11 U.S.C. § 1121(b) expired on April 15, 2026, 120 days after the Petition Date. To date, no plan of reorganization or disclosure statement has been filed.

**BASIS FOR RELIEF**

18. Section 1112(a) of the Bankruptcy Code provides that a debtor may convert a case under chapter 11 to a case under chapter 7 as a matter of right. 11 U.S.C. § 1112(a); *see* H.R. Rep. No. 95-595, at 405 (1977) ("Subdivision (a) gives the debtor an absolute right to convert a voluntarily commenced chapter 11 case in which the debtor remains in possession to a liquidation case."); S. Rep. No. 95-989, at 117 (1978) (same); *see also Tex. Extrusion Corp. v. Lockheed Corp. (In re Tex. Extrusion Corp.)*, 844 F.2d 1142, 1161 (5th Cir. 1988) (noting that "a debtor has the absolute right to convert [its] Chapter 11 case to a Chapter 7 case"). A debtor is precluded from exercising that right in only three circumstances: (i) the debtor is not a debtor in possession; (ii) the case was originally commenced as an involuntary case under chapter 11; or (iii) the case was converted to a case under chapter 11 other than on the debtor's request. 11 U.S.C. § 1112(a).

19. None of those exceptions applies here. The Debtors commenced these chapter 11 cases by filing voluntary petitions on the Petition Date, the Debtors have at all times continued to operate and manage their affairs as debtors in possession, and these cases have never been converted. Accordingly, the Debtors are entitled, as a matter of right, to convert these chapter 11 cases to cases under chapter 7. The Committee and 12BC support, and join in, the Debtors' request.

20. Conversion is also in the best interests of the Debtors' estates and creditors. The Debtors have sold all their operating assets, and those sales have not generated sufficient proceeds to confirm a chapter 11 plan. The estates' remaining sources of recovery—principally the duty drawback claims and tax refunds—are expected to be realized over time and do not justify the continued incurrence of administrative expenses associated with chapter 11. No plan or disclosure statement has been filed, and the Movants do not believe there is any reasonable likelihood that a

chapter 11 plan could be confirmed and consummated. A chapter 7 trustee will be able to collect the estates' remaining recoveries and make distributions to creditors more efficiently and cost-effectively. In the Debtors' business judgment, which the Committee and 12BC share, conversion is preferable to the continued expenditure of the estates' limited resources in chapter 11.

21. The ancillary relief requested in connection with conversion is likewise appropriate under section 105(a) of the Bankruptcy Code. The Movants request that the post-default Carve Out under the DIP Order be deemed triggered solely to provide an aggregate amount not to exceed $250,000 for the remaining unpaid fees and expenses of estate professionals. The $250,000 is part of, and not in addition to, the Carve Out and is the sole remaining aggregate amount available for payment of professional fees and expenses with priority over the DIP Obligations. Payment from that amount may be made only if and when, and solely to the extent that, the Court approves and allows the applicable fees and expenses, subject in all respects to the Carve Out and its $250,000 aggregate cap. All other professional fees and expenses, to the extent allowed, shall constitute administrative expense claims junior and subordinate to the DIP Obligations and shall not be paid unless and until the DIP Obligations have been indefeasibly paid in full. Neither this Motion nor any order granting it approves or allows any professional fees or expenses, enlarges the Carve Out, or waives any objection to allowance or payment. 12BC's consent is expressly limited to this relief and shall not constitute consent to allowance of any fees or expenses or to any additional professional-fee priority over the DIP Obligations. Authorizing CITTA to continue its work on the duty drawback claims—subject to the chapter 7 trustee's right to object—will avoid the delay and expense of requiring a new professional to replicate CITTA's work; provided that such continued retention shall remain subject to the foregoing limitations and shall not create any

additional Carve Out or professional-fee priority over the DIP Obligations. This relief will facilitate an orderly transition to chapter 7 while preserving value for the estates.

22. The Movants further request that the Court establish the Final Fee Application Deadline of twenty-eight (28) days after the effective date of conversion for the estates' professionals to file their final fee applications and schedule a hearing to consider such applications at the Court's earliest convenience. Nothing herein shall prejudice the rights of any party in interest, including the chapter 7 trustee, with respect to any final fee application or the fees and expenses requested therein. Establishing that deadline or scheduling a hearing shall not approve or allow any fees or expenses or authorize their payment. Any allowance and payment remain subject to the Carve Out, the sole remaining $250,000 aggregate professional-fee cap, and the priority of the DIP Obligations described herein.

## CONCLUSION

23. For all of the foregoing reasons, the Debtors are entitled to convert these chapter 11 cases to cases under chapter 7 pursuant to section 1112(a) of the Bankruptcy Code, and conversion is in the best interests of the Debtors' creditors and estates. The Movants respectfully submit that the ancillary relief sought herein is appropriate and in the best interests of these estates.

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**WHEREFORE,** the Movants request that the Court enter an order converting the Debtors' Chapter 11 cases to cases under Chapter 7, granting the ancillary relief requested by the Motion, and granting such other and further relief as the Court may deem just and proper.

Date: October 13, 2026

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Dated: October 13, 2026

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**CERTIFICATE OF SERVICE**

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

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

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

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|---|---|
| In re: | Chapter 11 |
| AMPLE, INC., *et al.*,[3] | Case No. 25-90817 (CML) |
| Debtors. | (Jointly Administered) |

**ORDER GRANTING AGREED MOTION BY THE DEBTORS, THE OFFICIAL COMMITTEE, AND TWELVE BRIDGE CAPITAL, LLC CONVERTING THESE CHAPTER 11 CASES TO CHAPTER 7 PURSUANT TO SECTION 1112(A) OF THE BANKRUPTCY CODE AND GRANTING RELATED RELIEF**

Upon the agreed Motion[4] of the Debtors, the Committee, and 12BC to convert these chapter 11 cases to cases under chapter 7 of the Bankruptcy Code pursuant to section 1112(a) of the Bankruptcy Code (and related relief), the Court makes the following findings:

a. The Court has jurisdiction under 28 U.S.C. § 1334 and this is a core proceeding under 28 U.S.C. § 157(b)(2);

b. The Court may enter a final order granting this relief consistent with Article III of the United States Constitution;

c. proper and adequate notice of the Motion has been given and no other or further notice is necessary;

[3] The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are: Ample, Inc. (4015) and Ample Texas EV, LLC (6832). A copy of this Motion is available on (a) the Court's website, at www.txs.uscourts.gov and (b) the website maintained by the Debtors' claims and noticing agent, Verita Global at https://veritaglobal.net/ample.

[4] Capitalized terms have the definition given in the underlying Motion.

d. all objections, if any, to entry of this Order are withdrawn, resolved, or overruled solely as to the relief expressly granted herein, without prejudice to any objection to professional fees or expenses or their allowance, priority, or payment; and

e. the Debtors are entitled to convert these chapter 11 cases to cases under chapter 7 pursuant to section 1112(a) of the Bankruptcy Code, none of the exceptions set forth in section 1112(a) applies, and the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest.

Based on those findings, **IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.

2. Pursuant to section 1112(a) of the Bankruptcy Code, the Debtors' chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, effective as of the date of entry of this Order (the "Conversion Date").

3. The United States Trustee shall promptly appoint an interim chapter 7 trustee in accordance with section 701 of the Bankruptcy Code (the "Chapter 7 Trustee").

4. As of the date of entry of this Order, Twelve Bridge Capital, LLC ("12BC") holds an allowed secured and superpriority administrative expense claim under the DIP Order and the DIP Facility in an amount not less than total not less than $2,655,058.19 consisting of $2,640,237.99 in outstanding principal, $14,820.20 in accrued and unpaid interest (collectively, together with all additional amounts accruing or payable under the DIP Order and the DIP Facility, the "DIP Obligations").[5] The stated amount is inclusive of the $220,000 Bluewater payment and is not a cap on the DIP Obligations. All additional interest, fees, expenses, and other amounts

[5] This amount includes unpaid DIP lender legal fees and reimbursable expenses, which was capitalized into the principal amount, and the anticipated $220,000 payment to Bluewater on behalf of the Debtors' estates in connection with the Duty Drawback.

accruing or payable under the DIP Order and the DIP Facility remain part of the DIP Obligations. Conversion shall not impair or alter 12BC's liens or superpriority administrative expense claim under the DIP Order, which remain in full force and effect and binding on the estates and the Chapter 7 Trustee, subject to the Carve Out as expressly limited in this Order. The post-default Carve Out under the DIP Order is deemed triggered solely to provide an aggregate amount not to exceed $250,000 for the remaining unpaid fees and expenses of estate professionals. The $250,000 is part of, and not in addition to, the Carve Out and is the sole remaining aggregate amount available for payment of professional fees and expenses with priority over the DIP Obligations. Payment from that amount may be made only if and when, and solely to the extent that, the Court approves and allows the applicable fees and expenses, subject in all respects to the Carve Out and its $250,000 aggregate cap. All other professional fees and expenses, to the extent allowed, shall constitute administrative expense claims junior and subordinate to the DIP Obligations and shall not be paid unless and until the DIP Obligations have been indefeasibly paid in full. Neither the Motion nor this Order approves or allows any professional fees or expenses, enlarges the Carve Out, or waives any objection to allowance or payment. 12BC's consent is expressly limited to the foregoing relief. These limitations apply notwithstanding any other provision of the Motion or this Order, conversion of these cases, or the continued retention of any professional.

5. CITTA is authorized to continue its work on behalf of the estates in connection with the Debtors' duty drawback claims notwithstanding conversion, on the terms set forth in the CITTA Retention Order, subject to the right of the Chapter 7 Trustee to object to CITTA's continued retention. Nothing in this paragraph approves or allows any fees or expenses of CITTA or authorizes payment thereof. Any such fees or expenses remain subject to Court approval and allowance and to the Carve Out and the sole remaining $250,000 aggregate professional-fee cap

described above; all amounts outside that cap, to the extent allowed, are junior and subordinate to the DIP Obligations. Continued retention does not create any additional Carve Out or professional-fee priority over the DIP Obligations.

6. The Debtors shall turn over to the Chapter 7 Trustee all records and property of the estates under their custody and control as required by Bankruptcy Rule 1019(4).

7. Within fourteen (14) days after the Conversion Date, the Debtors shall file a schedule of unpaid debts incurred after the commencement of these chapter 11 cases, and within thirty (30) days after the Conversion Date, the Debtors shall file and transmit to the United States Trustee a final report and account, in each case as required by Bankruptcy Rule 1019(5).

8. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

SIGNED: _____, 2026

CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE