

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

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| In re: | § | |
| | § | |
| AMPLE, INC., <i>et al.</i> , ¹ | § | Case No. 25-90817 (CML) |
| | § | Chapter 11 |
| Debtors. | § | (Jointly Administered) |
| | § | |

**DEBTORS' MOTION FOR ENTRY OF AN ORDER
AUTHORIZING REJECTION OF REAL PROPERTY LEASES AS OF THE
PETITION DATE 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.

Ample, Inc. and its debtor affiliate in the above-captioned cases, as debtors and debtors in possession (collectively, the “Debtors”), respectfully state as follows in support of this motion (this “Motion”):

RELIEF REQUESTED

1. By this Motion, the Debtors seek entry of an order (the “Proposed Order”), substantially in the form attached hereto as **Exhibit A**, (a) authorizing the Debtors to reject the executory contracts and unexpired leases (including, without limitation, any and all amendments, modifications, side letters, memoranda of understanding, and documents incorporated therein by reference) (each, a “Rejected Contract” and collectively, the “Rejected

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.txsb.uscourts.gov and (b) the website maintained by the Debtors’ claims and noticing agent, Verita Global at <https://veritaglobal.net/ample>.



Contracts”) set forth on **Exhibit 1** to the Proposed Order as of the Petition Date and (b) granting related relief.

2. The proposed relief permits parties to Rejected Contracts to seek appropriate claims based on the rejection, but they should a) mitigate by (for example) first drawing upon any surety or letter of credit or any other means of mitigation available to the parties to Rejected Contracts, and b) contact Debtors’ counsel for good faith discussions before seeking an administrative expense.

JURISDICTION AND VENUE

3. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157, and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory and legal predicates for the relief requested herein are sections 105(a) and 365(a) of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rule 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), rule 9013-1(b) of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”), and the Procedures for Complex Cases in the Southern District of Texas.

BACKGROUND

5. 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 or examiner has been appointed in the Chapter 11 Cases.

6. The Chapter 11 Cases are being jointly administered for procedural purposes pursuant to Bankruptcy Rule 1015(b) and Bankruptcy Local Rule 1015-1.

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 C. Baumgartner, Chief Restructuring Officer of the Debtors, in Support of the Chapter 11 Petitions and First-Day Relief* [Docket No. 3] (the “First Day Declaration”),² and incorporated herein by reference.

9. Prior to the filing of the Chapter 11 Cases, the Debtors and their advisors undertook an extensive analysis of the Debtors’ existing contracts and unexpired leases. As a result of this ongoing analysis, the Debtors determined, in their business judgment, based on a number of factors, including, but not limited to, the Debtors’ strategic consolidation of operations and real estate footprint, that the Rejected Contracts identified on Exhibit 1 attached to the Proposed Order are unnecessary and burdensome to the Debtors’ estates and should be rejected.

² Capitalized terms used but not defined herein have the meanings given to them in the First Day Declaration.

10. Thus, the Debtors seek to reject the Rejected Contracts effective as of the Petition Date. By rejecting the Rejected Contracts, the Debtors will avoid the accrual of potential unnecessary administrative expenses with no foreseeable benefits to the Debtors' estates.

11. Parties to Rejected Contracts have a duty to mitigate before asserting a claim or administrative expense, such as by drawing on letters of credit or other surety. The proposed order requires this expressly. The proposed order also encourages any party seeking an administrative expense to first contact Debtor's counsel in good faith before seeking payment.

BASIS FOR RELIEF

A. Rejection of the Rejected Contracts Is an Appropriate Exercise of the Debtors' Business Judgment.

12. Section 365(a) of the Bankruptcy Code provides that a debtor, "subject to the court's approval, may . . . reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). "This provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed." *Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996) (citing *In re Murexco Petroleum, Inc.*, 15 F.3d 60, 62 (5th Cir. 1994)); *see also In re Orion Pictures Corp.*, 4 F.3d 1095, 1098 (2d Cir. 1993) (noting that the purpose of rejection of executory contracts is to permit the debtor in possession to renounce title to and abandon burdensome property).

13. A debtor's rejection of an executory contract or unexpired lease is ordinarily governed by the "business judgment" standard. *See Richmond Leasing Co. v. Cap. Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1989) ("It is well established that 'the question of whether a lease should be rejected . . . is one of business judgment.'") (quoting *Grp. Of Institutional Inv'rs v. Chi., M., St. P & P.R. Co.*, 318 U.S. 523, 550 (1943)); *see also In re Tex. Sheet Metals, Inc.*, 90 B.R. 260, 264 (Bankr. S.D. Tex. 1988) ("The traditional business judgment standard governs the

rejection of ordinary executory contracts.”); *In re Pilgrim’s Pride Corp.*, 403 B.R. 413, 422 (Bankr. N.D. Tex. 2009) (“The general rule is that the decision to reject a given contract should be left to the trustee’s (or debtor in possession’s) sound business judgment.”). The business judgment standard requires a court to approve a debtor’s business decision unless that decision is the product of “bad faith, whim, or caprice.” *See In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (citing *In re Wheeling-Pittsburgh Steel Corp.*, 72 B.R. 845, 849–50 (Bankr. W.D. Pa. 1987)).

14. In applying the business judgment standard, courts have held that rejection of an executory contract or an unexpired lease is appropriate where such rejection would benefit the estate. *See In re Pisces Energy, LLC*, No. 09-36591-H5-11, 2009 WL 7227880, at *6 (Bankr. S.D. Tex. Dec. 21, 2009) (“Courts apply the ‘business judgment test,’ which requires a showing that the proposed course of action will be advantageous to the estate and the decision be based on sound business judgment.”); *see also Orion Pictures*, 4 F.3d at 1098–99 (stating that section 365 of the Bankruptcy Code permits a debtor in possession, subject to court approval, to decide which executory contracts would be beneficial to reject). Thus, upon finding that a debtor exercised its sound business judgment in determining that rejection of certain contracts or leases is in the best interests of its creditors and other parties in interest, a court should approve the rejection under section 365(a) of the Bankruptcy Code. *See In re Summit Land Co.*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that absent extraordinary circumstances, court approval of a debtor’s decision to assume or reject an executory contract “should be granted as a matter of course”).

15. The Debtors have determined, in the sound exercise of their business judgment, that the leased premises identified on **Exhibit 1** are unnecessary and burdensome. Absent rejection, the Rejected Contracts create a risk of potential administrative liabilities. The rejection of the Rejected

Contracts will relieve the Debtors of these unnecessary obligations. Therefore, rejection is in the best interests of the Debtors' estates.

16. Accordingly, the Debtors seek to reject the Rejected Contracts effective as of the applicable Rejection Date set forth on **Exhibit 1** (*i.e.*, the Petition Date).

B. Rejection of the Rejected Contracts Effective as of the Applicable Rejection Date Is Appropriate

17. Courts have long recognized that it is appropriate and consistent with the Bankruptcy Code to grant retroactive rejection of executory contracts and unexpired leases under certain circumstances. *See, e.g., In re Romacorp, Inc.*, 2006 WL 6544088, at *4 (Bankr. N.D. Tex. Feb. 2, 2006) (“This court is not alone in allowing retroactive rejection of unexpired leases; in fact, a number of other courts around the country have recognized this equitable practice.”) (collecting cases); *In re Amber’s Stores, Inc.*, 193 B.R. 819, 825–27 (Bankr. N.D. Tex. 1996) (finding that “nothing precludes a bankruptcy court, based on the equities of the case, from approving” retroactive rejection); *see also In re At Home Corp.*, 392 F.3d 1064, 1070 (9th Cir. 2004) (“Fortunately, we need look no further than § 365(d) itself to see that, in appropriate cases, retroactive lease rejection may be ‘necessary or appropriate to carry out’ this provision of Title 11. 11 U.S.C. § 105(a)”); *Thinking Machs. Corp.*, 67 F.3d 1021, 1028 (1st Cir. 1995) (“[A] bankruptcy court’s exercise of its residual equitable powers must be connected to, and advance the purposes of, specific provisions in the Code. There is little question, however, that a retroactive order may be appropriate as long as it promotes the purposes of section 365(a). Consequently, we rule that a bankruptcy court, when principles of equity so dictate, may approve a rejection of a nonresidential lease pursuant to section 365(a) retroactive to the motion filing date.”) (citations omitted); *Pac. Shores Dev., LLC v. At Home Corp. (In re At Home Corp.)*, 392 F.3d 1064, 1065–71 (9th Cir. 2004) (affirming bankruptcy court’s approval of retroactive rejection), *cert. denied*, 546 U.S. 814 (2005).

18. In this instance, the balance of equities favors approving rejection effective retroactive to the Petition Date, as set forth on Exhibit 1 to the Proposed Order. As described herein, the Debtors have determined in their sound business judgment that the Rejected Contracts are burdensome and unnecessary to their estates. Without such relief, the Debtors will potentially incur unnecessary administrative expenses related to the Rejected Contracts—agreements that provide no benefit to the Debtors’ estates in light of the ongoing strategic consolidation. *See* 11 U.S.C. § 365(d)(3). The counterparties to the Rejected Contracts will not be unduly prejudiced if rejection of the Rejected Contracts is deemed effective as of the Petition Date for several reasons.

19. First, the Debtors, in the exercise of their business judgment, have either already exited as of the Petition Date, or are in the process of soon exiting the Leased Premises. Second, if a landlord believes it is entitled to administrative expense for post-petition use, the Debtors’ counsel asks that the landlord discuss that request for payment in good faith before burdening the Court with the request. Third, the Debtors understand that some landlords hold credit enhancements, such as letters of credit or other surety, and that mitigation is required before asserting a claim. Finally, any temporary possession by the Debtors after the Petition Date was temporary and done solely to facilitate an orderly exit, asset disposition, or turnover, and was not inconsistent with the Debtors’ intent to reject the relevant contract.

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order attached hereto as **Exhibit A** rejecting the Rejected Contracts as of the Petition Date and granting such other and further relief as may be just and proper.

Date: December 31, 2025

PILLSBURY WINTHROP SHAW PITTMAN LLP

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EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
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**ORDER AUTHORIZING REJECTION OF REAL PROPERTY LEASES AS OF THE
PETITION DATE AND GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of an Order authorizing the Debtors to reject the executory contracts and unexpired leases (including, without limitation, any and all amendments, modifications, side letters, memoranda of understanding, and documents incorporated therein by reference) set forth on **Exhibit 1**; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and all objections, if any, to entry of this Order having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined

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² Capitalized terms used but not defined herein have the meanings given to them in the Motion.

that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Debtors are authorized to reject the Rejected Contracts identified on **Exhibit 1** attached hereto, including, to the extent applicable, any agreements, amendments, modifications, and subcontracts related thereto, effective as of the Petition Date as set forth on **Exhibit 1**.

2. Nothing in this Order shall prejudice the rights of the Counterparties with respect to any claim for damages arising from the rejection of the Rejected Contracts and with respect to any objection by the Debtors thereto.

3. Any proof of claim for damages arising from the rejection of the Rejected Contracts shall be filed in accordance with any order of the Court establishing the applicable bar date for filing such proof of claim.

4. Nothing herein shall prejudice the rights of the Debtors to argue (and the Counterparties to raise objection thereto) that any of the Rejected Contracts were terminated prior to the Petition Date or that any claim for damages arising from the rejection of the Rejected Contracts is limited to the remedies available under any applicable termination provision of such contract or lease, as applicable, or that any such claim is an obligation of a third party and not that of the Debtors or their estates.

5. Parties to any Rejected Contracts are required to mitigate before asserting administrative expenses or claims against a Debtor, including, without limitation, by applying letters of credit or other surety. Similarly, before asserting an administrative expense related to the rejection, the Court encourages them to first contact Debtors' counsel in good faith.

6. Nothing in the Motion or this Order, or any payment made under this Order, is intended to be or shall be deemed as (a) an admission as to the validity of any claim against any Debtor or the existence of any lien against the Debtors' properties; (b) a waiver of the Debtors' rights to dispute any claim or lien on any grounds; (c) a promise to pay any claim; (d) an implication or admission that any particular claim would constitute an allowed claim; (e) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code (other than the Rejected Contracts); or (f) a limitation on the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease with any party subject to this Order. Nothing contained in this Order shall be deemed to increase, decrease, reclassify, elevate to an administrative expense status, or otherwise affect any claim to the extent it is not paid.

7. Notwithstanding Bankruptcy Rule 6004(h) to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

8. The Debtors are further authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

9. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

SIGNED: _____, 2026

CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1
(Rejected Contracts)

| No. | Lease Counterparty | Debtor | Property Address | Description | Effective Date | Lease End Date | Rejection Date |
|-----|---|-------------|---|---|----------------|----------------|----------------|
| 1 | KR 100 Hooper LLC | Ample, Inc. | 100 Hooper Street Suites 25, 40, 50 San Francisco, CA 94107 | Original Lease - Global Office Headquarters | 5/15/2019 | 6/15/2026 | 12/16/2025 |
| 2 | KR 100 Hooper LLC | Ample, Inc. | 100 Hooper Street Suite 35 San Francisco, CA 94107 | Letter of Intent - Global Office Headquarters | 1/25/2021 | 6/15/2026 | 12/16/2025 |
| 3 | KR 100 Hooper LLC | Ample, Inc. | 100 Hooper Street Suites 25, 35, 40, 50 San Francisco, CA 94107 | First Amendment to Lease - Global Office Headquarters | 5/6/2021 | 6/15/2026 | 12/16/2025 |
| 4 | Redwood Materials, Inc. | Ample, Inc. | 100 Hooper Street Suites 35, 50 San Francisco, CA 94107 | Sublease - Global Office Headquarters | 3/12/2025 | 6/15/2026 | 12/16/2025 |
| 5 | DCT Valley Drive CA LP (Prologis L.P.) | Ample, Inc. | 280 Old County Rd, Brisbane CA, 94005 | Lease - Manufacturing Facility - Storage | 6/27/2024 | 9/30/2026 | 12/16/2025 |
| 6 | Uber Technologies, Inc. | Ample, Inc. | 950 23rd Street San Francisco, CA 94107 | Sublease - Operations Center and Office | 10/27/2022 | 1/31/2029 | 12/16/2025 |
| 7 | 1699 West Grand Avenue Property Owner, L.P. | Ample, Inc. | 1699 W. Grand Avenue Oakland, CA 94607 | Lease - Warehouse | 6/25/2025 | 5/31/2028 | 12/16/2025 |
| 8 | Seaport Parkway LP | Ample, Inc. | 2797 3rd Street San Francisco, CA 94107 | Lease - Testing Facility | 9/25/2023 | 12/31/2026 | 12/16/2025 |
| 9 | 750 24th Street, LLC | Ample, Inc. | 750 24th Street San Francisco, CA 94107 | Lease - Testing Facility | 9/25/2023 | 12/31/2026 | 12/16/2025 |
| 10 | Cordelia Industrial 1, LP | Ample, Inc. | 2870 Cordelia Road, Suite 130, Fairfield, CA 94534 | Lease - Testing Facility | 11/10/2023 | 11/30/2026 | 12/16/2025 |