Fill in this information to identify the case:

Debtor 1 Ample, Inc.

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: Southern District of Texas

Case number 25-90817 (CML)

Official Form 410

Proof of Claim

04/25

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

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

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

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

Part 1: Identify the Claim

1. **Who is the current creditor?**

1699 West Grand Avenue Property Owner L.P.
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☑ No
☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Valerie Bantner Peo Name	_____ Name
Buchalter LLP; 425 Market St., Suite 2900 Number Street	_____ Number Street
San Francisco CA 94105 City State ZIP Code	_____ City State ZIP Code
Contact phone 415-227-0900	Contact phone _____
Contact email vbantnerpeo@buchalter.com	Contact email _____

Uniform claim identifier (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No
☐ Yes. Who made the earlier filing? _____

2590817260227000000000016

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

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

7. **How much is the claim?** $ 506,904.25 . **Does this amount include interest or other charges?**
☑ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

9. **Is all or part of the claim secured?**
☐ No
☑ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☑ Other. Describe: Security Deposit
Basis for perfection: possession
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: $ 28,325.00
Amount of the claim that is secured: $ 28,325.00
Amount of the claim that is unsecured: $ 478,579.25 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: $ 41,866.19
Annual Interest Rate (when case was filed) 0.00 %
☐ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☐ No
☑ Yes. **Amount necessary to cure any default as of the date of the petition.** $ 41,866.19

11. **Is this claim subject to a right of setoff?**
☐ No
☑ Yes. Identify the property: Security Deposit of $28,325.00

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

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

☐ No

☑ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☑ Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies.	$ 34,265.42

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

Part 3: Sign Below

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

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

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

Check the appropriate box:

☒ I am the creditor.

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

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

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

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

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

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

Executed on date 02/26/2026
MM / DD / YYYY



Signature

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

Name: Gerris Wilkinson
First name Middle name Last name

Title: Asset Manager

Company: 1699 W Grand Ave Property Owner, LP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 15555 E. 14th St. Suite 350
Number Street

San Leandro CA 94578
City State ZIP Code

Contact phone _____ Email _____

In re Ample, Inc. (the "Debtor")
Case No. 25-90817 (CML) (the "Case")
Bankruptcy Court for the Southern District of Texas (the "Court")

Attachment to Proof of Claim

1699 West Grand Avenue Property Owner L.P., a Delaware limited partnership ("Lessor") asserts the following claims against the Debtor's bankruptcy estate (the "Estate").

1. The Debtor and Lessor entered into an *Office Lease* dated June 25, 2025 ("Lease Agreement"), whereby the Debtor leased from Lessor warehouse space known as Bay 6 located at 699 W. Grand Avenue, Oakland, California 94607 ("Premises"). The Lease term is 36 months, commencing on July 1, 2025.[1]

2. On December 16, 2025 (the "Petition Date") the Debtor filed for voluntary relief under Chapter 11 of the Bankruptcy Code.

3. Pursuant to the terms of the Lease Agreement, Lessor is holding a $28,325.00 security deposit.

4. On February 18, 2026, the Court entered its *Order Authorizing the Debtors to Reject Certain Real Property Leases and Granting Related Relief* [Dkt. No. 180] ("Rejection Order"), which authorized the Debtor to reject the Lease Agreement effective as of the Petition Date ("Rejection Date").

5. The Debtor surrendered the Premises to Lessor on January 13, 2026 ("Surrender Date").

6. As of the Petition Date, the Debtor was indebted to Lessor in the total amount of **$41,866.19**, comprised of $30,250 in Base Rent and $11,616.19 in Tenant's Percentage Share of Operating Expenses.

7. In addition, the Debtor is indebted to the Lessor for post-petition Base Rent, Utility Rent, Tenant's Percentage Share of Operating Expenses, and Tenant's Percentage Share of Property Taxes for the period from the Petition Date through the Surrender Date, in the amount of **$34,265.42**. Lessor reserves its right to file an administrative claim for those and any other amounts which may not be reflected in this Proof of Claim.

8. The Lease Agreement expiration date is May 31, 2028. Thus, the greater of one year or 15% (not to exceed three years) of the remaining term of the Lease Agreement following the Rejection Date is one year. The Lease defines "Rent" to include Base Rent, Utility Rent, Tenant's Percentage Share of Operating Expenses, and Tenant's Percentage Share

[1] The Lease Agreement is already in the possession of the Debtors and for that reason is not attached to this Proof of Claim. Lessor will provide copies of the Lease Agreement to the Debtor upon reasonable written request delivered to Lessor's counsel.

of Property Taxes. Thus, Lessor's rejection damages for the year following the Rejection Date is **$430,772.64**, as follows:

a. 6.5 months[2] of Base Rent at $27,500.00 (Lease Year 1): $178,750.00
b. 5.5 months[3] of Base Rent at $28,325.00 (Lease Year 2): $155,787.50
c. 12 months of estimated Utility Rent, Tenant's Percentage Share of Operating Expenses, and Tenant's Percentage Share of Property Taxes: $96,235.14

9. Notwithstanding the amounts set forth herein, Lessor expressly asserts a claim for all amounts due pursuant to the terms of the Lease Agreement including, without limiting the generality of the foregoing, (i) actual expenses and taxes to the extent that they exceed estimated amounts, (ii) interest, and (iii) attorneys' fees and costs.

10. Filing this Claim is not: (i) a waiver or release of Lessor's rights, claims or defenses against any person, entity or property; (ii) a waiver of any security interest Lessor now has or may be determined to have at any time; (iii) a waiver of any claim, action, or cause of action Lessor may have against the Debtor or any other entity; (iv) a waiver or release of Lessor's right to have any final order entered by, or other exercise of the judicial power of the United States performed by, an Article III court; (v) a consent by Lessor to the jurisdiction of the Court for any purpose other than with respect to this Claim; (vi) an election of remedy; (vii) a waiver or release of any rights which Lessor may have to a jury trial; (viii) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Claim, any objection thereto or any other proceedings which may be commenced in this Case against or otherwise involving Lessor, including without limitation, any adversary proceeding that was or may be commenced by any party or committee in this Case; or (ix) a waiver of Lessor's right to make requests for payment of an administrative expense claim under the Bankruptcy Code.

[2] December 16, 2025 to June 30, 2026.

[3] July 1, 2026 to December 15, 2026.