Docket #0294 Date Filed: 06/22/2026

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)
	§	

DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER AUTHORIZING REJECTION OF EXECUTORY CONTRACTS AS OF THE REJECTION DATE AND GRANTING RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than 5:00 p.m. on June 30, 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. 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"):

EMERGENCY RELIEF REQUESTED

1. Because the Debtor is leaving the premises on June 30, 2026, and buyers have not acquired these executory contracts, the Debtors seek entry of an order (the "Proposed Order"), substantially in the form attached hereto as **Exhibit B**, on an emergency basis, (a) authorizing the Debtors to reject the executory contracts (including, without limitation, any and all

[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.

amendments, modifications, side letters, memoranda of understanding, and documents incorporated therein by reference) (each, a "Rejected Contract" and collectively, the "Rejected Contracts") set forth on **Exhibit 1** to the Proposed Order as of June 30, 2026 (such date, the "Rejection Date") and (b) granting related relief.

BASIS FOR EMERGENCY RELIEF

2. Emergency consideration of this Motion is necessary and appropriate to avoid the incurrence of substantial administrative expense liability for post-June real estate rent. The Debtors are exiting their Prologis facilities located at 99 Park Lane, Brisbane, California and 245 South Spruce Avenue, South San Francisco, California effective June 30, 2026. The equipment leases, surveillance services, and internet services covered by the Rejected Contracts are no longer needed and will provide no benefit to the Debtors' estates. Without rejection approval before June 30, 2026, the Debtors may incur large and unnecessary administrative expense obligations for July rent for failure to exit the facilities. Because the standard 21-day notice period would extend past the Rejection Date, emergency treatment is warranted.

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. 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* [Docket No. 3] (the "First Day Declaration"),[2] and incorporated herein by reference.

8. A declaration from Mr. Baumgartner further supporting this Motion is attached hereto as **Exhibit A** (the "Baumgartner Declaration").

9. The Rejected Contracts identified on **Exhibit 1** attached to the Proposed Order are unnecessary and burdensome to the Debtors' estates, confer no value in connection with the Debtors' limited remaining operations, and should be rejected.

10. Thus, the Debtors seek to reject the Rejected Contracts effective as of the Rejection Date. By rejecting the Rejected Contracts on an emergency basis, the Debtors will avoid incurring large and unnecessary administrative expenses without any benefit to the Debtors' estates. Prior

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

to filing this Motion, the Debtors conferred with the counterparties to the Rejected Contracts, informing them that the services and equipment subject to the Rejected Contracts will no longer be needed after the Debtors exit the facilities where the equipment is located and the services are provided. Therefore, rejection as of the Rejection Date is necessary and appropriate.

BASIS FOR RELIEF

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

11. 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).

12. 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)).

13. 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").

14. The Debtors have determined, in the sound exercise of their business judgment, that the executory contracts identified on **Exhibit 1** are unnecessary and burdensome and confer no value in connection with the Debtors' limited remaining operations. The Rejected Contracts include (a) two equipment leases with Toyota Industries Commercial Finance, Inc. ("Toyota") for Toyota forklifts, one at each of the Debtors' Prologis facilities, which were required to be maintained at the Facilities through June 30, 2026 pursuant to the Asset Purchase Agreement governing the sale of the Debtors' assets located at the Facilities consummated on or about May 8,

2026 [Docket No. 268], (b) surveillance camera service agreements with Pro-Vigil for monitoring services at each of the Facilities, and (c) an internet services agreement with Sonic for 1 Gbps fiber high-speed internet services at 245 S. Spruce Ave, South San Francisco, CA 94080 (the "Sonic Agreement"), which services are no longer needed following the Debtors' exit from the Facilities. The surveillance camera contracts and internet services for the Debtors' other locations have already been rejected. Absent rejection, the Rejected Contracts create a risk of potential administrative liabilities.

15. Accordingly, the Debtors seek to reject the Rejected Contracts effective as of the applicable Rejection Date set forth on **Exhibit 1**.

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

16. 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).

17. In this instance, the balance of equities favors approving rejection effective as of the Rejection Date, as set forth on **Exhibit 1** to the Proposed Order, which is June 30, 2026. The Debtors have determined in their sound business judgment that the Rejected Contracts are burdensome and unnecessary to their estates. The Debtors are exiting the Prologis facilities (located at 99 Park Lane, Brisbane, CA and 245 South Spruce Avenue, South San Francisco, CA) effective June 30, 2026. Upon exit from these facilities, the equipment leases, surveillance services, and internet services covered by the Rejected Contracts will no longer be needed. Without such relief, the Debtors will potentially incur unnecessary administrative expenses related to the Rejected Contracts.

18. Prior to filing this Motion, the Debtors conferred with counsel to Toyota, the lessor of the equipment under the Rejected Contracts, informing the lessor that the equipment subject to the equipment leases can be retrieved from the Debtors and providing the location of the equipment and a name and contact information of the individual at the Debtors to gain access. The Debtors have also notified Pro-Vigil of the rejection of the surveillance service agreements via email to Pro-Vigil's customer support email address. Additionally, the Debtors notified Sonic of the rejection of the Sonic Agreement via email to the Sonic account manager. Therefore, rejection as of the Rejection Date is necessary and appropriate.

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

Date: June 22, 2026

PILLSBURY WINTHROP SHAW PITTMAN LLP

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

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Counsel for the Debtors

Certificate of Service

I certify that on June 22, 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

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.*,[3]	§	Chapter 11
	§	
Debtors.	§	(Jointly Administered)

DECLARATION OF JOHN D. BAUMGARTNER
IN SUPPORT OF DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER AUTHORIZING REJECTION OF EXECUTORY CONTRACTS AS OF THE REJECTION DATE AND 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 Authorizing Rejection of Executory Contracts as of the Rejection Date and Granting Related Relief* (the "Motion").[4]

2. The Debtors are requesting an order authorizing the Debtors to reject the executory contracts (each, a "Rejected Contract" and collectively, the "Rejected Contracts") set forth on Exhibit 1 to the Proposed Order as of June 30, 2026 (the "Rejection Date").

3. The Rejected Contracts include (a) two equipment leases with Toyota Industries Commercial Finance, Inc. ("Toyota") for Toyota forklifts, one at each of the Debtors' Prologis facilities located at 99 Park Lane, Brisbane, California and 245 South Spruce Avenue, South San Francisco, California (collectively, the "Facilities"), (b) surveillance camera service agreements with Pro-Vigil for monitoring services at each of the Facilities, and (c) an internet services

[3] 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).

[4] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

agreement with Sonic for 1 Gbps fiber high-speed internet services at 245 S. Spruce Ave, South San Francisco, CA 94080 (the "Sonic Agreement").

4. The Debtors are exiting the Facilities effective June 30, 2026. The Toyota equipment leases were required to be maintained at the Facilities through June 30, 2026 pursuant to the Asset Purchase Agreement governing the sale of the Debtors' assets located at the Facilities consummated on or about May 8, 2026 [Docket No. 268]. Upon exit from the Facilities, the equipment leases, surveillance services, and internet services covered by the Rejected Contracts will no longer be needed and will provide no benefit to the Debtors' estates.

5. Without rejection approval before June 30, 2026, the Debtors may incur wasteful administrative expense obligations for July rent and other costs associated with the Rejected Contracts. Because the standard 21-day notice period would extend past the Rejection Date, emergency treatment is warranted.

6. Prior to filing the Motion, the Debtors' counsel conferred with counsel to Toyota, agreeing with them to turn over the equipment and providing the location of the equipment and a name and contact information of the individual at the Debtors' premises. The Debtors' counsel has also notified Pro-Vigil of the rejection of the surveillance service agreements via email to Pro-Vigil's customer support email address. Additionally, the Debtors' counsel notified Sonic of the rejection of the Sonic Agreement via email to the Sonic account manager.

7. The Debtors have determined, in the sound exercise of their business judgment, that the Rejected Contracts are unnecessary and burdensome and confer no value in connection with the Debtors' limited remaining operations. The surveillance camera contracts and internet services for the Debtors' other locations have already been rejected. Absent rejection, the Rejected Contracts create a risk of needless administrative liabilities.

8. Accordingly, I believe that rejection of the Rejected Contracts effective as of the Rejection Date is necessary and appropriate and in the best interests of the Debtors, their estates, their creditors, and other parties in interest.

9. By rejecting the Rejected Contracts on an emergency basis, the Debtors will avoid incurring large and unnecessary administrative expenses without any benefit to 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: June 22, 2026

Getzler Henrich & Associates LLC

By: */s/ John D. Baumgartner*
Name: John D. Baumgartner
Title: Managing Director

EXHIBIT B

Proposed Order

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

In re:	§	
	§	
AMPLE, INC., *et al.*,[5]	§	Case No. 25-90817 (CML)
	§	Chapter 11
Debtors.	§	(Jointly Administered)
	§	

ORDER GRANTING DEBTORS' EMERGENCY MOTION FOR ENTRY OF AN ORDER AUTHORIZING REJECTION OF EXECUTORY CONTRACTS AS OF THE REJECTION DATE AND GRANTING RELATED RELIEF

Upon the motion (the "Motion")[6] of the Debtors for entry of an Order authorizing the Debtors to reject certain executory contracts (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 Declaration of John D. Baumgartner in Support of the Motion (the "Baumgartner Declaration"); 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

[5] 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 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.

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

factual bases set forth in the Motion and the Baumgartner Declaration establish just cause for the relief granted herein; and the Court having determined 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 Rejection 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 the order of this 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. Nothing in the Motion or this Order, or any payment made pursuant to 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 other 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.

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

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

8. 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

_____
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Rejected Contracts

Debtor	Counterparty	Counterparty Address	Description / Title	Contract Date	Rejection Date
Ample, Inc.	Toyota Equipment Finance	6999 Southfront Rd. Livermore, CA 94551	Lease Agreement #50532924, Toyota 8FBCU30 Forklift	08/17/2023	06/30/2026
Ample, Inc.	Toyota Equipment Finance	6999 Southfront Rd. Livermore, CA 94551	Lease Agreement #50538260, Toyota 7FBCU45 Forklift	10/04/2023	06/30/2026
Ample, Inc.	Pro-Vigil	PO Box 677107 Dallas, TX 75267	Pro-Vigil Surveillance Service Agreement, Service Order Form for 99 Park Lane, Brisbane, CA 94005	07/21/2023	06/30/2026
Ample, Inc.	Pro-Vigil	PO Box 677107 Dallas, TX 75267	Pro-Vigil Surveillance Service Agreement, Service Order Form for 245 S. Spruce Ave, San Francisco, CA 94080	02/13/2023	06/30/2026
Ample, Inc.	Sonic	2260 Apollo Way, Santa Rosa, CA 95407	1 Gbps Fiber High Speed Internet Services Agreement for 245 S. Spruce Ave, South San Francisco, CA 94080	01/30/2023	06/30/2026