Docket #0297 Date Filed: 06/23/2026
United States Bankruptcy Court
Southern District of Texas
ENTERED
June 23, 2026
Nathan Ochsner, Clerk

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*

Case No. 25-90817 (CML)

Debtor.

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STIPULATION AND AGREED ORDER
REGARDING REJECTION OF LEASES OF NONRESIDENTIAL REAL PROPERTY
AND TREATMENT OF POST-PETITION RENT OBLIGATIONS

Debtor Ample, Inc. (the "Debtor" or "Ample"), DCT Valley Drive CA LP ("DCT"), and AMB Fund III Mosaic, LLC ("AMB," and together with DCT, "Landlord") (collectively, the "Parties"), by and through their respective counsel, hereby stipulate and agree 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 chapter 11 cases.

WHEREAS, DCT, as landlord, and Ample, as tenant, are parties to that certain lease (as amended from time to time, the "Park Lane Lease") for the lease of real property located at SFO 23, 93-99 Park Lane, Brisbane, CA 94005 (the "Park Lane Premises"), as described in more detail in the Park Lane Lease.

WHEREAS, in connection with the execution of the Park Lane Lease, Ample provided a security deposit that has since been applied by Landlord.

WHEREAS, the Park Lane Lease runs through September 30, 2026.

WHEREAS, AMB, as landlord, and Ample, as tenant, are parties to a lease (as amended from time to time, the "South Spruce Lease", and together with the Park Lane Lease, the "Leases") for the lease of real property at SFO, 245 South Spruce Avenue, Unit 200, South San Francisco,

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CA 94080 (the "South Spruce Premises," and together with the Park Lane Premise, the "Premises"), as described in more detail in the South Spruce Lease.

WHEREAS, in connection with the execution of the South Spruce Lease, Ample obtained a letter of credit to provide financial assurances, which Landlord has since drawn upon.

WHEREAS, the South Spruce Lease runs through December 31, 2027.

WHEREAS, the Leases both require Debtor to pay base rent and additional rent including, but not limited to, monthly operating expenses and taxes ("Rent").

WHEREAS, as of the Petition Date, Ample owes pre-petition Rent of approximately $97,280 under the Park Lane Lease (the "Park Lane Pre-Petition Arrears").

WHEREAS, as of today, Ample owes post-petition Rent of approximately $264,396 under the Park Lane Lease (the "Park Lane Post-Petition Arrears").

WHEREAS, as of the Petition Date, Ample owes pre-petition Rent of about $149,033 under the South Spruce Lease (the "South Spruce Pre-Petition Arrears," and together with the Park Lane Pre-Petition Arrears, the "Pre-Petition Arrears").

WHEREAS, as of today, Ample owes post-petition Rent of approximately $103,738 under the South Spruce Lease for Rent (the "South Spruce Post-Petition Arrears," and together with the Park Lane Post-Petition Arrears, the "Post-Petition Arrears").

WHEREAS, following good faith, arms-length negotiations, the Parties agree that Ample may satisfy all of its post-petition administrative rent obligations to Landlord at a discount, as fully set forth below.

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. As provided by 11 U.S.C. §§105(a) and 365(a), the Leases are hereby rejected effective as of June 30, 2026 (the "Rejection Date").

3. Within five (5) days of the entry of this Stipulation and Agreed Order by the Court on the docket, Ample shall pay Landlord $100,000.00 (the "Post-Petition Payment"). Subject to Ample's compliance with the terms hereof, including Paragraph 4, the Post-Petition Payment shall fully satisfy Landlord's administrative expenses for unpaid Post-Petition Arrears, including post-petition Rent owed for June 2026.

4. Ample shall surrender possession of and relinquish keys to the Premises to Landlord on or before the Rejection Date. The Premises shall be surrendered in broom-clean condition, with all equipment installed at the Premises disconnected from all power or other utilities and removed from the Premises in accordance with the Leases. Ample and its agents and representatives shall coordinate with Landlord regarding the removal of any equipment that is connected or tied into the water, fire or electrical systems at the Premises. Ample shall be solely responsible for obtaining any necessary permits and approval to complete the removal, and for closing out same.

5. As effectuated by 11 U.S.C. §§105(a) and 554(a) and Fed. R. Bankr. P. 6007, any and all personal property of Ample remaining in the Premises on the Rejection Date (the "Abandoned Property") is hereby deemed abandoned by Debtor, with such abandonment being effective as of the Rejection Date. Landlord may dispose of any and all Abandoned Property without further notice or liability to the Debtor or any third party, and such abandonment shall be

without prejudice to Landlord's right to assert any claim based on such abandonment and without prejudice to Debtor or any other party in interest to object thereto.

6. In advance of the Rejection Date, Landlord is authorized to commence marketing efforts for the Premises.

7. If Debtor fully complies with its obligations under Paragraphs 3 and 4 above, Landlord shall waive its right to an administrative expense for any post-petition obligations of Ample, including the Post-Petition Arrears. Landlord is not waiving prepetition claims or unsecured claims arising under 11 U.S.C. §365 based on the rejection of the Leases.

8. Parties each declare that their respective decisions in executing this Stipulation and Agreed Order are not predicated on or influenced by any declaration or representation of the other Party, except as otherwise expressly provided herein. The Parties agree that they or their counsel have carefully read this Stipulation and Agreed Order, and that they understand all of its terms and conditions, know its contents, and have signed below as their respective free and voluntary acts.

9. This Stipulation and Agreed Order may be executed in one or more counterparts and by facsimile or electronic copy, all of which will be considered effective as an original signature.

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

11. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Stipulation and Agreed Order, and the Parties hereby consent to such jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation and Agreed Order.

12. This Stipulation and Agreed Order is intended by the Parties to be binding upon their successors, agents, assigns, including bankruptcy trustees and estate representatives, and any parent, subsidiary, or affiliated entity of the Parties.

13. This Debtors are authorized to undertake 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: June 23, 2026

Christopher Lopez
United States Bankruptcy Judge

STIPULATED AND AGREED TO BY:

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