Docket #0274 Date Filed: 05/22/2026

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

DEBTORS' EMERGENCY MOTION TO ABANDON AND SURRENDER FORKLIFTS AND FOR RELATED RELIEF

Emergency relief has been requested. Relief is requested not later than May 29, 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 (the "Motion"):

RELIEF REQUESTED

1. Emergency relief is warranted because Ample no longer needs the forklifts, they have not been sold, and the estate seeks to avoid potential expenses to be caused by the delay, and Debtor is leaving the premises. By this Motion, the Debtors seek approval to abandon Forklifts[2] and have the stay modified for the Equipment Counterparty[3] to take them back.

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[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.

[2] "Forklifts" are identified on Exhibit 1 to the proposed order.

[3] U.S. Bank Equipment Finance, a division of U.S. Bank National Association.

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2. The Forklifts are subject to three equipment finance agreements (collectively, the "Equipment Agreements") between the Debtor Ample, Inc. and Equipment Counterparty. Surrender or abandonment is warranted because: (i) the Forklifts are not necessary for any remaining business operations of the Debtors; (ii) no party expressed interest in acquiring the Forklifts during the Debtors' sale process; (iii) the estate's equity in the Forklifts is small or negative; and (iv) continued possession of the Forklifts may cause costs and burdens on the Debtors' estates.

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 are sections 105(a), 362(d), 554(a), and 1107(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), rules 6004, 6007, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), rule 9013-1 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 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"), and incorporated herein by reference.

9. Prior to the Petition Date, Debtor Ample, Inc. entered into the three (3) Equipment Agreements relating to the Forklifts. The Debtors disclosed the Equipment Agreements in Schedule G [ECF No. 143 at 61]. The Debtors also disclosed the Equipment Counterparty's claims in Schedule D as Creditor Nos. 2.3, 2.4, 2.5 and listed the amount of the claim and value of the collateral that supports the claims as $73,543.73, $14,738.45, and $30,205.56, respectively, for a total of $118,487.74. [ECF No. 143 at 34–36]. The Debtors noted in the schedules that "The 'Amount of claim' and 'Value of collateral that supports the claim' for the U.S. Bank Equipment Finance claims listed in Schedule D represent the net book value of the assets per the Debtors'

books and records as of December 15, 2025" [ECF No. 143 at 14]. Thus, the total net book value of the Forklifts is $118,487.74.

10. On February 9, 2026, the Equipment Counterparty filed a claim in the total amount of $164,817.49 owed under the Equipment Agreements [Claim No. 58]. The Equipment Counterparty's claim specifies the value of collateral securing the claim as $58,000.00, leaving $106,817.49 of the claim unsecured.

11. The Debtors no longer have any operational need for the Forklifts. In connection with the Debtors' sale and wind-down efforts, the Debtors marketed substantially all of their assets. No purchaser sought to acquire the Forklifts, and the Debtors do not believe that any sale of the Forklifts would generate value for unsecured creditors after accounting for asserted liens or ownership interests, costs of sale, storage charges, insurance, maintenance, and other attendant costs. The Debtors need Equipment Counterparty to retrieve the Forklifts to facilitate sale and wind-down efforts.

BASIS FOR RELIEF

A. Surrender or Abandonment of the Forklifts Is Warranted and Is a Sound Exercise of the Debtors' Business Judgment

12. Section 554(a) of the Bankruptcy Code provides that a debtor in possession may abandon "any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). A debtor in possession has the rights and powers of a trustee pursuant to section 1107(a) of the Bankruptcy Code, including the authority to seek abandonment of property under section 554(a).

13. Before authorizing abandonment of property, a bankruptcy court must find either that (a) the property is burdensome to the estate or (b) the property is both of inconsequential value and inconsequential benefit to the estate. *See, e.g., Midlantic Nat'l Bank v. N.J. Dep't of Envtl.*

Prot., 474 U.S. 494, 497 (1986); *In re ATP Oil & Gas Corp.*, No. 12-36187, 2013 WL 3157567, at *2 (Bankr. S.D. Tex. June 19, 2013); *In re Am. Coastal Energy Inc.*, 399 B.R. 805, 810 (Bankr. S.D. Tex. 2009).

14. The Forklifts satisfy this standard. They are not needed for the Debtors' remaining operations, no purchaser sought to acquire them in connection with the Debtors' sale efforts, and any equity interest in the Forklifts is, at most, inconsequential because the amounts owed under the respective Equipment Agreement likely exceed the value of the Forklifts. Retaining the Forklifts would instead impose ongoing burdens, including storage, safekeeping, maintenance, insurance, and administrative costs and risks. Surrendering the Forklifts or abandoning any estate interest therein will relieve the estates of these burdens and preserve estate resources for the benefit of creditors.

15. To the extent the Debtors have possession of property that is collateral securing obligations under the Equipment Agreements, the Debtors also seek authority to surrender the Forklifts and any related keys, manuals, and access devices to the Equipment Counterparty. The Debtors do not seek satisfaction of Equipment Counterparty's claim through this Motion.

16. Surrendering the Forklifts, or otherwise making them available for retrieval, is a reasonable exercise of the Debtors' business judgment because the estates have no economic interest in continuing to hold or administer the Forklifts.

B. Cause Exists to Modify the Automatic Stay to Permit Retrieval and Disposition of the Forklifts

17. To effectuate the relief requested herein, the Debtors request modification of the automatic stay under section 362(d) of the Bankruptcy Code to the extent necessary to permit the Equipment Counterparty to take possession of the Forklifts. Section 362(d)(1) provides that the Court shall grant relief from the automatic stay "for cause," and section 362(d)(2) provides for

stay relief where the debtor lacks equity in property and the property is not necessary to an effective reorganization. 11 U.S.C. § 362(d)(1)–(2).

18. Cause exists here. The Forklifts are not necessary to the Debtors' remaining operations or any effective reorganization, the Debtors do not believe the estates have equity in the Forklifts, and continued application of the automatic stay would serve no estate purpose. Instead, modifying the stay will permit the Equipment Counterparty to retrieve the Forklifts without further order of the Court.

C. Notice and Immediate Effectiveness Are Appropriate

19. Bankruptcy Rule 6007 provides for notice and an opportunity to object to a proposed abandonment or disposition of estate property. In accordance with Bankruptcy Rule 6007 and Bankruptcy Local Rule 9013-1, the Debtors will provide notice of this Motion to all parties entitled to notice, including the Office of the United States Trustee for Region 7, the Official Committee of Unsecured Creditors, and the Equipment Counterparty. The Debtors submit that such notice is adequate under the circumstances and that no other or further notice is required.

20. The Debtors request that the Proposed Order be effective immediately upon entry and that the Court waive any stay of effectiveness under Bankruptcy Rule 6004(h). Immediate effectiveness is necessary to avoid additional expense and risk associated with maintaining property that provides no benefit to the estates.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order attached hereto as **Exhibit A** authorizing the Debtors to abandon and surrender the Forklifts or abandon any estate interest therein, modifying the automatic stay to permit retrieval of the Forklifts, and granting such other and further relief as may be just and proper.

Date: May 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 May 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 and to be emailed to (a) the Office of the United States Trustee for Region 7 and (b) the Equipment Counterparty.

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

EXHIBIT A

Proposed Order

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

ORDER GRANTING DEBTORS' EMERGENCY MOTION TO ABANDON AND SURRENDER FORKLIFTS AND FOR RELATED RELIEF

Upon the Motion[2] of the above-captioned Debtors to abandon and surrender the Forklifts identified on **Exhibit 1** hereto, to the Equipment Counterparty[3] and modifying the automatic stay for the Equipment Counterparty to take back the Forklifts (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;

d. all objections, if any, to entry of this Order are withdrawn, resolved, or overruled; and

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[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.

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

[3] U.S. Bank Equipment Finance, a division of U.S. Bank National Association.

e. just cause for the relief granted herein has been shown 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. The Debtors are authorized to surrender the Forklifts on **Exhibit 1** to this Order to the Equipment Counterparty including keys, manuals, or access devices.

3. The Debtors are also deemed to now abandon the Forklifts under 11 U.S.C. §554(a).

4. The automatic stay of 11 U.S.C. §362 is modified to allow the Equipment Counterparty and its agents to take possession of the Forklifts.

5. Debtors may surrender the Forklifts in place and shall not incur further expenses in connection with the Forklifts. Debtors have no further obligation to maintain, store, insure, safeguard, market, sell, repair, service, move, or otherwise preserve the Forklifts.

6. Notice of the Motion as provided therein shall be deemed good and sufficient notice, and the requirements of Bankruptcy Rule 6007 and Bankruptcy Local Rule 9013-1 are satisfied by such notice.

SIGNED: _____, 2026

CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Schedule of Equipment Agreements and Forklifts

Equipment Agreement	Forklift Description
Equipment Finance Agreement #3081463	2013 Mitsubishi FG25N Forklift Serial No. AF17D32337
	2013 Mitsubishi FG25N Forklift Serial No. AF17D31850
	2018 Hyster J40XNT Forklift Serial No. K160N07595S
	2021 Jungheinrich EFG 115 Forklift Serial No. FN597101
Equipment Finance Agreement #3092193	2024 Blue Giant BG Zero Forklift Serial No. 2311200224
Equipment Finance Agreement #3092488	2024 Blue Giant BG Zero Forklift Serial No. 2322000889
	2024 Blue Giant BG Zero Forklift Serial No. 2311200890